



Amethod Public Schools

Special Meeting of the AMPS Board of Directors

Published on November 10, 2025 at 3:09 PM PST

Date and Time

Thursday November 13, 2025 at 6:00 PM PST

Location

1450 Marina Way South, Richmond CA 94804

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

Members of the public who wish to attend in person can join us 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:

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

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

Teleconference Location (Board Member Peter Hanley): 1033 Shoreline Dr. San Mateo, CA 94404

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 Board of Directors with the agenda relating to open session items may be reviewed by any interested persons on the Amethod Public School’s website at www.amethodschools.org following the posting of the agenda. Amethod may distribute additional information and/or documents to the Board of Directors after the agenda is posted and at the meeting; these items and the full Board packet are available for inspection in the AMPS Board Room (located at [1450 Marina Way S, Richmond, CA 94804](#)) and during the meeting. Any documents distributed to the Board of Directors during the meeting will be posted on the website Agenda following the meeting.

Disability Access: Requests for disability-related modifications or accommodations to participate in this public meeting should be made 72 hours prior to the meeting by calling (510) 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
I.	Opening Items		6:00 PM
A.	Call the Meeting to Order	Rodolfo Ornelas	1 m
B.	Record Attendance	Sally Li	1 m
C.	Announcements		1 m
D.	Approval of the Agenda	VoteRodolfo Ornelas	1 m
E.	Public Comments on Non-Agenda Items		2 m
	Members of the public may comment here on non-agenda items that relate to one or more schools operated by Amethod Public Schools.		
II.	Consent		6:06 PM
A.	Approval of 10/16/2025 Regular Board Meeting Minutes	Approve MinutesRodolfo Ornelas	1 m

	Purpose	Presenter	Time
III. Closed Session			6:07 PM
A. CONFERENCE WITH LEGAL COUNSEL— ANTICIPATED LITIGATION	Discuss		45 m
Significant exposure to litigation pursuant to Paragraph (2) or (3) of subdivision (d) of Section 54956.9 (4 cases)			
B. PUBLIC EMPLOYEE APPOINTMENT (Gov. Code section 54957(b)(1).)	Discuss		5 m
Title: Assistant Director of Student Services			
IV. Business II			6:57 PM
A. Review and Consideration of Approval of Employment Agreement for Assistant Director of Student Services	Vote	Adrienne Barnes	3 m
Public comment			
B. Review and Consideration of Approval of Emergency Expenditure Authorization for Water Damage Mitigation at John Henry High School - Not to Exceed \$225,000	Vote	Adrienne Barnes	3 m
Public comment.			
C. Review and Consideration of One Time Authorization for Curriculum Purchases (Not to Exceed \$50,000)	Vote	Adrienne Barnes	3 m
Public comment			
D. Review and Consideration of Approval of Nonpublic, Nonsectarian School Master Contract	Vote	Mary Busby	3 m
Public comment			
E. Review and Consideration of Approval of 1450 and 1402 Marina Way South Property Tax Bills 2025-2026	Vote	Adrienne Barnes	3 m
Public comment			

	Purpose	Presenter	Time
F. Review and Consideration of Approval of Fifth Amendment to Lease Extension for Oakland Charter High School Public comment	Vote	Adrienne Barnes	3 m
G. Review and Consideration of Approval of Downtown Charter Academy Material Revision Public comment	Vote	Adrienne Barnes	10 m
H. Nomination and Approval of Executive Committee Members. The Board will nominate and approve members of the Executive Committee. The Executive Committee will be composed of the Board Chair, Vice Chair, and any additional board members appointed by the Board. Public comment	Vote	Rodolfo Ornelas	3 m
I. Nomination and Approval of Appointment of Board Members to the Financial Oversight Committee. The Board will nominate and approve members of the Financial Oversight Committee. The Treasurer of the Board will serve as a member. The Board will appoint the remaining committee seats, and the Board Chair will appoint the committee chair. Public comment	Vote	Rodolfo Ornelas	3 m
J. Nomination and Approval of Appointment of Board Members to the Academic Oversight Committee. The Board will nominate and approve members of the Academic Oversight Committee. At least two board members will serve as members. The Board Chair will appoint the committee chair. Public comment	Vote	Rodolfo Ornelas	3 m
K. Nomination and Approval of Appointment of Board Members to the Bylaws Review Committee.	Vote	Rodolfo Ornelas	3 m

	Purpose	Presenter	Time
The Board will nominate and approve members of the Bylaws Review Committee, established as an ad hoc advisory committee. At least two board members will serve as members. The Board Chair will appoint the committee chair.			
Public comment			
V. Closing Items			7:37 PM
A. Adjourn Meeting	FYI	Rodolfo Ornelas	1 m

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Coversheet

Approval of 10/16/2025 Regular Board Meeting Minutes

Section: II. Consent
Item: A. Approval of 10/16/2025 Regular Board Meeting Minutes
Purpose: Approve Minutes
Submitted by:
Related Material:
Minutes for Regular Meeting of the AMPS Board of Directors on October 16, 2025

APPROVED



Amethod Public Schools

Minutes

Regular Meeting of the AMPS Board of Directors

Date and Time

Thursday October 16, 2025 at 6:00 PM

Location

1450 Marina Way South, Richmond CA 94804

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Directors Present

D. Leung, J. Lerma, L. Martinez, M. DiGiorgio, P. Hanley, R. Ornelas

Directors Absent

None

Directors who arrived after the meeting opened

L. Martinez

Guests Present

A. Barnes, M. Arechiga, M. Busby, S. Li

I. Opening Items

A. Call the Meeting to Order

R. Ornelas called a meeting of the board of directors of Amethod Public Schools to order on Thursday Oct 16, 2025 at 6:03 PM.

B. Record Attendance

L. Martinez arrived at 6:06 PM.

C. Announcements

No announcements.

D. Approval of the Agenda

Adrienne, CEO proposed to remove Business II item G. Review and Consideration of Approval of Acacia Partners Contract from the agenda.

R. Ornelas made a motion to strike Business II item G. from the agenda and to approve the agenda.

D. Leung seconded the motion.

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

Roll Call

R. Ornelas Aye

M. DiGiorgio Aye

L. Martinez Aye

P. Hanley Aye

D. Leung Aye

J. Lerma Aye

E. Public Comments on Non-Agenda Items

No public comments.

II. Consent

A. Approval of August Check Registers

P. Hanley made a motion to pull the 09/24/2025 board meeting minutes from the consent agenda for further review and to approve all other consent agenda items.

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

Roll Call

R. Ornelas Aye

M. DiGiorgio Aye

J. Lerma Aye

D. Leung Aye

L. Martinez Aye

P. Hanley Aye

B. Approval of September Check Registers

III. Business I

A. Approval of 09/24/2025 Special Board Meeting Minutes

Board member Peter suggested amending the minutes for Business Item G to reflect that all Board members and home office leadership staff have completed the Ethics Training including Brown Act and have received their certificates.

Board member Jorge noted that he completed his Ethics Training including Brown Act earlier today, as he was not present for part 1 of the training during the August 28, 2025 Board meeting.

R. Ornelas made a motion to approve the minutes with amendments to the Special Meeting of the AMPS Board of Directors on 09-24-25.

J. Lerma seconded the motion.

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

Roll Call

L. Martinez Aye

R. Ornelas Aye

D. Leung Aye

P. Hanley Aye

J. Lerma Aye

M. DiGiorgio Aye

B. Benito Juarez Elementary Hispanic Heritage Wax Museum Presentation

Dr. Walker, Principal of BJE, introduced the Hispanic Heritage Wax Museum presentation. Dean Galindo, Dean Azor, first-grade teacher Ms. Lewis, and third-grade teacher Ms. Castellanos highlighted the projects their students created for the event. Students presented influential figures such as Frida Kahlo, Franklin Chang-Díaz, Roberto Clemente, Emiliano Zapata and many more.

Board member Jorge praised the presentation but suggested reconsidering the use of the term "Hispanic", as it centers Spanish while overlooking the diverse Indigenous languages and cultures of the Americas. He encouraged the staff to use more inclusive language that better reflects the multicultural and multilingual backgrounds of the students.

Board member Davis and Board Chair Rodolfo expressed appreciation for the students and all those involved in the project, recognizing their work and dedication.

IV. Closed Session

A. CONFERENCE WITH LEGAL COUNSEL— ANTICIPATED LITIGATION

The board reconvened from closed session at 7:56pm and there were no reportable actions.

V. Business II

A. Review and Consideration of Approval of Downtown Charter Material Revision

P. Hanley made a motion to postpone this item to the 10/21/2025 special board meeting for further review.

R. Ornelas seconded the motion.

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

Roll Call

D. Leung Aye
R. Ornelas Aye
M. DiGiorgio Aye
L. Martinez Aye
P. Hanley Aye
J. Lerma Aye

B. Review and Consideration of Approval of Revised Independent Study Policy

Mary, Sr. Director of Student Services and Special Education shared the revised Independent Study Policy, with minor updates to clarify language and expectations. The focus is on short-term independent study (up to 15 days), primarily for medical or mental health-related absences (not vacations) and now requires coordination with the Student Services Director and proper documentation, including a Master Service Agreement.

D. Leung made a motion to approve Revised Independent Study Policy.

L. Martinez seconded the motion.

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

Roll Call

D. Leung Aye
L. Martinez Aye
P. Hanley Aye
R. Ornelas Aye
M. DiGiorgio Aye
J. Lerma Aye

C. Review and Consideration of Approval of Annual Compliance Requirements

Maria, Chief of Staff shared the Annual Compliance Requirements for John Henry High School. She explained that the document is an annual governance and compliance requirement for all charter schools authorized by the State Board of Education (SBE). She collaborated with three departments to gather the necessary supporting materials. The document has been reviewed internally and they are now seeking board approval.

Board member Peter mentioned the link in item 16 is broken.

Maria said the link is tied to the CDE's website but she has provided screenshots of the requirements met which are included in the complete packet.

D. Leung made a motion to approve Annual Compliance Requirements.

M. DiGiorgio seconded the motion.

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

Roll Call

J. Lerma Aye
M. DiGiorgio Aye

Roll Call

P. Hanley Aye
R. Ornelas Aye
D. Leung Aye
L. Martinez Aye

D. Review and Consideration of Approval of Appointment of Treasurer of the Board

Adrienne, CEO recommended Maria Arechiga to be the Treasurer of the Board

R. Ornelas made a motion to appoint Maria Arechiga to Treasurer of the Board.

D. Leung seconded the motion.

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

Roll Call

P. Hanley Aye
J. Lerma Aye
R. Ornelas Aye
L. Martinez Aye
D. Leung Aye
M. DiGiorgio Aye

E. Review and Consideration of Approval of Application to Richmond Chamber of Commerce

Adrienne, CEO stated that AMPS wants to join the Richmond Chamber of Commerce and noted that the application requires notification to the board if they decide to leave. Therefore, she is seeking approval from the board first. She emphasized that joining is a great opportunity to engage with the community and the membership fee is \$300.

P. Hanley made a motion to approve Application to Richmond Chamber of Commerce.

L. Martinez seconded the motion.

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

Roll Call

D. Leung Aye
M. DiGiorgio Aye
L. Martinez Aye
R. Ornelas Aye
P. Hanley Aye
J. Lerma Aye

F. Review and Consideration of Approval of Cengage Invoices

Adrienne, CEO requested board approval for Cengage invoices, which were technically quotes but exceeded her signing authority. She also asked for an additional \$10,000 to cover one-off materials needed for new students, aiming to avoid returning to the board for each individual purchase. She clarified that the request was for core curriculum materials.

Vice Chair Margie asked for clarification on the curriculum.

Mary, Sr. Director of Student Services and Special Education shared Cengage is the ELD curriculum and the National Geographic curriculum that was adopted last year. This is just a re-up order.

D. Leung made a motion to approve Cengage Invoices.

L. Martinez seconded the motion.

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

Roll Call

R. Ornelas Aye

L. Martinez Aye

P. Hanley Aye

D. Leung Aye

J. Lerma Aye

M. DiGiorgio Aye

G. Review and Consideration of Approval of Acacia Partners Contract

Item was removed from the agenda.

H. Review and Consideration of Approval of Joyce Montgomery Contract

Adrienne, CEO shared that Joyce Montgomery has been assisting with cleaning up the organization's financial records since June 2024. Following the recent departure of the Director of Finance, she asked Joyce to take on additional responsibilities in the finance department. Until a permanent hire could be secured, she is requesting to increase Joyce's hours. Although her specific contract was not budgeted for, the position itself was, making this an offset. She proposed a cap of \$150,000 for this arrangement.

Board member Peter asked whether there is a plan in place to fill the Director of Finance vacancy and whether the organization has considered engaging a search firm.

Adrienne responded that the position has been posted for some time, but there have been few qualified candidates. She has considered using a search firm but has not decided to hire a search firm at this time.

Board Chair Rodolfo shared that he had spoken with other CMO leaders who are experiencing similar challenges in hiring for finance roles. Even those who engaged search firms saw little success. He noted that many candidates are currently seeking fractional CFO roles rather than full-time positions. After reviewing job postings on various platforms, he confirmed that this is a widespread issue.

L. Martinez made a motion to approve Joyce Montgomery Contract.

P. Hanley seconded the motion.

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

Roll Call

L. Martinez Aye
R. Ornelas Aye
P. Hanley Aye
J. Lerma Aye
D. Leung Aye
M. DiGiorgio Aye

I. Review and Consideration of Approval of Get Empowered MOU for Richmond Charter Academy

Adrienne, CEO, presented the MOU for Richmond Charter Academy, noting that the vendor also provides after-school and ELOP services for both DCA and OCA. While the vendor has previously worked with RCA, this MOU represents a new contract, which includes summer programming for students. She requested board approval for funding up to \$200,000 across AMPS to cover these services, similar to the earlier Cengage approval. Adrienne clarified that the amount is budgeted and will be funded through ASES, ELOP, and Measure G1 funds.

Board member Peter noted a typo on page 7.

Board member Jorge asked about the level of satisfaction and feedback from staff and students regarding the programs.

Adrienne responded that she had received positive feedback, which is why Get Empowered is being brought back.

R. Ornelas made a motion to approve Get Empowered MOU for Richmond Charter Academy pending edits to the typo in the MOU.

M. DiGiorgio seconded the motion.

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

Roll Call

R. Ornelas Aye
P. Hanley Aye
J. Lerma Aye
M. DiGiorgio Aye
L. Martinez Aye
D. Leung Aye

J. CEO Report

Adrienne, CEO highlighted continued collaboration among principals and senior leaders through Lead Liberated, fostering a strong sense of community and support. She noted progress with the Raise the Bar awards and work with a governance coach as part of their corrective action plan. The leadership team attended the CSDC conference, gaining valuable insights alongside other charter leaders. Upcoming events include a trustee tour

at Richmond Charter Academy, and Instructional walkthroughs are upcoming at both Oakland and Richmond schools. Adrienne addressed significant traffic and safety concerns near the Richmond campus, noting internal improvements and an upcoming external study to optimize traffic flow in coordination with the city. She closed by emphasizing the ongoing commitment to cultivating an anti-racist learning culture with support from Lead Liberated, thanking the board for their backing.

Board member Liz expressed gratitude for the efforts in putting the information together and for the ongoing communication. She acknowledged the heavy workload and recognized the effort being made to fulfill expectations.

VI. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:23 PM.

Respectfully Submitted,
R. Ornelas

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Coversheet

Review and Consideration of Approval of Employment Agreement for Assistant Director of Student Services

Section: IV. Business II
Item: A. Review and Consideration of Approval of Employment Agreement for
Assistant Director of Student Services

Purpose: Vote

Submitted by: Adrienne Barnes

Related Material:
Angelina Chacon Garcia Amethod - Exempt At-Will Employment Agreement - November 2025.pdf

BACKGROUND:

The subject position is a replacement hire and on the current board-approved org chart.

RECOMMENDATION:

Staff recommends approval.

AT-WILL EMPLOYMENT AGREEMENT
Between
AMETHOD PUBLIC SCHOOLS & ANGELINA CHACON-GARCIA

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above-named employee (“Employee”) and Amethod Public Schools, a California nonprofit public benefit corporation operating charter schools (“AMPS” or the “School”). Employee and the School shall be referred to collectively as the “Parties” and individually as “Party.”

A. RECITALS

1. AMPS desires to engage the services of Employee as a full-time Assistant Director of Student Services for the 2025-2026 school year.
2. The Employee desires to perform such services for the School on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the above and the current anticipated operational needs for the 2025-2026 school year, and in consideration of the promises and of the mutual agreements set forth herein, the Parties hereto agree as follows:

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**

The Employee shall work in the position of Assistant Director of Student Services at Amethod Public Schools. The Employee will perform such duties as AMPS may reasonably assign from time to time. A copy of the job description for the above position is attached hereto and incorporated by reference herein. These duties may be amended from time to time in the sole discretion of AMPS.

The Employee will devote their utmost knowledge and best skill to the performance of their duties. In addition, Employee shall abide by all of the School’s policies and procedures, including the Employee Handbook and the terms of the School’s charter, as adopted, amended, or modified from time to time. To the extent any such policies and procedures differ from the terms of this Agreement, the terms of this Agreement shall prevail.

2. **Work Schedule**

The minimum obligations for this position shall generally be Monday - Friday between the hours of 7am and 6pm. While the Employee shall be available during this time period, the duties of this exempt position may require work on weekends, as well as before and after the regular work year or hours of the work day. Workdays on which the Employee is expected to be on-site shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein.

3. **Compensation**

The annual compensation for this position shall be \$113,000 for the work year, to be paid twice monthly, subject to all applicable withholdings and authorized deductions. The Employee's compensation may be prorated depending on whether the Employee works less than an entire work year or month. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee shall be entitled to participate in designated employee benefit programs and plans established by AMPS (subject to program and eligibility requirements) for the benefit of its employees, which from time to time may be modified by AMPS in its sole discretion.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by their supervisor. At a minimum, performance evaluations will be conducted annually, on or about the Employee's anniversary date of employment with AMPS. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate the Employee shall not prevent AMPS from disciplining or dismissing the Employee at-will in accordance with this Agreement.

6. **Licensure**

The Employee represents that they have and will maintain throughout the course of this Agreement all licensures, requirements and qualifications established by the School for this position at the Employee's expense. The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure credentials and other requirements. Failure to maintain the necessary credentials and qualifications or satisfy other requirements for the position may result in immediate termination.

7. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse 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. By executing this Agreement, the Employee acknowledges he/she is a child care custodian and is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

8. **Fingerprinting/TB Clearance**

Fingerprint clearance for the Employee will be acquired through submitting the Employee's fingerprints to the California Department of Justice. The Employee will be required to assume the cost of all fees related to the fingerprinting process. The Employee will be required to submit evidence from a health care provider that the Employee was assessed and/or determined to be free from active tuberculosis ("TB") within sixty (60) days prior to the first date of employment or otherwise satisfy the TB clearance requirements in accordance with the School's policies. New employees will be required to bear any associated costs of complying with this pre-employment requirement. Returning employees will be required to provide risk assessments pursuant to the School's policy at the School's expense every four years. Both clearances need to be in place prior to the first day of service.

9. **Conflicts of Interest & Outside Professional Activities**

The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours. In addition, while employed by the School, the Employee may not engage in any outside activity, paid or otherwise, for any other person or entity which would present an actual or potential conflict of interest. Such outside activities must not affect the Employee's work hours, interfere or conflict with the Employee's job duties, raise any ethical or conflict of interest concerns, or create any conditions that may impact the Employee's job performance. If the Employee believes it is possible that a potential conflict of interest exists, the Employee must obtain written approval from the Executive Director before accepting such outside employment. The prior written approval must confirm such outside employment does not create an actual or potential conflict of interest. The outside activities shall not occur during regular work hours. AMPS shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **Confidential Information & Ownership of Materials**

All the AMPS Confidential Information to which the Employee has knowledge of or access to shall be the exclusive property of the School both during and after the Employee's employment. The Employee shall hold such information in strictest confidence and shall not use or disclose Confidential Information to any person or entity without the prior written consent of AMPS, except to the extent such use or disclosure is made by reason of Employee's job responsibilities or is otherwise required by law.

The Employee shall not take any Confidential Information that is in written or digitized form, computerized, machine readable, model, sample, or other form capable of physical delivery, upon or after termination of the Employee's employment with AMPS without the prior written consent of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall deliver promptly and return to the School all such materials in the Employee's possession,

custody or control.

For the purposes of this Section, Confidential Information shall mean all information, data or knowledge regarding the School, its operations, students, employees, contractors or vendors not known generally to the public, including, but not limited to trade secrets, existing or proposed programs, purchases, fundraising strategies, financial and marketing data, lesson plans, business plans, services, products, student records, reports, student identifying information, private employee information, technology and processes of the School, and benefits information.

Materials developed by the Employee for purposes of their employment with AMPS shall be the property of the School. Upon the termination of the Employee's employment with AMPS, the Employee shall promptly return such materials to the School.

11. **Mandatory Arbitration**

Employee understands and agrees that any disputes arising during employment shall be resolved by arbitration in accordance with AMPS' Arbitration Agreement, which is attached hereto and incorporated by reference.

C. **EMPLOYMENT AT-WILL**

Either AMPS or the Employee may terminate this Agreement and the Employee's employment at any time with or without cause, and with or without notice.

The Employee also may be demoted or disciplined and the terms of their employment may be altered at any time, with or without cause, at the discretion of AMPS. No one other than the Governing Board of AMPS (the "Board") has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of this Agreement, and any such agreement must be in writing and must be signed by the Executive Director and by the affected employee, be approved by the Board, and must specifically state the intention to alter this "at-will" relationship.

In the event of charter revocation or non-renewal, all contractual obligations under this Agreement cease immediately upon the effective date of revocation or non-renewal.

D. **GENERAL PROVISIONS**

1. **Waiver of Breach**

The waiver by either Party, or the failure of either Party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that the Employee shall not assign any of their rights or obligations under this Agreement without the prior written consent of AMPS.

3. **Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

5. **Entire Agreement; Amendment**

This Agreement, including the arbitration agreement, sets forth the entire understanding of the Parties hereto with respect to its subject matter and supersedes any prior or contemporaneous agreements or understandings with respect to its subject matter. No addition to, or modification of, any provision contained in this Agreement shall be effective unless set forth in writing by the School. Notwithstanding the foregoing, the At-Will Employment provision of this Agreement may only be modified as set forth herein.

6. **Execution in Counterparts; Signatures**

This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument. Photographic, scanned, digital or electronic or faxed copies of such signed counterparts may be used in lieu of the originals for any purpose. The Parties agree, where practicable, to permit the use of an electronic signature technology, to expedite the execution of this Agreement.

E. ACCEPTANCE OF EMPLOYMENT

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with AMPS on the terms specified herein.
2. All information I have provided to AMPS related to my employment is true and accurate.

3. A copy of the job description is attached hereto.

Employee Signature: _____ Date: _____

AMPS Approval:

Date: _____
Adrienne Barnes, Chief Executive Officer

Subject to Board Approval

Coversheet

Review and Consideration of Approval of Emergency Expenditure Authorization for Water Damage Mitigation at John Henry High School - Not to Exceed \$225,000

Section: IV. Business II
Item: B. Review and Consideration of Approval of Emergency Expenditure
Authorization for Water Damage Mitigation at John Henry High School - Not to Exceed \$225,000
Purpose: Vote
Submitted by: Adrienne Barnes

BACKGROUND:

Water damage occurred at JHHS, and remediation is underway. An insurance claim has been filed with a deductible of \$2,500.00. Expenses are expected to be paid for my AMPS and reimbursed by insurer. AMPS has paid approximately \$10k, and has one written and additional verbal quotes currently totaling an additional \$170,000.

RECOMMENDATION:

Staff recommends approval of emergency expenditure authorization for the CEO to select vendors and execute necessary agreements and payments for emergency water mitigation, repairs, and equipment replacement at John Henry High School, not to exceed \$225,000.

Coversheet

Review and Consideration of One Time Authorization for Curriculum Purchases (Not to Exceed \$50,000)

Section: IV. Business II
Item: C. Review and Consideration of One Time Authorization for Curriculum Purchases (Not to Exceed \$50,000)
Purpose: Vote
Submitted by: Adrienne Barnes

BACKGROUND:

Additional core curricula needed for 2025-26.

RECOMMENDATION:

Staff recommends approval of a one-time authorization to CEO for curriculum purchases above CEO's threshold, up to a combined \$50k across all vendors.

Coversheet

Review and Consideration of Approval of Nonpublic, Nonsectarian School Master Contract

Section: IV. Business II
Item: D. Review and Consideration of Approval of Nonpublic, Nonsectarian
School Master Contract
Purpose: Vote
Submitted by: Mary Busby
Related Material: Seneca NPS Master Contract.pdf

BACKGROUND:

Nonpublic School Master Contract needed for placement.

RECOMMENDATION:

Staff recommends approval.

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2025-2026

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA AMETHOD PUBLIC SCHOOLS

Contract Year 2025-2026

 x Nonpublic School
 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.

Table of Contents

Contents

GENERAL PROVISIONS	1
1. MASTER CONTRACT	1
2. IMPLEMENTATION	1
3. CERTIFICATION AND LICENSES.....	2
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS	2
4. TERM OF MASTER CONTRACT	3
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION	3
6. INDIVIDUAL SERVICE AGREEMENT (“ISA”)	3
7. DEFINITIONS	4
ADMINISTRATION OF CONTRACT	5
8. NOTICES	5
9. MAINTENANCE OF RECORDS	6
10. SEVERABILITY CLAUSE	6
11. SUCCESSORS IN INTEREST	7
12. VENUE AND GOVERNING LAW	7
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES.....	7
14. TERMINATION	7
15. INSURANCE	7
16. INDEMNIFICATION AND HOLD HARMLESS	9
17. INDEPENDENT CONTRACTOR	10
18. SUBCONTRACTING.....	10
19. CONFLICTS OF INTEREST	10
20. NON-DISCRIMINATION.....	11
EDUCATIONAL PROGRAM.....	11
21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE).....	11
22. GENERAL PROGRAM OF INSTRUCTION	12
23. INSTRUCTIONAL MINUTES	13
24. CLASS SIZE	13
25. CALENDARS	13
26. DATA REPORTING.....	14

27.	LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT.....	14
28.	STATEWIDE ACHIEVEMENT TESTING.....	15
29.	MANDATED ATTENDANCE AT LEA MEETINGS	15
30.	POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS.....	15
31.	STUDENT DISCIPLINE	17
32.	IEP TEAM MEETINGS.....	17
33.	SURROGATE PARENTS AND FOSTER YOUTH.....	18
34.	DUE PROCESS PROCEEDINGS	18
35.	COMPLAINT PROCEDURES.....	19
36.	STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	19
37.	GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS	20
38.	STUDENT CHANGE OF RESIDENCE	20
39.	WITHDRAWAL OF STUDENT FROM PROGRAM.....	20
40.	PARENT ACCESS.....	21
41.	LICENSED CHILDREN’S INSTITUTION (“LCI”) CONTRACTORS AND RESIDENTIAL TREATMENT CENTER (“RTC”) CONTRACTORS	21
42.	STATE MEAL MANDATE	22
43.	MONITORING	22
	PERSONNEL	23
44.	CLEARANCE REQUIREMENTS	23
45.	STAFF QUALIFICATIONS.....	24
46.	VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS.....	24
47.	STAFF ABSENCE	25
48.	STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME	25
	HEALTH AND SAFETY MANDATES.....	26
49.	HEALTH AND SAFETY	26
50.	FACILITIES AND FACILITIES MODIFICATIONS	26
51.	ADMINISTRATION OF MEDICATION	26
52.	INCIDENT/ACCIDENT REPORTING.....	27
53.	CHILD ABUSE REPORTING	27
54.	SEXUAL HARASSMENT	27
55.	REPORTING OF MISSING CHILDREN	27
	FINANCIAL	27

56.	ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES	27
57.	RIGHT TO WITHHOLD PAYMENT	28
58.	PAYMENT FROM OUTSIDE AGENCIES.....	29
59.	PAYMENT FOR ABSENCES.....	30
60.	LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY	30
61.	INSPECTION AND AUDIT	31
62.	RATE SCHEDULE	32
63.	DEBARMENT CERTIFICATION	32
EXHIBIT A: 2025-2026 RATES.....		34

2025-2026**CONTRACT NUMBER:****LOCAL EDUCATION AGENCY: Amethod Public Schools****NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:****Seneca Family of Agencies****NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**
MASTER CONTRACT**GENERAL PROVISIONS****1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2025, between Amethod Public Schools, hereinafter referred to as the local educational agency (“LEA”), a member of the El Dorado County Charter SELPA and Seneca Family of Agencies (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, 2025 to June 30, 2026 (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, 2025 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the master contract or individual services agreement has not been finalized, as prescribed in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in

the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). 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).
- vi. 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 LEA 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 it's implementing regulations. If the IEP team determines that a student's behavior impedes the individual 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; restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities,
5. Prone restraint;
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 the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. 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 the individual's 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 prone containment.
7. 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.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document 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 the individual 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.

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate, and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

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.

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 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood

that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

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

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title

34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student pupils 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 1st day of July, 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

CONTRACTOR

Seneca Family of Agencies

Nonpublic School/Agency

By:

Signature

Date

Name and Title of Authorized Representative

LEA

Amethod Public Schools

LEA Name

By:

Signature

Date

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Karissa Lockhart, Contract Analyst

Name and Title

Seneca Family of Agencies

Nonpublic School/Agency/Related Service Provider

8945 Golf Links Road

Address

Oakland, CA 94605

City

State

Zip

510-248-9910

510-317-1443

Phone

Fax

Karissa_Lockhart@senecacenter.org

Email

Notices to LEA shall be addressed to:

Name and Title

Amethod Public Schools

LEA

Address

City

State

Zip

Phone

Fax

Email

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

Name and Title

Address

City

State

Zip

Phone

Fax

Email

EXHIBIT A: 2025-2026 RATES**4.1 RATE SCHEDULE FOR CONTRACT YEAR**The CONTRACTOR: Seneca Family of Agencies

The CONTRACTOR CDS NUMBER: _____

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

Maximum Contract Amount:

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

- 1) Daily Basic Education Rate:

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

- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____

See attached Rate Sheet and Addendum

<u>Interpreter Services (715)</u>		
<u>Audiological Services (720)</u>		
<u>Specialized Vision Services (725)</u>		
<u>Orientation and Mobility (730)</u>		
<u>Specialized Orthopedic Services (740)</u>		
<u>Reader Services (745)</u>		
<u>Transcription Services (755)</u>		
<u>Recreation Services, Including Therapeutic (760)</u>		
<u>College Awareness (820)</u>		
<u>Work Experience Education (850)</u>		
<u>Job Coaching (855)</u>		
<u>Mentoring (860)</u>		
<u>Travel Training (870)</u>		
<u>Other Transition Services (890)</u>		
<u>Other (900)</u>		
<u>Other (900)</u>		

See attached Rate Sheet and Addendum



Non-Public Schools and Intensive Therapeutic Programs Rate Sheet 2025-2026

NPS – Specialized Academic Instruction (Code 330)

214 days including Extended School Year (ESY)

- Rate: \$233 per day enrolled

NPS - Educationally Related Mental Health Services (ERMHS)

214 days including Extended School Year (ESY)

- Rate: \$373 per day enrolled for students not billable to full scope MediCal

NPS – Intensive Individual Services (Code 340) / Behavioral Intervention Implementation (Code 535)

214 days including Extended School Year (ESY)

- Rate: \$120 per hour (capped at \$600 per day) per day enrolled

NPS – Bridges

214 days including Extended School Year (ESY)

- Rate: \$973 per day enrolled.
- Services include: SAI (330), ERMHS, Intensive Individualized Intervention (340), Individualized transportation (within program boundaries)

NPS – Language and Speech Therapy (Code 415)

- Rate: \$210 per hour - Partial units will be rounded up to the nearest 15-minute increment
- Services will be billed based on direct service time, including identified consultation
- Assessment services will be billed at an hourly rate for individual assessment, report preparation, and presentation at one IEP

NPS – Occupational Therapy (Code 450)

- Rate: \$210 per hour - Partial units will be rounded up to the nearest 15-minute increment
- Services will be billed based on direct service time, including identified consultation
- Assessment services will be billed at an hourly rate for individual assessment, report preparation, and presentation at one IEP

NPS – Psychoeducation triannual assessment

- Rate: \$8,579 per assessment, includes individual assessment, report preparation and presentation at one IEP meeting.

NPA – Therapeutic Behavioral Coaching [TBC] (Code 535)

- Intensive Rate: \$7,368/month
- Standard Rate: \$4,606/month
- Maintenance Rate: \$3,070/month
- All students will receive the “Standard” tier unless otherwise stated in the IEP



Non-Public, Non-Sectarian School/Agency Services Addendum to NPS Master Contract

This document serves as an Addendum to the NPS Master Contract for the 2025 – 2026 school year, currently signed between Amethod Public Schools and Seneca Family of Agencies. Both parties hereby agree to modify the existing contract agreement to include the following changes.

Section 24, paragraph 1 is hereby deleted and replaced in its entirety with:

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. 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.

Section 25, paragraph 1 is hereby deleted and replaced in its entirety with:

25. CALENDARS

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days at least equal to 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.

Section 40, paragraph 4 is hereby deleted and replaced in its entirety with:

40. PARENT ACCESS

Seneca supports robust communication between families, districts, and our school team through regular notification around student progress and needs. We believe that students are best supported when all parties can work together. As such, Seneca will provide the LEA with updates related to the following concerns when they are reported to parents:

- Concerns about attendance
- Concerns about a student being in danger of failing a class

- Concerns about student incidents where a BER is required
- Concerns about transportation safety
- Concerns about the appropriateness of placement

Section 42 is hereby deleted and replaced in its entirety with:

42. STUDENT MEALS

Seneca Non-Public Schools provide access for all students to a balanced, nutritious breakfast and lunch.

Due to Seneca's Daily Non-Public School rate, which is invoiced based on days of enrollment in the program (as opposed to being based on the number of days of attendance in the program), Section 59, NONPUBLIC SCHOOL STUDENT ABSENCE is hereby deleted and replaced in its entirety with:

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

The following language is hereby added and made part of Section 9 of this agreement:

PARTNERSHIP STAFFING

In recognition of the current staffing shortages across the state and the investment that each entity makes to identify, train, support and retain staff; both parties hereby agree as follows:

Seneca Family of Agencies and Amethod Public Schools agree that during the Term and for a period of twelve months following the termination or expiration of this Agreement, they will not directly or indirectly solicit or recruit the other Party's employees. For the purposes of this clause, a general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions distributed by any legal means, including on the internet, shall not be construed as a solicitation or recruitment effort. Furthermore, the hiring of any person who freely responds to any such notice or advertisement shall not be a breach of this clause even if such person was an employee or contractor of the other party immediately preceding such hiring or at any time during the prior twelve months. The parties agree that none of their employees is barred from applying to the other party for a job at any time and this clause shall not be interpreted in a way that would prevent an employee of either party from engaging in their profession with the employer of their choice in violation of any applicable law.

The following language is hereby added and made part of Section 17 of this agreement:

DATA SHARING

Purpose - In our work with students and families, Seneca family of agencies uses a number of data platforms to track the provision of school-wide and student services, service-related goals, and goal progress. The overall goal of our data-informed practices is to determine the effectiveness of the academic, behavioral, and clinical services provided by Seneca and to receive ongoing data-based feedback throughout the year on the student's individual and group plans. The data tracked will be used to support service decisions aimed at improving

students' academic achievement and engagement, decreasing problem behavior and discipline issues, and improving social-emotional wellness, school climate, and parent engagement.

Scope and Data Elements - Seneca will access and import following data sets for all enrolled students into the appropriate databases for service and progress tracking purposes: School Name, School ID, Student ID (SSID), State Student ID, Last Name, First Name, Middle Name, Date of Birth, Gender, Grade, Teacher, Race/Ethnicity, ELL status, Home Language, and Special Education Status.

Transfer of Data - The School/District and Seneca shall use a secure, mutually agreed upon means and schedule for transferring confidential information.

Contractor Responsibilities

1. Seneca acknowledges that these data are confidential data and proprietary to the school/district, and agree to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations including but not limited to the California Education Code and the Family Education Rights and Privacy Act (FERPA).
2. Seneca will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use agreement.
3. Seneca shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization from the school/district.
4. Seneca shall keep all information furnished by the school/district in space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means.

All other conditions in the original contract dated 7/1/2025 will remain in effect as agreed unless Seneca Family of Agencies and/or the contracting LEA, Amethod Public Schools both agree to make future changes, which would require future addendums.

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

Seneca Family of Agencies

Amethod Public Schools

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



JBA School Calendar: 2025-2026

July 2025

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Independence Day: Jul 4

ESY: Jun 23 – Jul 25

Student/Staff Days: 18/18

August 2025

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Summer Break: Jul 28 – Aug 12

First Day School: Aug 13

Student/Staff Days: 13/20

September 2025

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Labor Day: Sep 1

Student/Staff Days: 21/21

October 2025

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Indigenous People's Day Observed: Oct 13

Caregiver Teacher Conferences: Oct 20-24

End of Quarter 1: Oct 24

Student/Staff Days: 22/22

November 2025

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Veteran's Day Observed: Nov 10

Thanksgiving Break: Nov 26-28

Student/Staff Days: 16/16

December 2025

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Winter Break: Dec 22-Jan 5

Christmas Day: Dec 25

Student/Staff Days: 15/15

January 2026

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

New Year's Day: Jan 1

Staff Development: Jan 5

Martin Luther King Jr. Day: Jan 19

End of Quarter 2: Jan 23

Student/Staff Days: 18/19

February 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

President's Day: Feb 16

Student/Staff Days: 19/19

March 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Staff Development Day: Mar 9

No School: Mar 16

Student/Staff Days: 20/21

April 2026

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

End of Quarter 3: Apr 3

Spring Break: Apr 6-10

Student/Staff Days: 17/17

May 2026

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

No School: May 4

Memorial Day: May 25

Student/Staff Days: 19/19

June 2026

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

End of Quarter 4/Last Day of School: Jun 18

Juneteenth: Jun 19

Summer Break: Jun 22-26

ESY: Jun 29 – Jul 31

Student/Staff Days: 16/16

School Schedule

M/Tu/Th/F: 9:00-3:00

W: 9:00-1:30

ESY Schedule and/or Minimum Day

9:00-1:30

*School will be open only if there are unplanned shutdown days

Break / No School

Emergency Make Up Day*

Minimum Day

Total Student Days: 214 Staff Days: 223

Coversheet

Review and Consideration of Approval of 1450 and 1402 Marina Way South Property Tax Bills 2025-2026

Section: IV. Business II
Item: E. Review and Consideration of Approval of 1450 and 1402 Marina Way South Property Tax Bills 2025-2026
Purpose: Vote
Submitted by: Adrienne Barnes
Related Material: Property Tax-1402&1450 (1st pymt).pdf

BACKGROUND:

Property tax bills for BJE/RCA/JHHS, payable according to the lease agreements for each property. Exemptions were sought in February 2025 - should an exemption be granted, AMPS will seek reimbursement from Contra Costa County.

RECOMMENDATION:

Staff recommends approval to avoid delinquency, and will research exemption status with Contra Costa County.

**DAN M. MIERZWA**

CONTRA COSTA COUNTY TREASURER-TAX COLLECTOR
625 COURT STREET, ROOM 100, MARTINEZ, CA 94553
TELEPHONE: (925) 608-9500 FAX: (925) 608-9598

2025-2026 *

FISCAL YEAR JULY 1, 2025 TO JUNE 30, 2026

SECURED PROPERTY TAX BILL**INTERNET COPY**

ASSESSEE AS OF JANUARY 1, 2025

PROPERTY ADDRESS

1450 MARINA WAY S, RICHMOND CA

PAY ONLINE AT WWW.CCTAX.US

560-181-097-0

ADDRESS INFORMATION NOT AVAILABLE ONLINE

ACCURACY OF THIS BILL MAY BE AFFECTED BY
PENDING PAYMENTS AND CORRECTIONS

PROPERTY ASSESSMENT

LAND	\$10,283,105
IMPROVEMENTS	\$28,659,230
PERSONAL PROP	\$0
GROSS VALUE	\$38,942,335
EXEMPTIONS	\$38,942,335

TO CHANGE MAILING ADDRESS, VISIT WWW.CCCOUNTY.US/ASSESSOR OR CALL (925) 313-7400

NET VALUE AS OF JAN 1, 2025 \$0

IMPORTANT MESSAGES:

PARCEL NUMBER	BILL NUMBER	TRA	ISSUE DATE	TYPE	CORTAC	DEFAULT #
560-181-097-0 0	2025-361360	08050	09/07/2025	ORIGINAL		
SPECIAL TAXES & ASSESSMENTS				AD VALOREM TAXES & ASSESSMENTS		
DESCRIPTION	CODE	INFORMATION	AMOUNT	DESCRIPTION	RATE	AMOUNT
MOSQUITO & VECTOR	DV	(925) 867-3400	\$15.44	1%COUNTYWIDE TAX	1.0000	\$0.00
EMERGENCY MED B	DY	(925) 608-5454	\$10.00	BART	0.0043	\$0.00
RICHMOND SEWER	GR	(510) 620-6594	\$19,330.00	BART BOND 2016	0.0109	\$0.00
RICH L&L-MRINA BAY	IW	(866) 807-6864	\$5,267.46	EAST BAY REG PK BD	0.0011	\$0.00
RICHMOND STORM DRN	IZ	(510) 620-6594	\$32.00	RICHMD PENSION TAX	0.1400	\$0.00
RCHMD RDA CFD 98-1	EP	(866) 807-6864	\$115,343.10	WCC UNIF BOND 2000	0.0114	\$0.00
				WCCUSD 2002 BOND	0.0560	\$0.00
				WCC UNIF BOND 2005	0.0659	\$0.00
				WCCUSD 2010 BOND	0.0378	\$0.00
				WCCUSD 2012 BOND	0.0313	\$0.00
				WCCUSD 2020 BOND	0.0514	\$0.00
				COMM COLL 2002 BND	0.0026	\$0.00
				COMM COLL 2006 BND	0.0041	\$0.00
				COMM COLL 2014 BND	0.0075	\$0.00
				TOTAL AD VALOREM TAXES	1.4243	\$0.00
				ADD: SPECIAL TAXES & ASSESSMENTS		\$139,998.00
				DELINQUENT PENALTY		\$0.00
				DELINQUENT COST		\$0.00
				TOTAL AD VALOREM TAXES		\$139,998.00
TOTAL SPECIAL TAXES & ASSESSMENTS			\$139,998.00	TOTAL AD VALOREM TAXES		

PARCEL NUMBER	BILL NUMBER	TRA	ISSUE DATE	TYPE	Numbers in this section indicate you owe prior year(s) delinquent taxes	DEFAULT #
560-181-097-0 0	2025-361360 2	08050	09/07/2025	ORIGINAL		

2ND
INSTALLMENT

PAPERLESS BILLING
IT'S EASY AND FREE!
SEE BACKSIDE FOR MORE INFORMATION

2025-2026
SECURED PROPERTY TAXES

PAY THIS
AMOUNT
FEB 1, 2026

\$69,999.00

PAYABLE WITH OR AFTER 1ST COUPON

SEND COUPON WITH FULL AMOUNT. DO NOT STAPLE, TAPE OR WRITE ON COUPON.

After APR 10, 2026 pay **\$77,018.90**
(Includes 10% late-payment penalty and \$20 cost)

To ensure proper credit, please write the parcel number on check

MAKE CHECK PAYABLE TO:
DAN M. MIERZWA
CONTRA COSTA COUNTY TAX COLLECTOR

625 COURT STREET, ROOM 100
MARTINEZ, CA 94553-0063

PLEASE WRITE THE PARCEL NUMBER ON CHECK.

PARCEL NUMBER	BILL NUMBER	TRA	ISSUE DATE	TYPE	Numbers in this section indicate you owe prior year(s) delinquent taxes	DEFAULT #
560-181-097-0 0	2025-361360 1	08050	09/07/2025	ORIGINAL		

1ST
INSTALLMENT

SAVE TIME - PAY ONLINE
WWW.CCTAX.US
SEE BACKSIDE FOR MORE INFORMATION

2025-2026
SECURED PROPERTY TAXES

PAY THIS
AMOUNT
NOV 1, 2025

\$69,999.00

PAYABLE BEFORE 2ND COUPON

SEND COUPON WITH FULL AMOUNT. DO NOT STAPLE, TAPE OR WRITE ON COUPON.

After Dec 10, 2025 pay **\$76,998.90**
(Includes 10% late-payment penalty)

To pay both installments by Dec 10, 2025, pay **\$139,998.00**

To ensure proper credit, please write the parcel number on check

MAKE CHECK PAYABLE TO:
DAN M. MIERZWA
CONTRA COSTA COUNTY TAX COLLECTOR

625 COURT STREET, ROOM 100
MARTINEZ, CA 94553-0063

PLEASE WRITE THE PARCEL NUMBER ON CHECK.

**DAN M. MIERZWA**

CONTRA COSTA COUNTY TREASURER-TAX COLLECTOR
625 COURT STREET, ROOM 100, MARTINEZ, CA 94553
TELEPHONE: (925) 608-9500 FAX: (925) 608-9598

2025-2026

FISCAL YEAR JULY 1, 2025 TO JUNE 30, 2026

SECURED PROPERTY TAX BILL
INTERNET COPY**PROPERTY ADDRESS**

1402 MARINA WAY S, RICHMOND CA

PAY ONLINE AT WWW.CCTAX.US

560-181-122-6

ADDRESS INFORMATION NOT AVAILABLE ONLINE

ACCURACY OF THIS BILL MAY BE AFFECTED BY
PENDING PAYMENTS AND CORRECTIONS**ASSESSEE AS OF JANUARY 1, 2025****PROPERTY ASSESSMENT**

LAND	\$5,040,738
IMPROVEMENTS	\$11,432,075
PERSONAL PROP	\$0
GROSS VALUE	\$16,472,813
EXEMPTIONS	\$14,876,777

TO CHANGE MAILING ADDRESS, VISIT WWW.CCCOUNTY.US/ASSESSOR OR CALL (925) 313-7400

NET VALUE AS OF JAN 1, 2025 \$1,596,036

IMPORTANT MESSAGES:

PARCEL NUMBER	BILL NUMBER	TRA	ISSUE DATE	TYPE	CORTAC	DEFAULT #
560-181-122-6 0	2025-361368	08050	09/07/2025	ORIGINAL		
SPECIAL TAXES & ASSESSMENTS				AD VALOREM TAXES & ASSESSMENTS		
DESCRIPTION	CODE	INFORMATION	AMOUNT	DESCRIPTION	RATE	AMOUNT
MOSQUITO & VECTOR	DV	(925) 867-3400	\$15.44	1%COUNTYWIDE TAX	1.0000	\$15,960.36
EMERGENCY MED B	DY	(925) 608-5454	\$10.00	BART	0.0043	\$68.63
RICHMOND SEWER	GR	(510) 620-6594	\$4,298.00	BART BOND 2016	0.0109	\$173.97
RICH L&L-MRINA BAY	IW	(866) 807-6864	\$278.28	EAST BAY REG PK BD	0.0011	\$17.56
RICHMOND STORM DRN	IZ	(510) 620-6594	\$1,132.00	RICHMD PENSION TAX	0.1400	\$2,234.45
SFBRA PCL TAX	IB	(888) 508-8157	\$12.00	WCC UNIF BOND 2000	0.0114	\$181.95
RCHMD RDA CFD 98-1	EP	(866) 807-6864	\$48,059.62	WCCUSD 2002 BOND	0.0560	\$893.78
				WCC UNIF BOND 2005	0.0659	\$1,051.79
				WCCUSD 2010 BOND	0.0378	\$603.30
				WCCUSD 2012 BOND	0.0313	\$499.56
				WCCUSD 2020 BOND	0.0514	\$820.36
				COMM COLL 2002 BND	0.0026	\$41.50
				COMM COLL 2006 BND	0.0041	\$65.44
				COMM COLL 2014 BND	0.0075	\$119.70
				TOTAL AD VALOREM TAXES	1.4243	\$22,732.34
				ADD: SPECIAL TAXES & ASSESSMENTS		\$53,805.34
				DELINQUENT PENALTY		\$0.00
				DELINQUENT COST		\$0.00
				TOTAL AD VALOREM TAXES		\$76,537.68
TOTAL SPECIAL TAXES & ASSESSMENTS			\$53,805.34	TOTAL AD VALOREM TAXES		

PARCEL NUMBER	BILL NUMBER	TRA	ISSUE DATE	TYPE	Numbers in this section indicate you owe prior year(s) delinquent taxes	DEFAULT #
560-181-122-6 0	2025-361368 2	08050	09/07/2025	ORIGINAL		

2ND
INSTALLMENT

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2025-2026
SECURED PROPERTY TAXES

PAY THIS
AMOUNT
FEB 1, 2026

\$38,268.84

PAYABLE WITH OR AFTER 1ST COUPON

SEND COUPON WITH FULL AMOUNT. DO NOT STAPLE, TAPE OR WRITE ON COUPON.

To ensure proper credit, please write the parcel number on check

MAKE CHECK PAYABLE TO:
DAN M. MIERZWA
CONTRA COSTA COUNTY TAX COLLECTOR

625 COURT STREET, ROOM 100
MARTINEZ, CA 94553-0063

After APR 10, 2026 pay \$42,115.72
(Includes 10% late-payment penalty and \$20 cost)

PLEASE WRITE THE PARCEL NUMBER ON CHECK.

PARCEL NUMBER	BILL NUMBER	TRA	ISSUE DATE	TYPE	Numbers in this section indicate you owe prior year(s) delinquent taxes	DEFAULT #
560-181-122-6 0	2025-361368 1	08050	09/07/2025	ORIGINAL		

1ST
INSTALLMENT

SAVE TIME - PAY ONLINE
WWW.CCTAX.US
SEE BACKSIDE FOR MORE INFORMATION

2025-2026
SECURED PROPERTY TAXES

PAY THIS
AMOUNT
NOV 1, 2025

\$38,268.84

PAYABLE BEFORE 2ND COUPON

SEND COUPON WITH FULL AMOUNT. DO NOT STAPLE, TAPE OR WRITE ON COUPON.

To ensure proper credit, please write the parcel number on check

MAKE CHECK PAYABLE TO:
DAN M. MIERZWA
CONTRA COSTA COUNTY TAX COLLECTOR

625 COURT STREET, ROOM 100
MARTINEZ, CA 94553-0063

After Dec 10, 2025 pay \$42,095.72
(Includes 10% late-payment penalty)

To pay both installments by Dec 10, 2025, pay \$76,537.68

PLEASE WRITE THE PARCEL NUMBER ON CHECK.

Coversheet

Review and Consideration of Approval of Fifth Amendment to Lease Extension for Oakland Charter High School

Section: IV. Business II
Item: F. Review and Consideration of Approval of Fifth Amendment to Lease Extension for Oakland Charter High School
Purpose: Vote
Submitted by: Adrienne Barnes
Related Material: 11-04-25 - Fifth AMENDMENT TO LEASE - Amethod Charter Schools.pdf

BACKGROUND:

As OCHS is now closed, AMPS consolidated its footprint on the campus, and negotiated a lower cost lease extension with the landlord. The CEO signed a \$50k temporary extension through November 15, 2025. This lease extends through December 31, 2025, at which time staff expects to remove all school belongings and fully vacate the premises.

RECOMMENDATION:

Staff recommends approval of the renegotiated lease extension.

FIFTH AMENDMENT TO LEASE

This Fifth Amendment to Lease (“Amendment”) is entered by and between CHRISTIAN EVANGELICAL CHURCHES OF AMERICA, INC. (“Landlord”), and AMETHOD PUBLIC SCHOOLS (“Tenant”), as of November 4, 2025.

RECITALS

A. Landlord and Tenant are parties to that certain Standard Multi-Tenant Office Lease – Net dated December 7, 2016, as amended by that certain Amendment to Lease dated August 4, 2017, and the Second Amendment to Lease dated June 26, 2020, the Third Amendment dated July 1, 2025, and the Fourth Amendment dated October 1, 2025 (the “Lease”).

B. The parties desire to further amend the Lease on the terms set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to amend the Lease as follows:

1. Extension of Term. The Term of the Lease is hereby extended to December 31, 2025.
2. Premises. The Premises are as stated in the previous lease and amendments. Landlord is requesting that priority be given to vacating Buildings 205 and 210 as soon as possible.
3. Rental Rate. The prorated Base Rent shall be as specified below:
November 16 to December 31, 2025: \$50,000.00
4. Effect of Amendment. Except as expressly set forth herein, the Lease shall remain in full force and effect.
5. Sole Agreement. This Amendment is the sole agreement between the parties as to its subject matter. It supersedes all oral agreements or understandings of the parties.

[SIGNATURES ON FOLLOWING PAGE]

Dated: 11-04-25

Landlord

CHRISTIAN EVANGELICAL
CHURCHES OF AMERICA, INC.

By:



Name: Gary Moncher

Title: President

Dated: _____

Tenant

AMETHOD PUBLIC SCHOOLS

By: _____

Name: _____

Title: _____

Coversheet

Review and Consideration of Approval of Downtown Charter Academy Material Revision

Section:	IV. Business II
Item:	G. Review and Consideration of Approval of Downtown Charter Academy
Material Revision	
Purpose:	Vote
Submitted by:	Adrienne Barnes
Related Material:	DCA CHARTER PETITION Material Revision V3 - Redline 11.10.25.pdf DCA MR Slides 11.13.2025.pdf

BACKGROUND:

Proposed Material Revision for DCA to increase enrollment, enrollment priorities, and staffing.

RECOMMENDATION:

Staff recommends approval.



DOWNTOWN CHARTER ACADEMY (DCA)

**A Charter Renewal Petition- Submitted to Oakland Unified
School District (OUSD)**

By Amethod Public Schools (AMPS)

September 26, 2018

Material Revision Submitted on November 14, 2025

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Required Signatures [Education Code Section 47605(a)]:

The attached charter petition merits consideration. We are hereby petitioning the Governing Board of the Oakland Unified School District (OUSD) to grant renewal of this charter pursuant to Education Code 4605 to extend the function of Downtown Charter Academy (DCA) for a second term of five-years.

Amethod Public Schools (AMPS) agrees to continue to operate the school, Downtown Charter Academy, pursuant to the terms of the Charter School Act and the provisions of the school's charter. The organization's Executive Director is authorized to negotiate any amendments to the attached charter in order to secure approval by the Oakland Unified School District's Governing Board.

Required Affirmations [Education Code Section 47605(d) (1)]:

Downtown Charter Academy will be nonsectarian in its programs, admission policy, employment practices and all other operations. It will not charge tuition, nor will it discriminate against any pupil based on ethnicity, national origin, race, gender, gender identity, sexual orientation, or disability.

Admission to DCA will not be determined according to the place of residence of the pupil, or of his or her parent or legal guardian, within California. DCA will admit all pupils who wish to attend the charter school. If the number of pupils who wish to attend DCA exceeds DCA's capacity, attendance, except for existing pupils of DCA, will be determined by a public random drawing. Preference will be extended to pupils currently attending DCA and pupils who reside in the school district except as provided for in California Education Code Section 47614.5. Preferences, including, but not limited to, siblings of pupils admitted or attending DCA and children of DCA's teachers, staff, and founders identified in the initial charter, may also be permitted by the chartering authority on an individual charter school basis. Priority order for any preference will be determined in this charter petition in accordance with all of the following:

- (i) Each type of preference will be approved by the chartering authority at a public hearing.
- (ii) Preferences will be consistent with federal law, the California Constitution, and Section 200.
- (iii) Preferences will not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation.
- (iv) In accordance with California Education Section 49011, preferences will not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

In the event of a drawing, the chartering authority will make reasonable efforts to accommodate the growth of DCA and shall not take any action to impede DCA from expanding enrollment to meet pupil demand.

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If a pupil is expelled or leaves DCA without graduating or completing the school year for any reason, DCA will notify the superintendent of the school district of the pupil's last known address within 30 days, and will, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades, and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, California Education Code Section 47605(d)(C)(3) requires the school district to provide this information to a charter school within 30 days if the charter school demonstrates that the pupil had been enrolled in the charter school.

Please direct any questions regarding this charter to me at (510) 436-0172.

Respectfully,

~~Jorge Lopez~~
~~Lead Petitioner~~



Adrienne Barnes
Chief Executive Officer, Amethod Public Schools
Lead Petitioner for Downtown Charter Academy

DCA
Oakland, California

TABLE OF CONTENTS

SUBJECT	PAGE
AFFIRMATIONS AND ASSURANCES	6
INTENT OF CHARTER SCHOOLS ACT	6
AMETHOD PUBLIC SCHOOLS– EXECUTIVE SUMMARY	10
INTRODUCTION	15
Mission Statement	
Vision Statement	
ELEMENT I: EDUCATIONAL PHILOSOPHY & PROGRAM	17
AMPS Organizational Frame Work	
Whom the School Is Trying to Educate	
What It Means to Educate in the 21 ST Century	
How Learning Best Occurs	
Annual Goals	
Curriculum and Program	
Plan for Students Who Are Academically Low-Achieving	
Plan for Academically High-Achieving Students	
Plan for Serving Students with Disabilities	
SEC 504 of the Rehabilitation Act	
Professional Development	
ELEMENT II: MEASURABLE PUPIL OUTCOMES	77
ELEMENT III: OUTCOME MEASUREMENT PROCESS	83
ELEMENT IV: GOVERNANCE STRUCTURE	88
ELEMENT V: EMPLOYEE QUALIFICATIONS	97
ELEMENT VI: HEALTH AND SAFETY OF PUPILS	102
ELEMENT VII: RACIAL AND ETHNIC BALANCE	107
ELEMENT VIII: ADMISSION REQUIREMENTS	108
ELEMENT IX: ANNUAL AUDIT	111
ELEMENT X: STUDENT DISCIPLINE	112
ELEMENT XI: RETIREMENT SYSTEM	123

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ELEMENT XII: STUDENT ATTENDANCE	124
ELEMENT XIII: RETURN RIGHTS OF EMPLOYEES	124
ELEMENT XIV: DISPUTE RESOLUTION	125
ELEMENT XV: PROCEDURES FOR SCHOOL CLOSURE	127
MISCELLANEOUS CHARTER PROVISIONS	130
CONCLUSION	139
APPENDIX: ATTACHMENTS	140
(A) Affirmations / Assurances	
(B) CAASSP Comparison Data Table	
(C) AMPS Instructional Domains	
(D) ILP Form	
(E) LCAP (English Version)	
(F) MTSS Overview	
(G) AMPS 504 Plan Overview	
(H) Initial Goal Setting Template and PGP	
(I) AMPS Lesson Plan Template	
(J) Sample ELD Strategies	
(K) AMPS Data Dive Overview	
(L) AMPS Assessment Calendar	
(M) AMPS Bylaws	
(N) AMPS Board of Directors Resumes	
(O) AMPS Conflict of Interest Policy	
(P) AMPS Career Path Application	
(Q) AMPS Site Director Job Description	
(R) AMPS Teacher Job Description	
(S) AMPS Dean of Instruction Job Description	
(T) AMPS Health and Safety Handbook	
(U) DCA 3 Year Cashflow	
(V) DCA 5 Year Budget Narrative	
(W) Charter Renewal Appendix Report	

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AFFIRMATIONS/ASSURANCES**Affirmation of Conditions Described in Education Code Section 47605(e)**

Commented [NB1]: Double check all DRL formatting and ensure all yellow highlighted materials have been updated.

Downtown Charter Academy (also referred to herein as "Charter School"):

1. Shall be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code ("Ed. Code") § 47605(e)(1))
2. Shall not charge tuition (including fees or other mandatory payments for attendance at Charter School or for participation in programs that are required for students except as authorized by those Education Code provisions that explicitly apply to charter schools), (Ed. Code § 47605(e)(1))

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Shall not discriminate on the basis of the characteristics included in Education Code section 220, including but not limited to disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, immigration status, (Ed. Code § See OUSD Required Affirmations / Assurances in Appendix A

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3. 47605(e)(1))
4. Except for legally permissible admission preferences [as provided in Education Code section 47605(e)(2)], admission to Charter School shall not be determined according to the place of residence of the pupil, or of the pupil's parent or legal guardian, within this state, except that an existing public school converting partially or entirely to a charter school shall adopt and maintain a policy giving admission preference to pupils who reside within the former attendance area of that public school. (Ed. Code § 47605(e)(1))
5. Shall admit all pupils who wish to attend Charter School. However, if the number of pupils who wish to attend Charter School exceeds its capacity, attendance, except for existing pupils of the charter school, shall be determined by a public random drawing. Preference shall be extended to pupils currently attending the charter school and pupils who reside in the Oakland Unified School District ("OUSD" or "District") except as provided for in Education Code section 47614.5. Priority order for any preference shall be determined in the charter petition in accordance with all of the following: (Ed. Code § 47605(e)(2)(A)-(B))
 - a. Each type of preference shall be approved by OUSD at a public hearing. (Ed. Code § 47605(e)(2)(B)(i))
 - b. Preferences shall be consistent with federal law, the California Constitution, and Education Code section 200. (Ed. Code § 47605(e)(2)(B)(ii))
 - c. Preferences shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation. (Ed. Code § 47605(e)(2)(B)(iii))

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d. Preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment. (Ed. Code § 47605(e)(2)(B)(iv))

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6. If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades, and health information. (Ed. Code § 47605(e)(3))

7. Shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code section 47605(e)(2)(B)(iii). (Ed. Code § 47605(e)(4)(A))

8. Shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to Charter School before enrollment. (Ed. Code § 47605(e)(4)(B))

9. Shall not encourage a pupil currently attending the charter school to disenroll from the charter school or transfer to another school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code section 47605(e)(2)(B)(iii). (Ed. Code § 47605(e)(4)(C))

10. Shall post the California Department of Education's Charter School Complaint Notice on Charter School's website and Charter School shall provide a parent or guardian, or a pupil if the pupil is 18 years old, a copy of this notice at all of the following times: When a parent, guardian, or pupil inquires about enrollment; before conducting an enrollment lottery; and before disenrollment of a pupil. (Ed. Code § 47605(e)(4)(D))

Declaration Required by Education Code Sections 47611.5(b) and 47605(c)(6)

Charter School is and shall be deemed the exclusive public employer of the employees of Charter School for purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code, and shall meet the requirements of Government Code sections 3540-3549.3 related to collective bargaining in public education employment (Ed. Code § 47611.5)

Other Assurances

Charter School:

1. Shall meet all statewide standards and conduct the pupil assessments required pursuant to Education Code sections 60605 and 60851 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in noncharter public schools. (Ed. Code § 47605(d)(1))
2. Shall operate in compliance with generally accepted government accounting principles. (Ed. Code § 47605(c)(5)(I))
3. Shall at all times maintain all necessary and appropriate insurance coverage.
4. Shall be subject to conflict of interest and other laws pertaining to public officials, including

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Government Code section 1090 *et seq.* and the Political Reform Act. (Ed. Code § 47604.1(b)(3) and (4))

5. Shall require its teachers to hold a certificate, permit, or other document issued by the Commission on Teacher Credentialing (CTC) equivalent to that which a teacher in other public schools would be required to hold. (Ed. Code § 47605(l))
6. Shall not hire any person who has been convicted of a violent or serious felony except as otherwise provided by law, and, if the school contracts with an entity for specified services, verify that any employee of that entity who will have contact with students has had a criminal background check. (Ed. Code §§ 44830.1, 45122.1, and 45125.1)
7. Shall not discriminate against any employee or candidate for employment on the basis of the fact or perception of a person's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status or any other protected classification, in accordance with applicable law, and shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. (Government Code § 12940; Title 5 CCR §11967.5.1(f)(5))
8. Shall adhere to all applicable provisions of federal law relating to students with disabilities, including the Individuals with Disabilities Education Act; Section 504 of the Rehabilitation Act of 1974; and Title II of the Americans with Disabilities Act of 1990, and serve students with disabilities in the same manner as such students are served in other public schools. (Ed. Code §§ 47646, 56145)
9. Shall adhere to all applicable provisions of federal law relating to students who are English language learners, including Title VI of the Civil Rights Act of 1964; the Equal Educational Opportunities Act of 1974; MGL c. 76, section 5; and MGL c. 89, 71 sections (f) and (l).
10. Shall follow the provisions of the McKinney–Vento Homeless Assistance Act of 1987 (42 U.S.C. ch. 119 § 11431 *et seq.*) and Education Code sections 48850-48859 to ensure that homeless students and foster youth have access to the same free, appropriate public education, including public preschools, as provided to other children and youths.
11. Shall provide reasonable accommodations on campus to a lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. (Ed. Code § 222)
12. Shall provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications. (Ed. Code §§ 48907 and 48950)
13. Shall comply with all other applicable federal, state and local laws and regulations that pertain to the applicant or operation of the charter school, including, but not limited to, the following:
 - a. The California Code of Regulations
 - b. The Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part

99]

c. Title IX of the Education Amendments of 1972 (20 U.S.C. Sec. 1681 *et seq.*)

d. Displaying all required postings at school site and online

e. Following the minimum and maximum age requirements for enrollment

f. Providing the minimum number of instructional minutes

NOTE: Throughout this Charter there is specific "District Required Language" (DRL), including but not limited to the above *Affirmations, Declarations, and Assurances* section. All DRL should be highlighted in gray. To the extent that any inconsistency may exist between any provision contained within the body of the Charter and the DRL, the provisions of the DRL shall control.

INTENT OF CHARTER SCHOOLS ACT

In accordance with the California Charter Schools Act of 1992, as amended (the Charter Schools Act), Downtown Charter Academy petitions the Oakland Unified School District to grant renewal of the charter petition for the continued operation of a middle school campus.

The Charter Schools Act states:

It is the intent of the Legislature...to provide opportunities for teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure, as a method to accomplish all of the following:

- (a) Improve pupil learning.*
- (b) Increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving.*
- (c) Encourage the use of different and innovative teaching methods.*
- (d) Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.*
- (e) Provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system.*
- (f) Hold the schools established under this part accountable for meeting measurable pupil outcomes, and provide the schools with a method to change from rule-based to performance-based accountability systems.*
- (g) Provide vigorous competition within the public school system to stimulate continual improvements in all public schools.*

California Education Code Section 47601(a)-(g).

The Charter Schools Act provides that a petition must contain reasonably comprehensive descriptions of the elements described in California Education Code Sections 47605(b) (5)

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(A)-(O). These sections of the law and the required descriptions are provided below.

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EXECUTIVE SUMMARY

Amethod Public Schools, a 501(c)(3) nonprofit public benefit corporation, was founded in Oakland, CA in 1993 with the intent to create charter schools that produce academic results and reduce the achievement disparity that exists among the different student subgroups. The organization's flagship school, Oakland Charter Academy (OCA), is the oldest charter school in the City of Oakland, and the 14th school chartered in the state. For nearly twenty five years, we have been serving hundreds of Bay Area families with effective programs that produce results.

It is the objective of DCA and organization to continue fostering a positive school environment and culture where being diligent and taking personal responsibility are the norm. DCA demonstrates that public schools can produce successful students if they are operated in small and organized settings. It is the organizational belief that any child has the opportunity to be successful if they receive the proper education they need to be triumphant in college, family, and life.

Rationale for Material Revision

Downtown Charter Academy submits this material revision to reflect a temporary change in admissions and enrollment policies for the 2026–27 school year. In alignment with Education Code § 47607(a)(4), a material revision is required when a charter school proposes substantive changes to its enrollment preferences.

This revision establishes a one-year enrollment preference for families displaced by the closure of Oakland Charter Academy. Providing this preference ensures continuity of educational access for impacted students, supports equity for families experiencing displacement, and affirms DCA's commitment to serving the broader Oakland community.

By codifying this temporary policy through a material revision, DCA ensures transparency, compliance with applicable law, and responsiveness to community needs while maintaining the integrity of its admissions process for all families.

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DCA Meets the Renewal Standard* CHARTER RENEWAL CRITERIA*Evidence of Meeting Charter Renewal Standards Pursuant to Education Code Section 47607(b)**

Education Code Section 47607(b) requires that a charter school must meet at least one of the following renewal criteria prior to receiving a charter renewal:

- (1) Attained its Academic Performance Index (API) growth target in the prior year or in two of the last three years, both school wide and for all groups of pupils served by the charter school.
- (2) Ranked in deciles 4 to 10, inclusive, on the API in the prior year or in two of the last three years.

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- (3) Ranked in deciles 4 to 10 inclusive, in the API for a demographically comparable school in the prior year or in two of the last three years.
- (4) The entity that granted the charter determines that the academic performance of the charter school is at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the charter school is located, taking into account the composition of the pupil population that is served at the charter school.
- (5) Has qualified for an alternative accountability system pursuant to subdivision (h) of Education Code Section 52052.

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As indicated below with the most recent CAASPP comparison data, the Charter School meets the criteria of Education Code Section 47607(b)(4).

See Also CAASPP Comparison Table in Appendix B

School / Entity	ELA % of all students meeting standard	Math % of all students meeting standard
DCA	73.3%	84.61%
Bret Harte Middle School	25.55%	17.53%
Urban Promise Academy	24.51%	11.38%
Roosevelt Middle School	24.12%	20.63%
OUSD	30.81%	20.74%
State of California	47.93%	36.56%

Overview of AMPS' Schools

Downtown Charter Academy (DCA) opened in 2013 and serves a student population that is 97% minority and 80% socio-economically disadvantaged. In 2013, DCA was the third highest performing middle school in California and in 2016, DCA received the Gold Ribbon Award from the California Department of Education for its academic achievement. According to CAASPP 2017 Results, 73.3% DCA students exceeded or met the achievement standard and demonstrated advanced progress towards mastery in English Language Arts, and 84.61% exceeded or met the achievement standard in Math. DCA is ranked 10/10 on greatschools.org. DCA is located at 2000 Dennison Street, Oakland, CA 94606, and can be reached at (510) 535-1580. DCA is currently petitioning OUSD for renewal of its charter.

Oakland Charter Academy (OCA), the flagship of the AMPS organization, opened Oakland's first charter school in the fall 1994; then the fourteenth charter school authorized in the State of California. OCA has not only survived, but progressed, becoming a nationally recognized *No Child Left Behind* - Blue Ribbon School in 2008; the second public middle school serving under the authority of Oakland Unified School District to receive the distinguished award. OCA is located at 4215 Foothill Blvd in Oakland, CA 94601, and can be reached at (510) 532-6751. OUSD renewed OCA's charter in 2018.

Oakland Charter High School (OCHS), established in 2007, is ranked one of the top 20 schools in California, outperforming many schools in more affluent areas of the state. Awarded the Gold Medal by US News Best High Schools two years running, OCHS has sent over 96% of its graduates over the last three years to colleges and universities such as Harvard, Princeton, Stanford, and various UC and CSU campuses. OCHS has received the Innovate Public Schools Award for low income student achievement every year since 2015. The majority of OCHS' students come from either OCA or DCA, and the successes enjoyed at the middle schools and the high school are inextricably linked. OCHS is located at 2433 Coolidge Avenue in Oakland, CA 94601, and can be reached at (510) 436-0101. OUSD renewed OCHS' charter in 2017.

Richmond Charter Academy (RCA), the first Amethod School in the city of Richmond, has proven to be an academic success. In its first year, RCA reached an API score of 817, making it the highest performing public middle school in Richmond since the inception of the 1998 California Public Accountability Act.

RCA was the recipient of the 2016 and 2017 Gold Ribbon Award from the California Department of Education for its academic performance. Innovate Public Schools also named RCA among the most highly coveted in the Top Bay Area Schools List. RCA is located at 1450 Marina Way South in Richmond, CA 94804, and can be reached at (510) 235-2465. West Contra Costa Unified School District (WCCUSD) renewed RCA's charter in 2017.

Benito Juarez Elementary (BJE) opened in 2014, is the first elementary school established in the AMPS network. In its first few years, BJE has seen steady growth in test scores as it continues to serve some of Richmond's most challenged families. In 2015, BJE received the Innovate Public Schools Award for Top Performing Bay Area Schools for Low-Income students in math. BJE currently serves 489 students. BJE is located at 1450 Marina Way South in Richmond, CA 94804, and can be reached at (510) 215-7009. WCCUSD authorized BJE's initial charter petition. BJE is currently in the process of renewing its charter.

John Henry High School (JHHS) opened its doors in 2015 and is the second high school in the AMPS network. JHHS was established at the request of stakeholders to continue the success of Richmond Charter Academy and to mirror its sister school, Oakland Charter High School, by providing a rigorous, college preparatory high school for the West Contra Costa Unified School District. In its first years, JHHS has seen steady growth in test scores as it continues to serve a student population of 350 that is 99% minority and over 80% socio-economically disadvantaged. JHHS is accredited by the Western Association of School and Colleges (WASC) and is on its way to becoming one of the highest performing high schools in California. JHHS' first ever graduating class sent over 90% of its graduates to colleges and universities across the nation. JHHS is located at 1402 Marina Way South in Richmond, CA 94806 and can be reached at (510) 235-2439. JHHS is authorized by WCCUSD and will be seeking renewal in the 2018-19 school year.

Key Leaders

Claudia Lee (Site Director)— Claudia Lee is a Fulbright scholar who began her career in education as a founder of a school for 57 homeless children for Children of the Andes Foundation, in Bogota, Colombia. She then worked as a first grade teacher for the Philadelphia School District. At Independence Charter Ms. Lee was a teacher, Spanish immersion coordinator, and curriculum specialist. At Children Literacy Initiative, she was a professional developer and teacher coach for the north eastern states. At Pan American Charter School, she worked as Assistant Principal; she then worked as principal at Colegio Bilingue Santa Marta, and as a content specialist at Kipp Excelecia. Ms. Lee holds a master's degree in writing from the City College of New York, a M. Ed. in Education, Curriculum, Instruction and Technology from Temple University, and a master in school leadership from Areadia University. As a published writer and translator, she received the Honorary Mention of the Book of the

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Americas Award for the book *Messengers of the Rain and Other Poems from Latin America*. Ms. Lee also worked as the CEO of ASI, SAS, an environmental consulting company, where she learned about environmental laws and practices. Outside school, Ms. Lee enjoys hiking and cooking with her husband, reading, writing, gardening, and listening to music; but what she loves most, is traveling and chilling with her now grown-up kids.

Ainye Long (Regional Superintendent)—Ms. Long has over 17 years of experience in the educational field and most recently served as an 8th grade Mathematics and algebra teacher in Los Angeles. Prior to serving as Regional Superintendent, she was the Director of Parent and Community Engagement for the California Charter Schools Association, and a high school mathematics teacher in Oakland, CA. She served as an AMPS' middle school teacher for Oakland Charter Academy from 2007-2009, was a founding teacher at Oakland Charter High School, and was the AMPS Board President in 2013 when Downtown Charter Academy was first chartered.

Since returning to AMPS this past spring as Regional Superintendent—Oakland, Ms. Long is responsible for overseeing our instructional and operational programs as well as coaching, supporting, and developing our school leader teams. Ms. Long holds a Bachelor of Arts in Economics and American Studies from the University of California, Santa Cruz as well as an Administrative Service Credential from Fortuna School of Education and a Single Subject Mathematics Credential from California State University, Dominguez Hills.

Jorge Lopez (CEO)—CEO's primary functions are to set the strategic vision for the organization, ensure progress toward goals, make executive level decisions regarding organizational growth and strategy, and oversee external relations.

AMPS' current CEO, Jorge Lopez, has been with the organization for 14 years and has over 20 years of experience working with school reform organizations, charter schools, and at risk youth. Mr. Lopez is a former member of the California State Board of Education, as appointed by former governor Arnold Schwarzenegger, where he served as a liaison to the Advisory Commission on Charter Schools (ACCS). Mr. Lopez is a current Harvard Business School Fellow and Aspen—Pahara Fellow (Cohort XVI—2016).

With AMPS, Mr. Lopez began by transforming Oakland Charter Academy Middle School, a once struggling campus, into a National Blue Ribbon school. He has since overseen the growth of AMPS into a nationally recognized system serving over 2,000 students. In recognition of this strong growth, Mr. Lopez is representing AMPS at the National Charter School Accelerator (Cohort 4—2018).

Notable achievements over the last 14 years under Jorge Lopez:

- OCA transitions to AMPS model in Fall 2004
- OCA: 2007 National Blue Ribbon
- OCHS: 2012—956 API and 2017 Gold Medal School in the Top 100 Nationally and Top 5 in Bay Area
- OCHS: 2013 California Distinguished School

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- ~~Downtown Charter Academy and Richmond Charter Academy: 2017 California Gold Ribbon Schools~~
- ~~Over 90% of AMPS graduating seniors are accepted to a four-year university, including JHHS inaugural class where 25 of 27 were accepted to 4 year university (93%)~~
- ~~AMPS is one of fifteen charters nationwide to receive the Federal DOE Expansion Grant for over \$4,000,000~~

~~Prior to working with AMPS, Mr. Lopez worked for the Federal Migrant Education Program Region 2 in Butte County, and Region 23 in San Joaquin County as a Program Director where he oversaw K-12 education site-based services for identified migrant agricultural families and students. Mr. Lopez holds a BA and a graduate degree in Education from Sacramento State University.~~

~~**Pete Cordero** The AMPS Chief Operating Officer is responsible for the strategic growth and build-out of support systems for AMPS, including Talent/HR, Operations, Finance and Accounting, Technology, and Marketing and Data Management.~~

~~Pete Cordero is the current COO of Amethod Public Schools. Prior to his role at AMPS, he was the Director of Resident Development for The Broad Residency in Urban Education. In this role, he focused on leadership development, role progression, supervisor relationships and all aspects of the resident experience that related directly to their work with partner organizations.~~

~~Mr. Cordero was a member and graduate of The Broad Residency's Class of 2007-2009 during which time he served as director of school support services at Partnership to Uplift Communities (PUC) Schools in Los Angeles. Prior to his career in education, he spent twelve years in the private sector serving as director of sales and marketing for DKN Hotels Inc., as national sales director for Kaplan Inc., and as regional sales director for Automatic Data Processing (ADP). Cordero holds a bachelor's degree in Psychology from the University of Southern California and an M.B.A. from the Graziadio School of Business at Pepperdine University.~~

INTRODUCTION

Mission Statement

DCA seeks to prepare students to become innovative individuals who take risks for the good of their academic progress and their community and persevere as they seek knowledge through college and beyond. DCA will strengthen the character and academic skills needed for underserved students in Oakland to excel in competitive middle schools, high schools and colleges and assume positions of responsibility and distinction. Central to the school's mission is the belief that all students can succeed in rigorous college-prep environments when provided with high expectations, a disciplined commitment to academics, extended time for learning, including summer school and daily supplemental instruction, and access to a wide range of enriching learning experiences. It is now a truism that an excellent college education is necessary for expanded opportunities in an increasingly competitive and global 21st century job

market and DCA will seek to meet the challenge through a collaborative effort with all of the school's stakeholders.

Vision Statement

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

Amethod Public Schools (AMPS) - Core Values

The Core Values of the organization represent what all people who work for the organization stand by, defend, trust in, and go forward with. One cannot "set" organizational values; these are attributes that we have discovered to be impactful through our nearly twenty years of service in public education. Over those years, we have learned that the task is to *find* people who are predisposed to sharing the Core Values, and work at attracting and then retaining these people.

Organization's Core Values:

1. Students First
2. Adaptability
3. Goal Oriented Mindset
4. Lead People
5. Commitment to Distinction

Successful and Innovative Programs

Downtown Charter Academy pursues lofty academic goals while infusing methods for instilling a sense of intellectual and studious culture and high expectations among our student body. The Amethod Public Schools culture and procedures are rooted in traditional values such as respect, responsibility, work ethic, academic rigor, and community service. These ideals are explicitly taught to every teacher, and subsequently to every student. AMPS campuses have become known for upholding these values, and this is a large component of what makes our system effective. Our task is to empower underserved students to be different and stand out from their community peers, many of whom are assigned to underperforming schools.

Highlights of College Acceptances (OCHS and JHHS)

DCA students populate OCHS, and AMPS is committed to continue to prepare students to compete and attend the top four year colleges and universities throughout the nation. Accordingly, our graduates have been accepted and have gone on to attend prestigious universities such as, but not limited to the following:

*Boston College
Harvard
University of the Pacific
Bryn Mawr College
California State Polytechnic University,*

*The University of Arizona
Grinnel College
University of California, Berkeley
University of Wisconsin, Madison
Ohio State University*

Pomona College	Hampton University
Pitzer College	University of California, Davis
California State University, Hayward	Spelman College
California State University, Long Beach	San Jose State University
San Diego State University	University of California, Los Angeles
Claremont McKenna	University of California, Riverside
Syracuse University	Johns Hopkins University
Dartmouth College	University of California, San Diego
Fordham University	University of California, Santa Barbara
George Washington University	University of California, Santa Cruz
St. Mary's College	Cal Lutheran University
St. Johns University	University of California, Santa Cruz
New York University	Loyola Marymount University
Sacramento State University	University of Southern California
Chico State University	Florida State University
Princeton University	Notre Dame University
Massachusetts Institute of Technology (MIT)	Cal Poly San Luis Obispo
University of Southern California	University of San Francisco
	San Francisco State University
	Tulane University
	Wake Forest

ELEMENT I: EDUCATIONAL PHILOSOPHY AND PROGRAM

Governing Law – A description of the school’s “The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an “educated person” in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners.” – Ed. Code § 47605(c)(5)(A)(i)

“The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals.” – Ed. Code § 47605(c)(5)(A)(ii)

California Education Code Section 47605(b) (5) (A)(i-ii)

DRL: “In accordance with SB 1290, [CHARTER SCHOOL] pupil outcomes related to annual academic achievement goals will be set and disaggregated by all numerically significant subgroups as defined in Education Code section 52052, including race/ethnicity, socio-economic status (SES), English Learner status, and Special Education designations, in the state priorities that apply for the grade levels served or the nature of the program operated, as well as the specific annual actions to achieve those goals, any additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those additional goals.”

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~~Charter School acknowledges and agrees that it must comply with all applicable laws and regulations related to AB 97 (Local Control Funding Formula), as they may be amended from time to time, which include the requirement that "If the proposed charter school will serve high school pupils, the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the "A to G" admissions criteria may be considered to meet college entrance requirements." – Ed. Code § 47605(c)(5)(A)(iii)~~

Local Control Accountability Plan (LCAP)

Charter School shall annually submit a Local Control and Accountability Plan (LCAP)/annual update to the Office of Charter Schools on or before July 1, ~~in accordance with Education Code section 47604.33.~~ In accordance with Education Code ~~sections 47604.33 and~~ section 47606.5, Charter School shall annually update its goals and annual actions to achieve those goals identified in the charter pursuant to Education Code section 47605(~~bc~~)(5)(A)(ii), using the Local Control and Accountability Plan template adopted by the State Board of Education, as it may be changed from time to time, ~~including but not limited to the following:~~

- ~~• A review of the progress towards the goals included in the charter, an assessment of the effectiveness of specific actions toward achieving those goals, and a description of the changes to the specific actions the charter school will make as a result of the review and assessment.~~
- ~~• Listing and description of the expenditures for the fiscal year in implementing the specific actions included in the charter as a result of the reviews and assessments, classified using the California School Accounting Manual.~~
- ~~• To the extent practicable, data shall be reported in a manner consistent with how information is reported on the California School Dashboard.~~

Charter School shall comply with all ~~other~~ requirements of Education Code section 47606.5, including but not limited to the requirement that Charter School ~~"shall consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the local control and accountability plan and annual update."~~ (Ed. Code § 47606.5(~~et~~)(d)).

~~DCA's pupil outcomes, disaggregated by numerically significant subgroups in compliance with Education Code section 47607(b)(5)(A)(ii), are as follows:~~

~~Attached as Appendix B.~~

~~DRL: "If Charter School serves students in grades 9-12, Charter School shall obtain Western Association of Schools and Colleges (WASC) accreditation before Charter School graduates its first class of students."~~

N/A

~~Add the following text and remove any text to the contrary:~~

~~Charter School shall comply with the requirements of Education Code section 51224.7 with respect to implementing a fair, objective and transparent mathematics placement policy for~~

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pupils entering the ninth grade.
Independent Study

Charter School recognizes that a long-term independent study program (greater than 14 days per school year), is a material term of the educational program described in Charter School's petition. Therefore, if offered, Charter School's petition will contain a reasonably comprehensive description of the long-term independent study program, including how the school will comply with the legal requirements in providing such a program.

Home and Hospital Instruction

Charter School is responsible for providing both its general education and special education students with individual home instruction during any period of temporary disability when the student is unable to participate in on-campus instruction. In the case of a parent notifying Charter School of a request for home instruction, Charter School shall determine the appropriateness of home instruction services within five days of the request and shall begin home services within five days of determining eligibility. If a student disenrolls from Charter School in order to enroll with their school district of residence for home instruction, Charter School shall re-admit such students if they request re-enrollment within one calendar year from disenrollment from Charter School.

If a student with an IEP is unable to attend school due to a temporary or ongoing medical or psychological disability, Charter School shall continue to be responsible for the provision of special education and related services during that time. Home instruction for a student with an IEP or Section 504 plan shall only be provided under the following circumstances (5 CCR § 3051.4): the IEP team has recommended home instruction based on a medical report which is from the student's attending physician, surgeon, or psychologist; states the diagnosed condition; certifies that the student's condition prevents attendance in a less restrictive setting; and contains a projected calendar date for the student's return to school.

Home instruction shall be provided only by teachers with valid California teaching credentials who consent to the assignment. There is no provision in statute that specifically addresses instructional content; however, the goal of home instruction should be maintenance of the pupil's former level of performance.

A student with a temporary disability, who is in a hospital or other residential health facility within the boundaries of OUSD, excluding a state hospital, shall receive educational services by OUSD. A pupil with a temporary disability, who is in a hospital or other residential health facility outside the boundaries of OUSD, excluding a state hospital, shall receive educational services by the school district in which the hospital is located. Pursuant to Education Code § 48207, Charter School shall continue to enroll such students while they are receiving Hospital Instruction. Average daily attendance shall be calculated consistent with the law.

Student Enrollment and Grade Levels Served

Charter School will serve a student enrollment at each grade level and at all grade levels combined in each of the years of the term of the Charter as follows:

Projected Student Enrollment for Each Year by Grade Level and Total Enrollment								
Grade Level	Year 1 2019-20	Year 2 2020-21	Year 3 2021-22	Year 4 2022-23	Year 5 2023-24	Year 6 2024-25	Year 7 2025-26	Year 8 2026-27

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6	110	110	110	110	110	110	100	112
7	110	110	110	110	110	110	100	168
8	110	110	110	110	110	110	110	168
Total	330	330	330	330	330	330	330	448

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Special Education

Downtown Charter Academy is committed to serving all students, including those with disabilities, in full compliance with the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act, the Americans with Disabilities Act (ADA), and applicable state laws. The school ensures that students with exceptional needs have equitable access to a free and appropriate public education in the least restrictive environment.

DCA operates as its own Local Educational Agency for special education purposes and is a member of the El Dorado County Charter SELPA. As an LEA member, DCA follows SELPA policies and procedures for identifying, assessing, and serving students with disabilities, and uses SELPA forms for all referrals, Individualized Education Programs (IEPs), and record-keeping. The school may also contract with outside providers or non-public agencies as needed to ensure students receive appropriate services.

Students who may qualify for special education are identified through multiple means, including analysis of achievement data, teacher referrals, and the Student Study Team (SST) process. The SST—which includes parents/guardians, teachers, the Site Director, and other staff—reviews concerns and develops interventions. If general education interventions are not sufficient, the SST may recommend a comprehensive evaluation for special education eligibility. Parents may also request assessments at any time, and DCA responds in compliance with mandated timelines.

For students enrolling with existing IEPs, DCA immediately provides comparable services and convenes an IEP team within 30 days to review and adopt or revise the plan. The IEP team, including parents and qualified staff, determines eligibility, placement, and services. Instruction and supports are delivered by appropriately credentialed special education teachers, paraprofessionals, and related service providers such as speech therapists, occupational therapists, and psychologists.

DCA provides a full-inclusion model to the extent appropriate, ensuring students with disabilities learn alongside their non-disabled peers whenever possible. Services are individualized, ranging from classroom accommodations and modifications to small-group or one-on-one instruction, as required by each IEP. Progress toward IEP goals is monitored regularly and reported to parents as frequently as report cards are issued to general education students.

Funding for special education is derived from federal, state, and SELPA revenues allocated to the school, supplemented by DCA's general budget. These funds support internal staff, contracted providers, and specialized resources. DCA invests significantly in special education programming, allocating over \$1,000 per student with disabilities for staff, software, and contracted services.

In all matters of discipline and school policy, DCA follows IDEA requirements, ensuring that students with disabilities are afforded due process and appropriate behavioral interventions. Staff receive professional development on compliance with IDEA, Section 504, and SELPA policies to ensure consistent implementation.

Through these structures, Downtown Charter Academy demonstrates its commitment to identifying,

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supporting, and educating students with disabilities, while upholding its mission to provide rigorous, inclusive, and equitable learning opportunities for all students.

Educational Philosophy

Our philosophy was developed to reflect our vision of how to best remedy the deficiencies in academic performance of poor and/or minority children in California public schools. This major achievement gap in performance between the different subgroups, divided among racial and economic lines has exposed an issue that should be considered a national crisis. A first-rate free and public education is at the cornerstone of this America's success; however the current disparity among poor and minority children's academic performance should now be considered a crisis and a major concern to the country's future.

Amethod Public Schools, parent organization for Downtown Charter Academy (DCA), believes that higher education is the surest path to future success for poor families, and having high expectations of all students is an absolute necessity. Drawing the best from every student takes immense effort from the teachers, families, administrators, and students; but the results are well worth it. We reason that some of the keys to drawing the best from every student requires schools to have high expectations, highly effective teachers, academic rigor, professional development, stakeholder commitments, and the will to support a demanding academic program.

The AMPS organizational framework encourages students and families to realize that commitment to an intense academic program and establishing a strong work ethic is pivotal to future personal success. It is our intent to teach students to go past their academic level of comfort and pursue challenging coursework eagerly and to see rigorous courses as the key for success.

Moreover, we believe that students and families need to be conscious of the messages that reinforce low expectations and excuses which are pervasive in many institutions, including schools, and the messages they convey to inner city students.

Parents sending their children to DCA can expect:

- 1) ***Small Campus-*** Schools with large populations of students are built on the premise that theoretically, due to the economies of scale, a large school is more efficient at delivering a comprehensive educational product. The problem is that these large schools are too big and students become numbers, not individuals. Many students can fall through the gaps and end up with their academic needs failing to be addressed in large schools. Moreover, problems such as discipline and violence can escalate, and campus security becomes a serious issue. Teachers can end up becoming nothing more than traffic cops, and as expected, the quality of instruction deteriorates. Our smaller campuses expose students to more information, time, and individual attention therefore making it much easier to figure out how a student learns and what makes them tick academically, and socially. It is far easier to close the gaps in a school system in a small campus setting.
- 2) ***Departmentalized Classrooms-*** A core part of the AMPS middle school curricular model is the implementation of departmentalized classrooms. By offering the departmentalized classrooms, DCA students are offered highly qualified instructors, best practices for specific content disciplines, more in depth focus on each discipline, and increased opportunities for inquiry based learning. This curricular approach has been proven extremely effective at AMPS middle school sites.
- 3) ***Structure-*** AMPS considers effective teaching practice, structured classrooms, and orderly schools to be the key measures to prevent negative student behaviors. Teachers must give students a clear understanding of how tasks proceed. For example, if students are to enter the class, teachers will begin by describing how students are to enter the facility and classroom properly. This must be explicitly taught and re-taught early to avoid confusion. We expect every teacher to make lists of student roles and group responsibilities, and explain, and teach these thoroughly to students. In this way, students will know what is expected of them throughout the course of the year. Explicit information detailing what is expected of students is provided, taught, and reinforced through clearly structured daily patterns, rituals, and class activities. We do not ascribe to the spiral of continual suspensions and the constant flow of students to the office as

is seen in many schools and view a focus on a structured school as the best remedy to this issue.

- 4) **Attendance Matters-** As basic as the concept may be, many students, particularly those at the middle and high school levels, become careless about regular school attendance. Missing a few classes seems inconsequential to them and at times it may seem insignificant to parents and families as well. School administrators are sometimes faced with parents who are unaware of their child's absence from school or, worse, which are aware but quite willing to make excuses for the absence. Each lesson presented to students is based upon or related to those that preceded it. Just as we can never regain a moment of time wasted, the child who misses a day of school also misses a day of education which cannot be retrieved. DCA uses an incentive-based program for students and parents to encourage maximum attendance rates.

There are several reasons why regular attendance at school is important for every student.

- **Absenteeism hurts the student.** Students who are frequently absent fall behind in academics and miss important concepts that enhance their ability to understand and follow directions or, ultimately, plan for the future.
 - **Absenteeism hurts other students.** Students who are frequently absent require more individual attention and catch up time from the teacher.
 - **Absenteeism hurts the school and organization.** State financial support for schools is directly linked to student attendance. When students are absent the school loses funding.
- 5) **Positive Behavior Interventions and Supports and Social Emotional Learning –** Part of the AMPS mission statement includes a character development aspect to instill in our scholars the importance of committing to distinction. One of the methods our schools employ is a Positive Behavior Interventions and Support system which reinforces positive behaviors and values rather than punitively punishing bad behaviors. This ensures that students are being focused on the positive qualities that we want them to cultivate at our sites. We also utilize a social emotional learning curriculum to help students learn to manage their stress, time, and relationships with others in a positive and productive way. This is an important aspect of our character development program that supports students' social and emotional growth by offering them the space and language to create a supportive learning community, develop self-awareness and self-management, build positive relationships, and resolve their own conflicts.
- 6) **High Expectations for All Students:** At DCA, there are high expectations for all students. We assure that every student takes rigorous courses, such as Algebra I in the 8th grade, so that every student is on track to have a better choice for advanced and/or honors college preparatory high school courses. Considering that we are an

academically focused school system, we require extensive individual and group work outside of the classroom. As such, our schools offer academic support programs to meet the needs of the entire student population, and to empower students to reach their full potential. The staff is committed to, and required to, ensure that all students are either performing on grade level or working their way through, regardless of their skill level upon enrolling in the school. We also have high standards for student behavior and expect all staff, parents, student, and administrators to understand and reinforce the adherence to proper student conduct and school policies.

Character Development

In addition to focusing on academic skills, teachers at DCA place a strong emphasis on character building. Students learn how to behave in large group settings, track all speakers and presenters, participate in student competitions (e.g., spelling or geography bees), and greet school visitors. Students also have the opportunity to help their community through volunteer programs and activities.

Teachers are expected to use an appropriate mix of instructional techniques such as direct instruction, feedback through engagement, and individual student practice in their lessons that reinforce the character education expectations and keep the character goals active and present through the lessons. DCA students acquire life skills that provide a meaningful connection to society.

The goal for all of our students is to develop an understanding that education is imperative for their future, and absolutely necessary for their success in adulthood. It is our intent to establish a school culture where diligence, perseverance, and creativity are respected, and where students feel responsible for their own education is the ultimate goal.

WHOM THE SCHOOL IS TRYING TO EDUCATE

Downtown Charter Academy Middle School shall be nonsectarian in its programs, curriculum, admission policies, employment practices, and all other operations; shall not charge tuition, and shall not discriminate against any pupil on the basis of ethnicity, national origin, gender, gender identity or disability. Amethod Schools has demonstrated tremendous success over the past 25 years in providing effective programs to different subgroups and school sites, and will continue to make a difference in the neighborhoods it serves.

As previously stated, DCA is open to any student or family who wishes to attend; however, the school will concentrate outreach efforts to OUSD students who fit the following criteria:

- *Students who live in low-income households and neighborhoods;*
- *Students whose primary home language is not English;*
- *Students who would be the first in their families to attend college.*
- *Students from immigrant head of households;*

WHAT IT MEANS TO BE AN EDUCATED PERSON IN THE 21ST CENTURY

An individual must be able to thrive in a demanding, fast paced and extremely competitive global environment with a very demanding and fluid economic and technological market. The reality is that America is losing many of the manufacturing and industry driven jobs that once were at the core of the American workforce and middle class. Combined with the demands of an extremely competitive global citizenry, Americans will be compelled to be persistent, industrious, innovative, adaptable, trained, and self-motivated individuals who are committed to continuous learning. The ability to think and analyze with an open mind and make informed decisions based on acumen and understanding of a wide range of perspectives and possibilities will also be essential. This is what education should provide; an academic foundation that will offer the opportunity to enter the world of academia and higher learning in preparation for the challenges of the future global market. DCA students are taught to think, not what to think.

Contemporary success and prosperous career paths, more often than not, demand a college education. Especially for poor minority students residing in urban inner cities; a college education presents the surest path out of poverty and generational disparity. Data from the US Census Bureau indicates that college graduates will earn far more money over their lifetime than non-college graduates.

Tony Wagner in his book, *The Global Achievement Gap*, discusses the new millennium that was ushered in by a dramatic technological revolution and states that we now live in an increasingly diverse, globalized, and complex media-saturated society. According to his research, there are seven skills a well-educated person in the 21st Century must possess (Wagner, 2008). The seven skills highlighted by Wagner are the following:

1. Critical thinking and problem solving
2. Collaboration and leading by influence
3. Agility and adaptability
4. Initiative and entrepreneurialism
5. Effective oral and written communication
6. Accessing and analyzing information
7. Curiosity and imagination

Therefore, DCA believes that a strong academic foundation in the middle school content is imperative. Students need to first receive and master the essential fundamentals such as analytical reading, math fundamentals, and reading comprehension that are the building blocks for academic and brain development. Also, equally important is the development of a steadfast work ethic that will compel the individual to persevere and persist through academic and personal challenges they will encounter in their lives.

Our schools exist to ensure the pipeline to college is filled with students who possess the knowledge and aptitude necessary to succeed in college and the increasingly competitive society. Regardless of their backgrounds, economic standing or any other demographic, it is our task to instill and cultivate these habits with our students and see to it that they possess the tools and confidence necessary to succeed in school and beyond, as contributing citizens of the 21st century.

HOW LEARNING BEST OCCURS

Our schools use data and data analysis as the guiding standards to our methodology. We collect and evaluate achievement, grade performance, and non-academic data such as attendance, and suspensions to measure the effectiveness of the school's overall performance. One of the core concepts for our methodology is to focus our instructional minutes in core content subjects Math and English, Science and History. For example, students in our model receive up to 72 minutes of English daily, with tutoring options available during and after school hours.

Another pillar is our belief that a school must first and foremost provide a safe, orderly, and disciplined classroom culture otherwise the resulting chaos will have a detrimental effect on the learning, and success of all students. Too many excuses are being made and negative attitudes tolerated in local schools and this has resulted in chaotic campuses, school safety issues, burned out faculty, and meager student performance. Learning best occurs when the teacher is organized, engaging, constantly assessing and capturing student attention all the while commanding the curriculum and management of the class. We assert that proper classroom procedures, practice and a sound discipline policy are essential to effective teaching and learning. Inexperienced or laissez-faire teachers tend to be fearful of allowing students to share responsibility for the class. Indeed, many students will behave irresponsibly when given too much latitude while some students, when given a choice in the matter, will choose to not work at all.

Instructional Domains

The Instructional Domains are a compilation of desired best teaching practices summarized with common measures of student success. AMPS' own practice throughout 25+ years of existence have also influenced the standards for every school site. Each standard is designed to create clear, rigorous and effective site pattern for success.

The selected instructional domains are used to gauge teacher effectiveness and instructional practice in Amethod Public Schools classrooms. The framework provides an expectation of common practice to facilitate peer and administrative observations. Through in-house instructional development, coaching and reinforced teaching practices expected within our schools – we develop highly effective teachers. At the student level, the standards in the framework serve to create a common instructional experience across classes and schools by instituting valuable organization wide procedures, rituals and strategies.

There are five (5) areas identified as *Domains* aligned to our teacher evaluation. The described standards and strands demonstrate what is expected to be observed in all of the Amethod Public School classrooms.

Below is an overview synopsis of what teachers in the AMPS system are expected to exhibit.

Domain 1: Purposeful Planning

- *Lesson Design*
- *Lesson Materials*
- *Objective Driven- Plans and Assessments*
- *Focus on All Learners (Modifications, Differentiation)*

Domain 2: Effective Instruction

- *Establishing Learning Expectations and Student Engagement*
- *Use of Instructional Strategies*
- *Pace of Instruction*
- *Assuring All Students Interact with New Knowledge*
- *Addressing the Range of Learners*
- *Urgency*
- *Classroom Setting*
- *Academic Content Mastery and Delivery*

Domain 3: Data Evaluations & Assessments

- *Classroom Assessments*
- *Checking for Understanding and Responsiveness to Daily Student Learning*
- *Ability to Analyze Assessment Results*
- *Appropriateness of Response to Assessment Results*
- *Growth on Interim Assessments*

Domain 4: Classroom Management

- *Classroom Tone: Strong Voice and Positive Framing*
- *Alignment with School Culture*
- *Classroom Procedures and What to Do*
- *Ability to Refocus a Class and Do It Again*
- *Level of On Task Behavior and 100%*
- *Dealing with Challenging Situations and Students*
- *Relationships with Students*

Domain 5: Professionalism (Expectations)

- *Timeliness (School Day, Classes, Meetings)*
- *Ability to Meet Deadlines*
- *Professional Dress and Attitude*

- *Additional Contributions and Responsibilities*
- *Professional Development Participation and Implementation*
- *Relationships with Colleagues/ School*

See Appendix C - AMPS – Instructional Effectiveness Domains & Competencies

Instructional Program Tools

DCA will give students opportunities to learn academic and life skills from teachers, parents, classmates, and community members. The instructional strategies employed at the school are described below.

- ***Differentiated Instruction & Standards-based Instruction***

All too often, teachers “teach to the middle”, meaning instruction is geared toward the mid-range of academic levels in the classroom. This severely hampers students who are struggling and those who are excelling. In order to maximize the learning opportunities and attainment of content standards in all core subjects for students, Downtown Charter Academy utilizes a variety of differentiated instructional strategies. Instruction is delivered through a variety of different lesson types including an engaging lecture style format, inquiry-based learning, and differing modalities of instruction such as auditory, visual, and multi-media and other technology-based strategies in an attempt to leverage advances in the blended style of academic models for individual student needs. In addition, all teachers collect, analyze and reflect upon student achievement data on a weekly basis to guide the instruction and ensure that all students’ needs are being met. Traditional small group tutoring and reinforcement will continue to be offered to students.

- ***Low Student-Teacher Ratios***

By design, DCA is a small school campus. There are many positive attributes to small campus that include: more attention to students and families more focused academic programs, and a tighter sense of school community. We will seek to limit class sizes to 33 students and will leverage the size through the ongoing use of the Learning Lab and technology components. For students needing intense intervention in math and reading, resource tutors will be provided who will work with small groups in the schools Learning Lab after school programs with an ideal ratio of 10:1.

- ***Individual Learning Plans***

Individual Learning Plans are used as a tool for teachers throughout the year. Students are unique individuals with specific needs, and in order for instruction to be most effective, the particular levels, struggles, and learning needs of students must be taken into account. Therefore, the school creates Individual Learning Plans (ILP) for student’s based on assessed needs. The ILP’s map out each student’s assessed entry point into their respective grade level, academic needs, goals, linguistic needs, and social attributes for the specific student. Parents are an active partner in the ILP process.

See Appendix D – ILP Form

- **Added Time**

DCA offers more than the required amount of instructional minutes recommended by the state for Math and English / Language Arts. This allows for a more in depth and comprehensive study of the subject matter.

This abundance of instructional time in core subjects affords more time for students for content mastery, and leveraged learning through the usage of technologies. More time means more opportunity for differentiated instruction.

- **Summer Program**

Our Summer Program has two main goals: 1) Support students who need to be better prepare for the next grade in Math and Language Arts. Students come to school for a 3-week intensive small group instruction and skill practice that target their performance gaps. 2) serve as a bridge to incoming students so that by the beginning of the academic year, students know expectations of behavior, homework and academic routines. It is also a time for community building. This methodology has proven to be efficient in helping students adapt to the academic rigor of the school and form relationships with teachers and peers.

ANNUAL GOALS

1. College and Career Readiness for All Students
2. Positive School Culture and Student Engagement
3. Parent Support and Engagement
4. Student Access to Technology

The following program description reveals how these annual goals are being addressed at DCA. Also, the annual LCAP is attached in the appendix and available at amethodschools.org in both English and Spanish. The LCAP further describes actions taken to reach these goals and the financial implication of these actions.

See Appendix E for DCA LCAP in English

CURRICULUM AND PROGRAM

Amethod Public Schools-Scope and Sequence

K-8 Common Core State Standards

The California State Board of Education has established “rigorous world-class” content and performance standards through the adoption of the **Common Core State Standards**. DCA will ensure that students demonstrate mastery of these standards in the core disciplines (English/Language Arts, Mathematics, Social Studies/History, and Science).

Every DCA student, teacher, and parent associated with the school will be familiar with the standards for his/her grade level. To achieve this, grade-level appropriate standards shall be clearly articulated and integrated into all lesson plans and classroom activities, and shall be referenced in the homework assigned to students.

Actions taken to implement the CCSS with fidelity

1. *Unpack the Standards*: Ensure teachers, and instructional staff know and understand the CCSS for mathematics and ELA / literacy.
2. *Supporting aligned instructional practice*: Ensure tools and programs used to guide instructional practice reflect and prioritize the expectations of the CCSS.
3. *Focused professional development*: Ensure PD and resources spent on learning deepen educators' knowledge of and facility with the CCSS.
4. *Aligned materials*: Review existing state aligned materials and ensure instructional resources meet the goals and expectations of the CCSS.
5. *Aligned assessments*: Ensure school interim assessments accurately reflect the expectation of the CCSS. Teachers are encouraged to use previously released test questions to help them align their own in class assessments. AMPS also uses IlluminateEd, allowing teachers to build standards based assessments to regularly track student achievement.
6. *Involved the community*: Engage staff, parents and community members with the intent and plan for the school to incorporate the CCSS.

English/Language Arts - Common Core State Standards (CCSS)

The CCSS require that students read more challenging texts during instruction than has been general practice in the past. The reason is that this shift could help students reach more advanced literacy achievement levels. But, research also shows this to be a complex instructional issue and one that will not likely be accomplished successfully without a nuanced and thoughtful approach. Merely adding more challenging texts to the curriculum is not a sufficient or effective response to this requirement.

Common Core - Necessities for English Language Arts/Literacy

1. Building knowledge through content rich nonfiction.

Building knowledge through content rich nonfiction plays an essential role in literacy and in the standards within the CCSS framework. In 6-12, ELA classes place much greater attention to a specific category of informational text literary nonfiction than has been traditional in the previous state standards. Informational reading primarily includes content rich non-fiction in history/social studies, science and the art.

The standards for literacy in the cross curricular CCSS format aim to ensure that students will be able to independently build knowledge in these disciplines through reading and writing. DCA actively infuses nonfiction texts to the existing literature program established for the AMPS middle school sites.

2. Reading, writing and speaking grounded in evidence from text, both literary and informational

AMPS adheres to the CCSS standards and places a premium on students writing to sources, using evidence from texts to present careful analyses, well defended claims, and clear information. Rather than simply asking DCA students questions they can answer solely from their prior knowledge, deducing, or experience, students are expected to answer questions that depend on their approach of having read the text or texts with care and purpose. Thus, considering that reading standards focus on students' ability to read carefully and grasp information, arguments, ideas and details based on text evidence, AMPS incorporates different interpretation strategies for core and analytic reading as a supplement to the core content program.

The standards also require the cultivation of narrative writing throughout the grades, and in later grades a command of sequence and detail is essential for effective argumentative and informational writing.

3. Regular practice with Complex text and its academic language

Rather than focusing solely on the skills of reading and writing, the CCSS standards highlight the growing complexity of the text's students must read to be ready for the demands of college and careers. While this has always been an embedded part of the AMPS middle and high school curriculum, we have incorporated many more scientific and nonfiction spiraled reads for all grade levels. The CCSS standards aim to build a staircase of text complexity so that all students are ready for the demands of college and career level reading no later than the end of high school, therefore reading comprehension and a focus on academic vocabulary is addressed as well.

It is the objective of DCA is to prepare students to be ready for the advanced and honors leveled courses in high school and beyond; that is the intent of the Common Core curriculum. Why are the middle grades such a critical time in terms of academic preparation? In many ways the middle grades represent a fork in the road on the path to college. It is the time when students are choosing who they want to be in the world and are solidifying their academic path. Well-developed programs and school programs, because they support students at such a critical time in their lives, have a unique opportunity to shape students' futures, as long as they are intentional and comprehensive in meeting the academic, developmental and social needs of their students.

There is a common agreement about the rigorous high school courses students should take in order to prepare for college (*e.g., 4 years of English; 4 years of math, culminating in pre-calculus or calculus; 2-4 years of science; etc.*), and additionally, there are the Honors and

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Advanced Placement courses that are coveted courses by many universities. AMPS Staff have learned from our experiences that the rigorous college-prep classes are heavily dependent on middle school.

A students' chance of enrolling and excelling in advanced high school courses which adequately prepare them for college, are severely jeopardized if training and coursework are not up to par in middle school. Therefore, middle school students need to be prepared to take a college-prep high school curriculum to have a shot at higher learning.

Recent research from ACT found that the level of academic achievement students attain *by eighth grade* has a significant impact on college and career-readiness and that, "...improving high school course rigor may not succeed unless we first increase the number of entering high school students who are prepared to benefit from such rigorous courses."¹

Data backed effective practices combined together with standard aligned textbooks, added time; support, professional development, and the instructional delivery of well-crafted lessons are the hallmarks of AMPS middle school design components. Included in the AMPS designs are pacing guides, sample lesson plans, instructional standards, teaching strategies and assessments that have been successful at other AMPS campuses.

¹(ACT, 2008- *The Forgotten Middle*-Iowa City, IA)

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Middle School Curricular Model

	6th Grade	7th Grade	8th Grade
Core Classes	-Social Studies: Ancient Civilizations -English 6 /Language Arts (Literature/ Writing) -Math (6 th Grade Math/ Pre-Algebra) -6 th Grade Integrated Science - Physical Education	-Social Studies: Medieval and Early Modern Times -English 7/ Language Arts (Literature/ Writing) -Math (Pre-Algebra/ Algebra 1) -7 th Grade Integrated Science - Physical Education	-History: United States History and Geography -English 8/ Language Arts (Literature/ Writing) Math (Algebra 1 / Geometry) -8 th Grade Integrated Science -Physical Education
Learning Lab Intervention	-ELD, Language Live -Math Foundations -Resource Assistance -CTY -ILP	-ELD, Language Live -Math Foundations -Resource Assistance -CTY -ILP	-ELD, Language Live -Math Foundations -Resource Assistance -CTY -ILP
Health Education	<ul style="list-style-type: none"> • Healthy Relations • Human reproduction • Youth rights • Gender and sexuality • STI/HIV • Body Image 	<ul style="list-style-type: none"> • Healthy Relations • Human reproduction • Youth rights • Gender and sexuality • STI/HIV • Body Image 	<ul style="list-style-type: none"> • Healthy Relations • Human reproduction • Youth rights • Gender and sexuality • STI/HIV • Body Image

AMPS Middle School Literacy Program

The National Reading Panel Report (2000)² and other research summaries emphasized the five essential components of reading—phonemic awareness, phonics, fluency, vocabulary, and comprehension.

In 1995 the California Reading Task Force³ identified four components that a balanced, comprehensive approach to reading must contain. It states that students need to read varied, challenging grade leveled novels and selections; that every school and district must organize and implement a comprehensive and a balanced reading program that is research-based and combines skills development with literature and language-rich activities. Vocabulary development, exposure to different literary genres, and opportunities to examine interesting and complex issues and challenges embedded in literature are hallmarks of the AMPS's Middle School program.

At DCA, we use the SpringBoard English Language Arts 6-8 Curriculum written by College Board. Over the course of the SpringBoard program, students read and analyze a wide range of texts in genres including poetry, novels, plays, biographies, nonfiction narratives, speeches, and films. Students also learn to write in forms including essays, personal narratives, argumentative texts such as editorials, and research papers.

Downtown Charter Academy offers a standards-aligned, rigorous English Language Arts program. Students read varied and challenging grade leveled literature, including novels, short stories, essays, plays, and poems, as well as informational texts covering a wide range of forms and content areas; they learn to unpack and identify the major elements of texts through text dependent questions, collaboration, discussion, and close reading. DCA students see themselves as writers, continually engaging in the writing process of pre-writing, brainstorming, drafting, revising, and publishing. The ELA curriculum develops speaking and listening skills through rigorous academic discussion, literature circles, student presentations, gallery walks, and other means of student discourse. Students feel empowered to express ideas in a supportive environment where the reading and writing process is respected and repeated often, and where they connect the texts they read to their own culture, background, and experience. To support students in these rigorous goals, they have access to on-staff paraprofessional tutors, as well as their teachers.

Reading

DCA places an emphasis on reading, both in ELA class and independently. Students are expected to read grade level appropriate novels independently throughout the year, in consultation with their teacher. They learn to read actively, journaling or otherwise responding to their novel each time they read. In class, students read a diverse, engaging, challenging set of grade level appropriate texts, including personal narratives, short stories, myths and fables, expository essays and informational texts, argumentative writing, poems, and plays. These texts are chosen with an eye toward diversity of author, time period, country of origin, and

² (The National Reading Panel, 2000)

³ (*The Report of the California Reading Task Force*, 1995- Sacramento, CA)

content or subject matter. Students read with active support, and unpack these texts through discussions, graphic organizers, close reading and annotating, and other collaborative and independent approaches. By reading closely and widely, students develop an understanding of literary devices, structures, forms, and meanings. At DCA, students are explicitly encouraged to connect the texts they read to their own culture, background, and experience, as well as to explore essential questions that interrogate whose stories are heard, and why it is important to be empowered to tell one's own story. Reading is experienced as a process of engagement, questioning, and discussing, not simply as a way to acquire facts or knowledge for a test. Student understanding and reading are assessed through active reading artifacts (journals, annotations), structured literature circle discussions, debates, character mixers, and both formative and summative writing tasks.

Writing

Downtown Charter Academy emphasizes writing skills across the academic curriculum. In ELA, this means that students produce a diverse set of written work during middle school. Students see themselves as writers, and are given the opportunity to experience writing in as authentic a framework as possible. Students write both fiction and nonfiction works, including personal narratives, short stories, poems, plays, expository essays, informational articles, argumentative and persuasive letters, research papers, and reflections. Students have the opportunity to read, unpack, and familiarize themselves with both published and student exemplars of their writing task before engaging in the writing process. Students explicitly complete all parts of the writing process - prewriting and planning, brainstorming, drafting, revision, and publication - with an emphasis on the need to repeat parts of the process frequently. All summative writing assignments are written in a workshop environment; students create drafts which receive feedback from both peers and a teacher or paraprofessional tutor. They are then given the opportunity to revise. When possible, students publish authentically - creating a journal of class poems, submitting a persuasive letter to a local paper, or reading a short story to an audience of younger students, for example. Finally, students track their writing throughout the year in order to reflect on their growth as writers and revisit pieces they'd like to revise.

Student writing is assessed according to the CCSS, and each assignment includes a standards-aligned rubric. Teachers design both formative assessments and summative written performance tasks that allow both the teacher and the student to track their progress in different standards-aligned skill areas. Because writing is a process, students are given multiple opportunities to revise and improve their work.

Speaking and Listening

Because ELA is essentially the study of how we communicate, speaking and listening standards are included in the CCSS. At DCA, students have the opportunity to participate in rigorous and structured academic discussion regularly, as well as complete summative performance tasks. This allows students to develop and demonstrate important speaking and listening skills. The summative performance tasks (such as debates, presentations, and panel discussions) are assessed according to CCSS aligned rubrics.

Language

At DCA, students are not taught to see grammar and language skills as discrete from the reading, writing, and speaking and listening skills they are developing. Instead, they have the opportunity to learn and demonstrate these skills in authentic contexts. Grammar principals, conventions of English language, and academic, literary, and other vocabulary are taught in context, and students are assessed in authentic practice. Formative and summative assessment rubrics may include language domains in line with CCSS.

English Language Development for English Learners

At Downtown Charter Academy students come with a range of cultural and linguistic backgrounds, experiences with formal and informal schooling, levels of native language and English literacy, immigrant experiences, and socioeconomic levels, as well as other experiences in the home, school, and community. We support ELs to achieve school success through the CA ELD Standards in conjunction with Common Core Standards and the academic content standards depending on ELs' cognitive development. Students in middle school are engaging in challenging content learning and are "reading to learn" in Purposes, Development, and Structure various content areas. We have seen that ELs benefit from participation in the same instructional activities in content areas like math, history and science. However, we want to be intentional in our support to their language development, so during English, ELs take English in small group instruction that is differentiated based on student need. All students draw upon knowledge of oral vocabulary and structures (e.g., recognition of cognates) to inform their English language learning to some extent, depending on their oral proficiency in the native language and how closely their native language is related to English. Students with established literacy in their native language and content knowledge can transfer these skills and knowledge to English with appropriate instructional support.

We have purchased a curriculum called Language Live, aligned to ELD Standards and CCS which includes a teacher direct instruction and a virtual learning component. For a detailed description of this program, see the following section - *Plan for English Learners*.

AMPS Middle School Mathematics Program

Every student will receive a focused, coherent progression of mathematics learning, with an emphasis on sense-making, connecting representations and proficiency with middle school mathematics curricular standards. All Amethod math classes will ensure that all students have access to an authentic algebra course and preparation for the rigors and goal that all students enroll in the Algebra course by Grade 8. Thus, it is critical that our students be prepared with the mathematical prerequisites for this course.

We currently use Pearson Digits curriculum for 6th and 7th grade students and Pearson Algebra 1 and Pearson Geometry for students in 8th grade. Both programs offer Digital math tools which allow students to interact with the same types of digital tools they will use on next-generation assessments. This helps students get comfortable using those very same tools well before the high-stakes assessments. A variety of assessment types offers plenty of opportunities for formative assessment practice throughout the year and Question types mirror

those found on next-generation assessments and give students ample practice with the higher cognitive demands of the new assessments.

6 General Overall AMPS Principles of Math:

1. **Equity** – Math is for all students, regardless of personal characteristics, demographics, gender, background, or physical challenges.
2. **Curriculum** – Math is viewed as an integrated whole, as opposed to isolated facts to be learned or memorized. Teachers are directed to spend equal time on procedural skills, conceptual understanding, and problem solving. Math students should be expected to explain their reasoning and answer in full sentences.
3. **Effective Teaching** – Amethod Teachers should display 4 attributes: deep understanding of math, understanding of individual student development within the scope of the curriculum, effective routines and procedures for teaching mathematics, and a desire to make math engaging and accessible for all students.
4. **Problem Solving** – DCA students will gain an understanding of math through classes that promote problem-solving, thinking, and reasoning. We will view math as the foundational approach to logic and critical thinking.
5. **Continual Assessment** – Constant and ongoing assessment of student performance, growth and understanding via varied techniques (interim assessments, data points, exit tickets, white boards, etc.)
6. **Meaningful Practice** – Students receive daily opportunities for accessing math learning in a variety of ways. This can include guided explanations through direct instruction, individual practice, group work, and inquiry-based tasks. Students receive homework nightly.

DCA teachers have identified the key strands that are essential to the students' ability to gain strong foundations and solid conceptual understanding. AMPS believes that these strands are taught best through a combination of direct instruction of basic skills, hands-on activities to provide a deeper understanding of math concepts by relating them to real world situations and experiences, and differentiated instruction based on the needs of the students as implemented in the AMPS model. With a target population of students from both economically and educationally underserved backgrounds, DCA will implement a program to ensure a solid math foundation is developed for each child and work to take students to an even higher level of mathematical knowledge and skills plateau to put them on the path to advanced high school courses and through college.

The math program is designed to allow all students access to the material from the start of the lesson. We begin classes with intellectually stimulating warm-up exercises that build interest for students. Our veteran teachers have selected, created and refined task-based lessons that require deep mathematical thinking from students. We emphasize rich mathematical tasks that have real world applications. These tasks are "Low-floor/High-ceiling" so that all students can

access the concepts and there are various ways students can extend their learning. We use textbooks as supplemental material to these carefully crafted lessons.

DCA teachers focus deeply on implementing task-based lessons to encourage students to share and explore different solution pathways. When students see that there are multiple ways to think about problems or ideas they move past routine and algorithmic mathematics. This promotes mathematical discourse among the students. Students critique the reasoning of their peers by offering supporting arguments or counterpoints. Students are also explicitly taught how to engage in a respectful and fruitful debate as described in the Common Core State Standards for Mathematics which include standards for mathematical practices in addition to standards in content.

Common Core - Necessities for Mathematics

- **Focus:** The new standards call for a greater focus in mathematics. They focus deeply on the major work of each grade so that students can gain strong foundations: solid conceptual understanding, a high degree of procedural skill and fluency, and the ability to apply the math they know to solve problems inside and outside the math classroom. In essence, DCA teachers will take advantage of focus to actually pay attention to sense-making in math that is critical for younger students.
- **Coherence:** CCSS intends for students to think across grades, and link to major topics within grades. In other words, standards speak to the idea that math does not consist of a list of isolated topics. The Standards themselves, and therefore any instruction, should build on major concepts within a given school year as well as major concepts from previous school years. Each standard is not a new event, but an extension of previous learning.
- **Linking to major topics:** Instead of allowing additional or supporting topics to detract from the focus of the grade, these topics can serve the grade level focus. For example, instead of data displays as an end in themselves, they support grade-level word problems.
- **Rigor:** In major topics pursue conceptual understanding, procedural skill and fluency, and application with equal intensity. Rigor is about the depth of what is expected in the standards, and also about what one should expect to see happening in the classroom, in curricular materials, learning, and so on.
- **Conceptual understanding:** The CCSS standards call for conceptual understanding of key concepts. DCA teachers support students' ability to access concepts from a number of perspectives so that students are able to see math as more than a set of mnemonics, discrete, and disconnected procedures.
- **Procedural skill and fluency:** The standards call for speed and accuracy in calculation. Teachers structure homework time for students to practice core functions so that

students have access to more complex concepts and procedures in the classroom. The AMPS middle school curricular design will prove pivotal for this concept.

- **Application:** The standards call for students to use math flexibly for applications. Teachers provide opportunities for students to apply math in context. Teachers in content areas outside of math, particularly science, ensure that students are using math to make meaning of and access content.

In order to address the individual needs of students, accelerating those who are ahead and meeting the needs of those who are behind, DCA will supplement math instruction with critical thinking and problem-solving activities, which assist in developing a greater understanding of math concepts and higher order thinking skills.

We offered an Advanced Math path for students who respond positively to challenging material. The selection for these classes is based on numerous data points including, but not limited to: computer-based benchmark assessments, written assessments in which students describe their mathematical reasoning, and work samples from in-class activities and homework. The math department then reviews the data for each student to make an informed decision about the Advanced Math rosters.

As part of our summer training seminar; we address the following points and samples for effective math teaching in preparation for Algebra I at 8th grade.

- **Before lesson**
 - *Review Predictable problem areas*
 - *Prepare questions for deeper analysis of student responses.*
 - *Color code differentiated questions.*
 - *Prepare all necessary materials for efficient time usage during lesson*
- **During Lesson**
 - *Explanation of objectives or informed teaching: precise statements of the goal, rationale for learning the strategy, and information on when the strategy should be implemented.*
 - *Modeling the task*
 - *Prompting - engage students in dialogue that promotes the development of student-generated problem-solving strategies and reflective thinking (students self-evaluate while they are solving problems).*
 - *Students use peers to evaluate student-generated problem-solving strategies as well*
 - *Guided and independent practice – wide range of examples*
 - *Corrective and positive feedbacks*
 - *Direct/Explicit instruction - modeling*
 - *Instructional Variables*
- **Strategy Instruction**
 - *Metacognitive Strategy*
 - *Structured Worksheets; Diagramming*

- *Mnemonics (i.e. PEMDAS)*
- *Graphic organizers*
- ***After Lesson***
 - *Reviews*
 - *Exit tickets*
 - *Assessments*
 - *Re-teach*
 - *Individual practice*
 - *Assessments*

AMPS Middle School History/Social Science Program

The discipline of History/Social Studies (HSS) is crucial for the development of a range of skills and schema, with which our students will question and understand the country, cultures, and world they encounter and inhabit. DCA's HSS program is a rigorous, standards-aligned exploration of the past where students learn history primarily through inquiry, argument, and application. History is taught as an investigative and living discipline, with an emphasis on social justice and culturally responsive curriculum to encourage the full development of our students as agents of positive change in their communities. Throughout their study of history, students learn how to read, write, and think like a historian.

The curriculum used for the Social Science program at Downtown Charter Academy is a comprehensive, standards-aligned, core curricular resource that uses an inquiry-based approach to enhance literacy and critical thinking skills. Courses in this digital social studies textbook include U.S. History, World History, Civics and Government, and World Geography and Cultures. The Tech-book brings historical events, concepts, and phenomena to life for today's students with engaging multimedia resources including interactive text, maps, and timelines, plus videos, photos, audio, and hundreds of primary sources. The streamlined, responsive design provides students with an easy-to-follow, consistent experience, accessible from any device, in any instructional setting. Teachers also have access to exclusive videos, multimedia activities, digital text, more than 3,000 primary sources, model lessons, and assessments. With Social Studies Tech-book, students learn the content and skills needed to question the past, understand the present, and shape the future.

Reading and Writing in History

Students are exposed to a variety of text in DCA history classes, from primary sources to current event news articles. Using active and close reading strategies such as annotation and bucketing, students are taught to digest complex texts, evaluate bias, and find evidence or information depending on their task. At DCA, students are taught writing explicitly in the History classroom. Focusing on the construction of argument especially, DCA students write weekly if not daily in the classroom. They are taught to use evidence collected from sources to form and defend historical claims, and their writing is assessed according to CCSS for History/Social Sciences-aligned rubrics.

Historical Thinking

DCA history classrooms place an emphasis on the development of historical thinking skills (as guided by work such as the development of the Big 6 Historical Thinking Skills), through forms such as media analysis, sourcing, and close reading. Students are taught to question texts

they are given, and learn to trust only what they can corroborate with evidence. They are guided to take the perspectives of historical figures in order to understand the contexts of their words and actions, track continuity and change, examine cause and effect, and evaluate the ethics of past actions and words. These are especially put into practice and assessed through inquiry and investigation activities.

Inquiry/investigation

The DCA history classroom revolves around activities that allow students to delve into focus or essential historical questions through reading or viewing primary and secondary sources and formulating arguments. While not every class will be an investigation, these will serve as the core of each topic and unit. Students will learn how to evaluate sources, look for corroboration, and contextualize their evidence. They will then use this evidence to build historical arguments for prompts such as what really happened, why it happened, or what were the effects of an event.

Social Studies Standards/Guidelines from the HSS Framework:

6th Grade

Students in sixth-grade world history and geography classrooms learn about the earliest humans, the development of tools, the foraging way of life, agriculture, and the emergence of civilizations in Mesopotamia, Egypt, ancient Israel, the Indus River valley, China, Mesoamerica, and the Mediterranean basin. Although the focus is primarily on ancient events and problems, this course gives students the opportunity to grapple with geography, environmental issues, political systems and power structures, and civic engagement with fundamental ideas about citizenship, freedom, morality, and law, which also exist in the modern world. Students practice history as an interpretive discipline. They read written primary sources and secondary sources, investigate visual primary sources, and learn how to analyze multiple points of view, cite evidence from sources, and make claims in writing and speaking based on that evidence.

Patterns that will be explored are:

- The movement of early humans across continents and their adaptations to the geography and climate of new regions
- The rise of diverse civilizations, characterized by economies of surplus, centralized states, social hierarchies, cities, networks of trade, art and architecture, and systems of writing
- The growth of urban societies and changes in societies (due to social class divisions, slavery, divisions of labor between men and women)
- The development of new political institutions (monarchy, empire, democracy) and new ideas (citizenship, freedom, morality, law)
- The birth and spread of religious and philosophical systems (Judaism, Greek thought, Hinduism, Buddhism, Confucianism), which responded to human needs and supported social norms and power structures
- The development and growth of links between societies through trade, diplomacy, migration, conquest, and the diffusion of goods and ideas

7th Grade

The medieval and early modern periods provide students with opportunities to study the rise and fall of empires, the diffusion of religions and languages, and significant movements of people, ideas, and products. During these periods, the regions of the world became more and more interconnected. Although societies were quite distinct from each other, there were more exchanges of people, products, and ideas in each century. For this reason, world history during the medieval and early modern periods can be a bewildering catalog of names, places, and events that impacted individual societies, while the larger patterns that affected the world are lost.

To avoid this, as well as the classically Eurocentric model of medieval study, teachers focus on questions that get at the larger geographic, historical, economic, and civic patterns of the world. To answer these questions, students study content-rich examples and case studies, rather than superficially survey all places, names, and events. Students approach history not only as a body of content (such as events, people, ideas, or historical accounts) to be encountered or mastered, but also as an investigative discipline. Students may analyze concrete objects, such as a porcelain vase or the image of a saint, exchanged or made at sites of exchange. As students investigate the exchanges that took place and the interactions of merchants, bureaucrats, soldiers, and artisans at the site, they learn to consider not only what was happening in one culture but also how cultures influenced each other. They analyze evidence from written and visual primary sources, supplemented by secondary sources, to form historical interpretations. Both in writing and speaking, they cite evidence from textual sources to support their arguments. Students also gain fluency in world geography through maps.

Changes and patterns to follow in 7th grade:

- Long-term growth, despite some temporary dips, in the world's population beyond any level reached in ancient times. A great increase in agricultural and city-dwelling populations in the world compared with hunters and gatherers, whose numbers steadily declined.
- Technological advances that gave humans power to produce greater amounts of food and manufactured items, allowing the global population to keep rising.
- An increase in the interconnection and encounters between distant regions of the world. Expansion of long-distance seagoing trade, as well as commercial, technological, and cultural exchanges. By the first millennium BCE (Before Common Era), these networks spanned most of Afro Eurasia (the huge interconnected landmass that includes Africa, Europe, and Asia). In the Americas, the largest networks were in Mesoamerica and the Andes region of South America. After 1500 CE (Common Era), a global network of intercommunication emerged.
- The rise of more numerous and powerful kingdoms and empires, especially after 1450 CE, when gunpowder weapons became available to rulers.
- Increasing human impact on the natural and physical environment, including the diffusion of plants, animals, and microorganisms to parts of the world where they had previously been unknown.

8th Grade

The eighth-grade course of study begins with an intensive review of the major ideas, issues, and events that shaped the founding of the nation. In their study of this era, students will view American history through the lens of people who were trying—and are still trying—to

fulfill the promise of the Declaration of Independence and the Constitution. Throughout their eighth-grade United States history and geography course, students will confront the themes of freedom, equality, and liberty and their changing definitions over time. This course will explore the geography of place, movement, and region, starting with the Atlantic seaboard and then American westward expansion and economic development, the Civil War and Reconstruction, and finally, industrialization.

As students learn American history from the late 1700s through the end of the nineteenth century, they will develop reading, writing, speaking, and listening skills that will enhance their understanding of the content. As in earlier grades, students will be taught that history is an investigative discipline, one that is continually reshaped based on primary-source research and on new perspectives that can be uncovered. Students will be encouraged to read multiple primary and secondary sources; to understand multiple perspectives; and to learn about how some things change over time and others tend not to. They should appreciate that each historical era has its own context, and it is up to the student of history to make sense of the past on these terms by asking questions about it.

Source: California Department of Education: History/Social Studies Framework

Assessment

These standards are assessed in a variety of forms. Site-wide, each grade takes History Writing Task (HWTs) assessments (content tailored to be grade-specific) after each semester to assess students' ability to make historical arguments based off of a range of provided primary and secondary sources. These DBQ (Document Based Question)-style assessments are scored on a common rubric so student progress can be tracked across the grades and instruction either that year or in the following grade can be informed.

At DCA, students are not subjected to rote memorization and regurgitation as the way they are assessed in class. Within each class, students' historical thinking and content knowledge is evaluated in a formative and summative methods. Through means such as the Stanford History Education Group's (SHEG) Historical Assessments of Thinking (HATs), teachers formatively assess student thinking and ability to source, corroborate and contextualize sources throughout the year. Units culminate in performance tasks, where students demonstrate both content knowledge and historical thinking through authentic application, whether in the form of a project, essay, presentation or other output. Performance tasks allow students to grapple with essential questions, inhabit the authentic roles of those they study, as well as perform the jobs of historians, politicians, or other occupations that directly correlate with content.

DCA students emerge from their study of History at this school with the tools to be critical thinkers and active, informed citizens. They are prepared for 21st century information and news, armed with a deep understanding of the past and the skills to be successful and positive forces for change in high school, college, and beyond.

AMPS Middle School Science Program

We believe that effective standards-based Science programs are lacking among many inner-city elementary schools. It has been our experience that students entering the 6th grade lack the specific science-based vocabulary and understandings that are necessary to address middle school standards as defined by the State Board of Education. Many students leaving the

elementary schools do not have the understanding of the scientific process that is at the core of scientific thought.

The DCA science program fosters students' sense of curiosity about the natural world and gives them a strong understanding of content knowledge and scientific vocabulary, as well as the tools needed to carry out the scientific method. Students are taught that science is an iterative process that requires them to ask critical questions about the world around them. They are given opportunities to design and execute investigative procedures that lead them to logical, reasoned, and empirically supported conclusions. Additionally, we recognize the interdependence of science, engineering, and technology. The inclusion of practical engineering and technology skills in the NGSS are reflected in that students are routinely given tasks where they are asked to develop, test, and optimize design solutions.

DCA offers an NGSS-aligned integrated science curriculum called KnowAtom that focuses on building content knowledge across scientific disciplines in addition to performance expectations. In 6th through 8th grade, students learn physical, earth, and life science. We teach the content through a combination of reading, writing and inquiry-based tasks based on the CCSS Reading Standards for Informational Text and the Writing Standards for Literacy in History/Social Studies, Science, and Technical Subjects. The KnowAtom curriculum has NGSS-designed, grade-specific, K-8 learning progressions. It includes Integrated formative and summative assessments, and Nonfiction reading certified at grade level by The Lexile® Framework for Reading, as well as Online access and digital visuals, tools, and videos that support teachers in their instruction.

We promote inquiry-based learning and create hands-on opportunities for students to engage in the process of scientific investigation and exploration in the classroom. Students learn the process of scientific inquiry through performing labs that require them to demonstrate their investigative skills. As part of the lab procedure, students will engage with their reasoning skills by recording and analyzing data and will be able to draw conclusions that are supported by evidence. Additionally, students have the opportunity to engage with the engineering design process by designing, testing, and refining prototypes to solve real world problems. With a rigorous, interactive, and comprehensive science program, students will learn to be measured and logical in their thinking as well as innovative. The DCA middle school science program will include continual assessment of students' knowledge and understanding as is done with all other content areas.

Physical Education

PE Content Standards

The five (5) overarching model content standards for middle school students are as follows:

- ***Standard 1:*** Students demonstrate the motor skills and movement patterns needed to perform a variety of physical activities.
- ***Standard 2:*** Students demonstrate knowledge of movement concepts, principles, and strategies that apply to the learning and performance of physical activities.

- **Standard 3:** Students assess and maintain a level of physical fitness to improve health and performance.
- **Standard 4:** Students demonstrate knowledge of physical fitness concepts, principles, and strategies to improve health and performance.
- **Standard 5:** Students demonstrate and utilize knowledge of psychological and sociological concepts, principles, and strategies that apply to the learning and performance of physical activity.

Middle school physical education programs will concentrate on all areas of physical activity and mental development. In a period of increasing obesity among American youth, where approximately, less than 20% of adolescents participated in physical activity for at least 60 minutes daily coupled with approximately 17% (or 12.5 million) of children and adolescents aged 2-19 years are obese, a rigorous program that emphasizes a healthy lifestyle will be the focus of the program.

Due to these alarming statistics, physical education classes will stress the importance of student participation, through regular Moderate to Vigorous Physical Activity (MVPA).

- *Moderate physical activity refers to activities equivalent in intensity to bicycling*
- *Vigorous physical activity produces large increases in breathing or heart rate, such as jogging, aerobics or bicycling uphill;*

Benefits of regular MVPA for a minimum of 70 % of class time:

- Increasing MVPA in PE has the greatest potential for increasing health benefits for most students as it generates more energy expenditure; diabetes; contributes to obesity prevention and muscular and bone development; reduces anxiety and stress; improves self-esteem, mood and concentration; and reduces the risk of chronic disease.
- Active and focused PE can contribute to academic performance, improved attendance and positive classroom behavior.
- Reducing risk of childhood disease that afflicts minority children at much higher rates.

Heath Education

We will be compliant with the AB 2601, the bill that includes charter schools in the California Healthy Youth Act (CHYA) requiring middle school students in CA to receive comprehensive sexual health education. We are partnering with Planned Parenthood to make sure that they have access to this important education.

At DCA, we will also offer parent education workshops and professional development training for teachers regarding all the topics related in the Curriculum Model Chart.

Sample Middle School Daily Schedule

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To address and close the achievement gaps, schools need to think outside the box and use time with maximum efficiency. We have no time to waste! The increase in instructional time in core subjects coupled with the short rotations, allow our students to receive a daily program that provides increased instructional time than that mandated by the state of California.

Times	Schedule	Instructional Minutes
8:30 - 8:50	Social Emotional Learning	20
8:50 - 10:02	Math	72
10:02 - 10:05	Transition	
10:05 - 11:17	Science	72
11:17 - 11:20	Transition	
11:20 - 12:32	English/Language Arts	72
12:32-1:02	Lunch	
1:02-1:05	Transition	
1:05 - 2:17	History	72
2:17 - 2:20	Transition	
2:20 - 2:32	Literacy Initiative	12
2:20 - 3:32	PE	60
3:32 - 6 pm	Learning Labs and Enrichment Programs	

Direct Instruction

AMPS values a direct instruction model. Teachers use a variety of lesson types as they deliver new content and material. While lecture-based lessons are a staple of the instructional methods, inquiry-based lessons and facilitation of student-centered activities are used to support student learning.

The following table highlights the presentation of a new lesson using Direct Instruction.

Technique	Implementation
<i>Daily review, checking previous day's work, and re-teaching (if necessary)</i>	<ul style="list-style-type: none"> -Checking homework -Re-teaching areas where there were student errors -Student cross checks and Questions
<i>Presenting new content/skills</i>	<ul style="list-style-type: none"> -Objective of lesson or Essential Question clearly written on front board -Provide Preview and overview of new material -Activate prior knowledge established -Proceed in small steps (if necessary), but at a rapid pace -Give-detailed or redundant instructions and explanations -New skills are phased in while old skills are being mastered
<i>Initial student practice</i>	<ul style="list-style-type: none"> -High frequency of questions and overt student practice (from teacher and materials) -Prompts are provided during initial learning (when appropriate)

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	<ul style="list-style-type: none"> -All students have a chance to respond and receive feedback -Teacher <i>checks for understanding</i> by evaluating student responses -Continue practice until students are firm -Success rate of 75-80% or higher during initial learning
<i>Feedback and correctives (and recycling of instruction, if necessary).</i>	<ul style="list-style-type: none"> -Feedback to students, particularly when they are correct but hesitant -Student errors provide feedback to the teacher that corrections and/or re-teaching is necessary -Corrections by simplifying question, giving clues, explaining or reviewing steps, or re-teaching last steps -When necessary, re-teach using smaller steps
<i>Independent practices so that students are firm and automatic.</i>	<ul style="list-style-type: none"> -Seat work -Unitization and automaticity (<i>practice to perfect</i>) -Seatwork & Grouping (<i>procedure for monitoring</i>) -95% correct or higher
<i>Weekly and monthly reviews vital.</i>	<ul style="list-style-type: none"> -re-teaching, if necessary - Quizzes -Exit Tickets -Do Now -White board assessments

AMPS Middle School State Aligned Curriculum

All of the AMPS middle school textbooks and curriculum correlate to the state standards and frameworks for a specific grade level and/or subject as mentioned in the department program sections above.

In addition, the Literature program that is based on a combination between the California Department of Education, CCSS, National Reading Panel and Johns Hopkins University – Center for Talented Youth program suggestions. Every suggested novel has correlated objectives, lessons, tests, leveled questions, writing prompts, assessments, and projects that accompany the specific text. Some adjustments may be made in certain courses as the administrators and teachers make adjustments to adapt to the specific needs of their students as assessments results are analyzed.

PLAN FOR STUDENTS WHO ARE ACADEMICALLY LOW-ACHIEVING

Student Study Team, SST

The Student Study Team (SST) process was designed to provide support to the student and teacher through collaborative approach. It is based on the premise that “Two heads are better than one” when developing plans for students who are having difficulty in school.

The process is based on the 1997 –re-authorization of IDEA and Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act. SST documentation can meet most Section 504 requirements.

Student Study Team, is an interdisciplinary group that uses a systematic process to address learning and/or behavior problems of students

Process:

- Referral
- Gathering Information
- Assessment or evaluations data (if necessary)
- Developing and educational plan
- Implementation of the educational plan
- Evaluation of progress
- Ongoing monitoring and evaluation

Generally speaking, all referrals should go to the SST referral process. The SST intervention can be bypass for students for whom it would be detrimental or for students whose difficulty is so severe or so unusual as to render the SST as no help. This is a decision made with parent input. English Learners can be referred for an appropriate program but the EI teacher at DCA participates in as a team member. Students who are served through the Individual Learning program (ILP) may be considered for difficulties that would normally warrant an SST study, but the placement in ILP is not considered the basis for an automatic request for SST.

Students that are referred for evaluation for special education consideration should meet the following criteria:

- That reasonable classroom interventions of sufficient duration have been carefully attempted, without success, and,
- That the cause of the problem is suspected to be a disability that cannot be resolved without education services.

Our goal and expectation are the same for every student in our campuses. We assure that students of every subgroup and demographic be enrolled in a rigorous program with challenging curriculum and be provided an instructional program that holds high expectations for all. Struggling students' who perform below less than site specific average grade for levels in the initial interim assessment score will be provided with the necessary supplemental instructional support to strengthen their academic growth. An ILP may be initiated as needed for struggling students.

Downtown Charter Academy will establish a series of interventions that will offer a myriad of support services driven by proportional increases in direct instructional time.

In addition to daily instruction, programs such as before school, after school, noncore tutoring (small & individual) programs will be offered according to student needs. Students who continue to struggle through specific subjects receive extra assistance will enter intervention programs such as but not limited too; summer sessions, intercession tutoring, and increased noncore one to one sessions.

See Appendix F – Multi-Tiered Systems of Support (MTSS) Overview

Individual Learning Plan (ILP)

The Amethod Schools Individual Learning Plan (ILP) is a valuable tool for our schools, teachers, and families to use in differentiating and individualizing instruction to help Amethod School sites attain the goal of eliminating difficulties, frustrations, and even excuses and raising student achievement for every individual student. An ILP is intended to offer a simple to understand tool for individualizing instruction, promoting a team approach, and effort in raising the academic achievement of at-risk students.

An ILP is a student specific program or strategy that takes into consideration the student's strengths, weaknesses, needs, and most commonly- excuses. It is a tool that allows the school staff to plan, monitor, manage, and evaluate student achievement by identifying student needs and applying interventions based on student needs and a surround style of services and resources.

Teachers and leaders consider an Individual Learning Plan for all students whose achievement in more than two core classes falls below passing levels. ILP's include assessment information, measurable goals that are realistic yet ambitious for an 8 week period, classroom modifications, curriculum focus, and explicit goals and their corresponding practices for tutors to accomplish with each student in the series or after school interventions.

This tool is used in our attempt to support student needs in essential skills, and abilities. The ILP is also a necessity in demanding school systems such as ours that requires students to work in a demanding academic program. An ILP typically looks at student strengths and weaknesses based on summative and past formative assessment data and sets individual goals, needs, and outlines. The interventions are implemented to attain goals, set a timeline, responsibilities, and finally, evaluate progress attained at a predetermined assessment date.

First Phase

Teachers attempt small in class modifications such as preferred seating, cloze notes, etc., before implementing the ILP in the general education classroom. Teachers assess student progress with formative assessments and formative based assessments (end of chapter quizzes, etc.) and establish a *Data Point*. Students, who continue to struggle in the classroom through the initial instructional programs, receive additional support in the classroom.

As DCA moves towards the addition of technology components to the Learning Lab, students will be offered online tutoring programs in class as the leveraged class style. Adjustments that

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may be established after this initial phase include adjustments in duration, and frequency of direct instruction. Teachers may meet with smaller groups more often for longer periods of time and may adjust instructional strategies and materials as needed for modifications.

Second Phase

Students goals laid out in the initial ILP for the general education classroom are set. If a student is identified as significantly below grade level in the first round of assessments, they are given a revised ILP directing their work in an additional period each day during Learning Lab time that offers small group tutoring time as an intervention through the usage of an intern, or highly qualified tutor. During this time, they work directly on the specific skills they are lacking or teachers cross refer students to different classes for grade level remediation. As DCA moves towards the addition of technology components to the Learning Lab, students will be offered online tutoring programs in class as the leveraged class style or within the Learning Lab time.

Intervention is provided with a very specific 6-8 week plan combining suggestions from the classroom teacher used to get a student to meet their target at the end of 8 weeks. Interim assessments are given every 8-9 weeks and will capture the progress towards set goals of every individual student as measured against the work assigned. If the student still is not making adequate progress, the Site Director may form a Student Study Team Process and revise the Individualized Learning Plan.

Third Phase

If the student fails to make progress in both Phase 1 and Phase 2 interventions after 2 interim cycles (12 weeks), they enter into a more comprehensive assessment process for further diagnostics and recommendations. A Student Study Team (SST) must be established by the Site Director to seek a team response to needed interventions. At this phase, a home visit may be implemented by the SST members as needed.

Intervention Overview (Learning Lab)

DCA has expanded on the concept of tutoring and supplemental assistance and developed and implemented the usage of the Learning Lab as a place where students can receive small group tutoring, supplemental and preparatory instruction, computer adaptive assistance, technology and homework help. The lab will be ongoing throughout the day, including before and after school and will be led provided by the onsite Lab Coordinator, instructional assistants, and peer tutors. The following describes a few of the programs that will be a part of the Learning Lab.

Program	Description
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<i>Math Tutorial</i>	Students struggling in Math receive intervention through small group and personalized attention from an identified teacher and or volunteer tutor assistant. Utilizing a group tutorial structure, students receive a more individualized instructional setting.
<i>Special Needs/ Academic Success</i>	Designated Special Education students will be provided extra support to reflect the needs outlined in the IEP and in all of their academic courses through one-on-one instruction, group support and guided instruction. The sessions will last 30-55 minutes 4 days a week or as recommended in their IEP.
<i>Computer Tutoring (Individualized Online Programs)</i>	Amethod Schools will continue to implement a blended model of education, where technology is effectively integrated in every classroom and program, where students rotate on and off workstations throughout the day. Students who are not utilizing online content receive the kind of small-group and individualized instruction that will meet their diverse learning needs. Students will learn in groups of up to 17 in the core subject areas of reading, writing, math, science, and history. The students positioned at the computers will engage in personalized, adaptive programs, which tailor instruction to the appropriate level for each participant.
<i>Homework Club</i>	Students who are struggling with a particular class or simply want more support in a subject can attend homework club, which is offered for an hour every day after school and run by a credentialed teacher, paraprofessionals, and/or college interns.
<i>One to Ones</i>	If a student continues to struggle after the second phase assessments (see below), they are assigned a one to one time to work with an identified tutor during noncore instructional time. Concept mastery is the target goal for these students.
<i>Intersession Groups</i>	Some students will require much more ongoing support; as such our schools provide an extended school year in the form of interim time off intercessions for students. Teachers and administrators meet with families to discuss the program as needed.

PLAN FOR ACADEMICALLY HIGH-ACHIEVING STUDENTS

Center for talented youth program - CTY

Downtown Charter Academy expects all students to reach high standards of success. For those students who excel academically, DCA will offer supplemental programs and opportunities for students through partnerships with colleges and programs.

Amethod Public Schools has partnered with Johns Hopkins University Center for Talented Youth Program (CTY) for over a decade and has sent many high achieving students to attend and study at university campuses in a three-week residential program- most of whom receive scholarships.

Pre-advanced placement math

Moreover, DCA will also offer in house programs such as a Pre-Advanced Placement Math and Honors English Program that will prepare students who are academically ready to enter high leveled high school programs such Advanced Placement and Honors courses. These students will be challenged to work through advanced coursework that is more commonly presented to high school students. High performing students will also have an opportunity to enroll in an accepted online course offered on site through academic partners such as Johns Hopkins University. We will also have established a partnership San Francisco State University to offer college leveled courses to high achieving upper grade students at DCA. The courses will include a critical thinking, and college readiness courses.

After school program for all

The DCA after-school program seeks to expand learning by providing students with resources to explore potential areas of interest in three categories during critical non-school hours: athletics, arts, and academics. Serving close to eighty percent (80%) of our student body, the program is funded primarily by ASES (After School Education and Safety) and Oakland Measure G1 grants, allowing us to provide a safe and nurturing environment to our students after school.

At present, the program offers courses in eighteen subjects, which students are free to enroll in and change between three times every year: basketball, soccer, rugby, volleyball, cross country, art, dance, drama, music production, choir, publishing, gardening, Mandarin, computer science, robotics, gaming, baking and science. Students who enroll in the program are required to select at least one club from each category and stay for a minimum of two hours every day. Nutritious snacks are available as well, at no charge to families.

The program also provides tutoring services to students in need. The school aims to tightly align after-school resources with normal-day programs and serve as an extension of what we provide students based on individual needs. Based on the belief that all children are capable of reaching high standards, the program will continue to look forward and think of ways to seek out funding and opportunities that benefit our students.

Tutoring program

DCA has a staff of five tutors for both English Language Arts (ELA) and mathematics. The tutoring program at DCA is works to support students performing below grade level, making sure students get on track to meet grade standards. Teachers and tutors work closely to provide students with the additional needed instruction.

Students are chosen based on performance needs, or if they would benefit from extra practice. Testing scores, quality of participation, assignments, and grades are all taken into consideration. We are working with growth mindset, and we consider DCA Tutoring program a tremendous resource and opportunity for our students and we maintain a continuous communication with parents on progress and commitment.

PLAN FOR SERVING STUDENTS WITH DISABILITIES

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

Special Education Students

The Charter School recognizes its responsibility to enroll and support students with disabilities who can benefit from its programs and who otherwise qualify for enrollment. The Charter School will operate as its own local educational agency (LEA) and is a member of the El Dorado County Charter SELPA in conformity with Education Code Section 47641(a). The Charter School pledges to work in cooperation with the SELPA to ensure that a free and appropriate education is provided to all students with exceptional needs.

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

Services for Students under the IDEA.

The following description regarding how special education and related services will be provided and funded is being proposed by the Charter School for the sole purpose of providing a reasonably comprehensive description of the special education program in the Charter Petition, and is not binding on the District. The specific manner in which special education and related services will be provided and funded shall be set forth in a Memorandum of Understanding (MOU), delineating the respective responsibilities of the Charter School and the SELPA.

The Charter School shall provide special education instruction and related services for special education students enrolled in the Charter School in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA. The Charter School will follow SELPA policies and procedures, and shall utilize SELPA forms in seeking out and identifying and serving students who may qualify for special education programs and services and for responding to record requests and parent complaints, and maintaining the confidentiality of pupil records.

The Charter School agrees to promptly respond to all SELPA inquiries, to comply with reasonable SELPA directives, and to allow the SELPA access to Charter School students, staff, facilities, equipment and records as required to fulfill all obligations under this charter petition or imposed by law.

Search and Serve

The Charter School will follow SELPA child-find procedures to identify all students who may require assessment to consider special education eligibility and special education and related

services in the case that general education interventions do not provide a free appropriate public education to the student in question.

Students possibly in need of special education can be screened from already available data (i.e. school tests, teacher observations, grades, etc.) regarding the student's progress or lack of progress within the general program.

For students who are identified as needing interventions, a Student Study Team (SST) composed of the student, the student's parent or guardian, the Site Director, and a Charter School faculty member will be responsible for identifying the student's needs and developing a plan to enable that student to be successful, including, but not limited to, the appropriate individual tutoring schedule, classroom modifications, strategies and techniques to enhance that student's ability to be successful. If the Student Study Team finds that the pre-intervention plan is not sufficient to meet the student's needs, they will recommend that student for a formal special education assessment. The Charter School may also choose to refer a student for services through the provisions of a Section 504 Plan, if appropriate. Parents will be informed that special education and related services are provided at no cost to them.

Interim and Initial Placements of New Charter School Students

If a student enrolls at the Charter School with an existing IEP, the Charter School will notify the SELPA consistent with SELPA policies.

The Charter School shall comply with Education Code Section 56325 with regard to students transferring into the Charter School within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll in the Charter School from another school district within the State, but outside of the SELPA with a current IEP within the same academic year, the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parent, for a period not to exceed thirty (30) days, by which time Charter School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law.

In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into the Charter School from a district operated program under the same special education local plan area of the Charter School within the same academic year, the Charter School shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the parent and the Charter School agree to develop, adopt, and implement a new IEP that is consistent with federal and state law.

For students transferring to the Charter School with an IEP from outside of California during the same academic year, the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the parents, until the Charter School conducts an assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by the Charter School, and develops a new IEP, if appropriate, that is consistent with federal and state law.

Referral and Assessment

The term “assessments” shall have the same meaning as the term “evaluation” in the IDEA, as provided in Section 1414, Title 20 of the United States Code. The Charter School will determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with applicable law. The Charter School shall obtain parent/guardian consent to assess Charter School students.

The referral process is a formal, ongoing review of information related to students who are suspected of having disabilities and show potential signs of needing of support or special education related services. The referral for assessment process will include examining student screening information and making a decision about whether or not to conduct a formal assessment. The parent of any student suspected of needing or qualifying for special education services may also make a referral for evaluation. Any such referrals will be responded to in writing by the Charter School within 15 days. Parents will be informed that special education and related services are provided at no cost to them.

If the Charter School concludes that an assessment is appropriate, the parent will receive a written Assessment Plan within 15 days. The parent will be given at least 15 days to provide written consent to the Assessment Plan. Assessments will be done only upon receipt of written parent permission. The assessment will be completed and an Individualized Education Program (IEP) meeting held within 60 days of receipt of the parent’s written consent for assessment, consistent with applicable law.

Upon completion of the assessment, an IEP team will be assembled to review the results of the assessment and determine the student’s need for special education. The Charter School will be responsible for scheduling, coordinating and facilitating the IEP meeting. Educators qualified to interpret test results will present the assessment data at the IEP meeting. Parents will be provided with written notice of the IEP meeting, and the meeting will be held at a mutually agreeable time and place.

Every student who is assessed by the school will have an IEP that documents assessment results and eligibility determination for special education services.

IEP Meetings

The Charter School shall arrange and notice the necessary IEP meetings. IEP team membership shall be in compliance with state and federal law. The Charter School shall be responsible for having the following individuals in attendance at the IEP meetings: the Site Director and/or the Charter School designated representative with appropriate administrative authority as required by the IDEA; the student’s special education teacher; the student’s general education teacher if the student is or may be in a regular education classroom; the student, if appropriate; and other Charter School representatives who are knowledgeable about the regular education program at the Charter School and/or about the student. The Charter School shall arrange for the attendance or participation of all other necessary staff that may include, but are not limited to, an appropriate administrator to comply with the requirements of the IDEA, a speech therapist,

psychologist, resource specialist, and behavior specialist; and shall document the IEP meeting and provide notice of parental rights.

IEP Development

The Charter School understands that the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the IEP team, pursuant to the IEP process. Programs, services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the SELPA and State and Federal law.

IEP Implementation

The Charter School shall be responsible for all school site implementation of the IEP. As part of this responsibility, the Charter School shall provide parents with timely reports on the student's progress as provided in the student's IEP at least as frequently as report cards are provided for the Charter School's non-special education students. The Charter School shall also provide all home-school coordination and information exchange. The Charter School shall also be responsible for providing all curriculum, classroom materials, classroom modifications, and assistive technology.

Non-Public Placements/Non-Public Agencies

The Charter School shall be solely responsible for selecting, contracting with, and overseeing all non-public schools and non-public agencies used to serve special education students.

Special Education Strategies for Instruction and Services

The Charter School shall comply with the federal mandate of the "least restrictive environment", meaning that the school will make every attempt to educate special education students along with their non-disabled peers.

Non-discrimination

It is understood and agreed that all children will have access to the Charter School and no student shall be denied admission nor counseled out of the Charter School due to the nature, extent, or severity of his/her disability or due to the student's request for, or actual need for, special education services.

Staffing

The Charter School is committed to assuring all IEPs are properly implemented and all students requiring services are adequately taken care of. All special education services at the Charter School will be delivered by individuals or agencies qualified to provide special education services as required by the California Education Code and the IDEA. The Charter School will be responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, special education teachers, paraprofessionals, and resource specialists. The Charter School shall ensure that all special education staff hired or contracted by the Charter School are qualified pursuant to SELPA policies, as well as meet all legal requirements. The Charter School shall further be responsible for the hiring, training, and employment of itinerant staff necessary to provide

special education services to Charter School students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists.

The goal of the Charter School is to employ at least one full time teacher who possesses a Special Education Credential. This teacher, along with the Site Director of the Charter School, will be the primary Charter School representative tasked with assuring that all aspects of the IEP and any possible 504 plans are properly implemented. All teaching staff at Downtown Charter Academy, DCA, will also be involved in assuring that all IEPs and 504 plans are properly implemented.

In addition to the above special education staff, the Charter School may also seek related services (e.g. Speech, Occupational Therapy, Adapted P.E., Nursing, and Transportation) from the SELPA, subject to SELPA approval and availability. The Charter School may also provide related services by hiring credentialed or licensed providers through private agencies or independent contractors.

Notification and Coordination

The Charter School shall follow SELPA policies as they apply to all SELPA schools for responding to implementation of special education services. The Charter School will adopt and implement policies relating to all special education issues and referrals.

Due Process Hearings

The Charter School may initiate a due process hearing or request for mediation with respect to a student enrolled in the Charter School if it determines such action is legally necessary or advisable. In the event that a parent/guardian files a request for a due process hearing or request for mediation, the Charter School shall defend the case.

Complaint Procedures

The Charter School shall adopt policies for responding to parental concerns or complaints related to special education services. The Charter School shall receive any concerns raised by parents/guardians regarding related services and rights, and the Charter School's designated representative shall investigate as necessary, respond to, and address the parent/guardian concern or complaint. Parents or guardians also have the right to file a complaint with the District and/or California State Department of Education if they believe that the school has violated federal or state laws or regulations governing special education.

Section 504 of the Rehabilitation Act

The Charter School shall be solely responsible for its compliance with Section 504 and the ADA. The facilities to be utilized by the Charter School shall be accessible for all students with disabilities. The Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter School. Any student, who has an objectively identified disability which substantially limits a major life activity including but not limited to learning, is eligible for accommodation by the Charter School.

A 504 team will be assembled by the Site Director and shall include the parent/guardian, the student (where appropriate) and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student's existing records; including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team, which will evaluate the nature of the student's disability and the impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials including those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligence quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEA, a referral for assessment under the IDEA will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives a free and appropriate public education (FAPE). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation

of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the Charter School's professional staff.

The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary.

All 504 team participants, parents, guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. The site administrator will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she review the 504 Plan with a long-term substitute. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be

reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

See Appendix G - AMPS 504 Plan Overview

Special Education Strategies for Instruction

DCA will comply with the federal mandate of the “least restrictive environment,” meaning that the school will make every attempt to educate special education students along with their non-disabled peers. DCA will mainstream all of its students as much as is appropriate according to each individual IEP, offering a comprehensive inclusion program that includes specialized tutoring through DCA’s extended day and year. Each student’s IEP requires different kinds of modifications for instruction and services, therefore the educational strategies of the IEP will be built around the student’s needs and how these fit within the general educational program of the school. The instruction outlined in each student’s IEP will be delivered by personnel qualified to do so.

Professional Development for DCA Staff

The School Director, regular and special education teaching staff, as well as other appropriate organizational faculty and staff members will attend professional development and/or training meetings necessary to comply with state and federal special education laws, including those sponsored by the District or SELPA.

The school also intends to seek professional development opportunities for its’ staff through potential trainings facilitated by the Sacramento State University Office of Education, OUSD, Alameda County Office of Education, Aliant University (Hofstetdler School of Education), El Dorado Office of Education- Charter SELPA and recommended private companies.

Student discipline and procedures for suspension and expulsion will be in compliance with discipline procedures set forth in the IDEA and consistent with federal and state law.

Discipline procedures will include positive behavioral interventions. DCA is responsible for keeping daily attendance for each student by reporting and certifying attendance monthly on district forms, and filing them with the District.

PLAN FOR ENGLISH LEARNERS

The English language learner (EL) student population continues to grow more rapidly than the student population as a whole, especially in California. Therefore, it is vital that schools address the needs of this growing demographic and provide a program that is responsive to the culture and needs of the English Language Learner population. DCA will meet all legal requirements for English Learners as they pertain to annual notification of parents, student identification, EL and core content instruction, teacher qualifications, reclassification, and monitoring, training, and standardized test requirements. DCA will exercise the autonomies afforded by Education Code 47600 (Charter Schools Act of 1992), as it establishes methodologies and practices, all within the law, that may be different than those of the school district in which it operates.

Downtown Charter Academy implements policies to assure proper placement, evaluation, and communication regarding EL student programs and family home language translations. Most

assuredly, DCA will hold high expectations for English Language Learners (EL) population, and will assure that a rigorous and supportive academic program is offered to all students. Structurally, Amethod School campuses run a full-inclusion program for our EL students. EL students will not be in bilingual instruction classes at DCA. From the first day of school, English Learner students will be immersed in English, with the support they need to learn the language and develop the grammatical framework and vocabulary needed to begin developing as readers and writers.

Although it is difficult to categorize a student into a single English Language Development (ELD) stage, they are helpful for thinking about the different scaffolding necessary to provide for students according to their proficiency descriptors:

- Emerging: Students at this level typically progress very quickly, learning to use English for immediate needs as well as beginning to understand and use academic vocabulary and other features of academic language.
- Expanding: Students at this level are challenged to increase their English skills in more contexts and learn a greater variety of vocabulary and linguistic structures, applying their growing language skills in more sophisticated ways that are appropriate to their age and grade level.
- Bridging: Students at this level continue to learn and apply a range of high-level English language skills in a wide variety of contexts, including comprehension and production of highly technical texts. The “bridge” alluded to is the transition to full engagement in grade-level academic tasks and activities in a variety of content areas without the need for specialized ELD instruction.

However, as explained below in *Language Live* curriculum, ELs at all levels of English language proficiency fully participate in grade-level tasks in all content areas with varying degree. Teachers target distinct skills and strategies that include oral language comprehension and production. Thus, some of the Language Live blocks focus on oral language development and comprehension activities. This is made possible through the over 72 daily minutes in the classroom that can be segmented into individualized or small group instruction. Through this small group, a student is able to receive specific language instruction and they are able to further develop their language proficiency through re-tells, explicit vocabulary lessons, and a small group focus on letters, word patterns, spelling, blends, sounds, etc.

Home Language Survey

For all students, DCA will administer the home language survey upon a student’s initial enrollment to the school.

At Downtown Charter Academy, we will administer ELPAC to: (1) newly enrolled students whose primary language is not English, as an initial assessment; and (2) students who are English learners (ELs) who have not been reclassified as fluent English proficient (RFEP), as a summative assessment. We will do it to inform our instructional support to English Learners and to satisfy the federal law which requires all LEAs a statewide English Language Proficiency (ELP) test.

Language Live Curriculum for English Learners

English Learners at DCA students receive their English class in a small group setting according to their English level of proficiency. We have purchased a curriculum program called Language Live which provides students with a foundation in the English language as well as equips them with the necessary skills and strategies needed to succeed in math, history, and science, which are all taught in English. Using a combination of digital and teacher-led intervention, the Language Live curriculum meets students where they are in their academic learning and takes them where they need to be to excel in 6th, 7th, and 8th grades. The blended online and teacher-led instruction gives students many opportunities to improve both their reading comprehension and writing skills.

The content of the program is culturally inclusive and relevant and students show interest in the themes and Units. This instructional support is done on daily basis in another classroom during the regular English lessons for the rest of the students. In this way, students feel successful and receive the instruction at their level.

DCA English Language students will work towards being reclassified as Fluent English Proficient speakers and be prepared with the skills in English Language Arts and mathematics to meet California State Standards for their appropriate grade level through the usage of strategies such as Specially-Designed Academic-Instruction in English (SDAIE), an instructional approach designed to increase the level of comprehensibility of the English language in the content area of the class and through the Learning Labs or Intervention Period.

Certifications

DCA will provide teachers who have received the CLAD (Cross Cultural Language and Academic Development), BCLAD, CTEL (California Teachers of English Learners) or any other California Commission on Teaching Credentialing (CCTC) recognized alternative certification.

PROFESSIONAL DEVELOPMENT

Finding the time and resources for ongoing professional development is an ongoing problem for public schools, especially considering the budgetary climate of California public schools. One innovative solution is to offer teacher training and professional development from within. This approach is especially critical for smaller organization with even smaller budgets. A key aspect of the Amethod Public School system has been the implementation of an in-house professional and Instructional Leadership Team that has enabled Amethod schools to mentor new teachers who may be enrolled in state approved credential program concurrently to also receiving in house assistance and information from seasoned or veteran Amethod Public School faculty and administration. By capitalizing on the expertise of members from within the Amethod School teaching teams, we offer a professional development tailored to a specific school's culture and needs.

With the implementation of features such as grade level meetings, department meetings, Film Sessions, Math Huddles, webinars etc.; teachers are encouraged to be more self-reflective in their content delivery and continue to practice and develop their craft.

The Instructional Leadership Team composed of teachers and administrators meet ongoing through the regular year to discuss the topics and resources that will be focused on during the initial summer training sessions. Instructional leaders also discuss other school wide policies that need revisiting prior to the trainings.

Professional Growth Plan

Professional Growth Plans (PGP) are critical to growing, training, and keeping the right people within the organization. Through the PGP process individual team members are invited to identify strengths and areas for development through self-evaluation and feedback. This process highlights the key competencies associated with various roles. Once team members have discussed where they are in relationship to the teaching competencies, they commit to action steps that will increase effectiveness and guide our push towards greater student achievement. PGP's maximize the impact through a reflective process and provide a setting for consistent, on-going feedback.

Weekly plans are kept by teachers. The plans are submitted to Site Directors for review and reflection. Through this reflective process, teachers can plan their anticipated plans of action for the subsequent week. Such discourse will also assist in the guide of teacher and grade level meetings.

Measurable targets are the driver of the PGP that it ensures that the teacher, site director, and central staff are able to remain focused on the annual goal and current progress towards these academic goals, thus, making professional development decisions that will have the greatest positive impact on ensuring that the AMPS Core Value of *Students First* is realized.

The first component of the plan is to set immediate personal, class, school and organizational goals to accomplish first within a priority.

At Amethod Public Schools, we believe that deep engagement in the Professional Growth Plan process will increase each school leaders' efficacy and their impact on scholar achievement. By completing their own process, they will reflect and identify strengths, growth areas, and concrete, actionable goals with your coach or director. Through the reflective Film Session series; it is our intention to have teachers gain a real time perspective of their teaching style and classes through self-reflected and leader guided analysis of video. The film will offer a clearer sense of where they are and what they must change, work on, or keep continuing to grow and develop. This process is an opportunity for to formally connect with teachers, directors, and coaches.

Consequently, planning established checkpoint meetings to assure urgent goals are on track, is the first section of the PGP. Within the first weeks of school operations, trends and needs begin to emerge, and longer-term plans are set at every level of the organization. Each of these tasks has a stated completion date, measurable points, and a person responsible to oversee the tasks. For an experienced teacher who has mastered planning, classroom management, and delivery, they are then more able to focus on the leadership skills such as creating in house workshops and seminars for less experienced staff.

See Appendix H for Initial Goal Setting and PGP Overview

Summer Sessions

Professional development begins after the end of the school year and prior to the start of school, typically in August. The summer session sets the firm foundation for the staff, especially new teachers, with an understanding of the cultural expectations of the school, classroom management techniques, how to properly assess their student achievement and progress. By granting them additional time to familiarize themselves with the curricula and scope and sequence of instructional objectives and standards for the year, teachers will enter the regular school year much more prepared and comfortable with the curriculums.

Yearlong Planning

Within our curricular model, each Friday is a minimum day, set aside from 1 to 4pm reserved for professional development as needed. The professional development sessions are primarily organized by the Site Directors through collaboration with staff and the organizational Instructional Leadership Team.

Lesson Planning

Lesson planning is a vital instructional practice within Amethod school sites. AMPS system focuses on instructional practices combined together with objective driven goals in mind to design and deliver well-crafted lessons that explicitly arrange content to meet the needs of all students.

Traditional approaches of organizing learning activities and then developing assessments does not support learning for understanding. The Common Core State Standards are based on anchor standards that indicate college and career readiness at the end of 12th grade, and are backward mapped through the grade levels.

Therefore, AMPS faculty focuses on the big ideas of each topic. They ask what is essential for students to learn, and once these big ideas are established, the next step is to design assessments that will provide evidence of student learning and mastery of those objectives. After that, and only then, will they be in a position to design and sequence learning activities that will lead students to an understanding of the concepts.

This three-stage approach to planning curriculum is referred to as *backward design*, and it follows the process described below.

- Stage 1: Identify Desired Results
 - What should students know, understand, and be able to do?
 - In Stage 1, consider the goals, examine content standards, and review curriculum expectations.
- Stage 2: Determine Acceptable Evidence
 - What assessment evidence will we accept as evidence of student understanding?
 - In Stage 2, consider a variety of evidence, including both formative and summative assessments. Teaching for understanding means assessing for understanding.

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- Stage 3: Plan Learning Activities
 - What sequence of learning activities will lead students to an understanding of the big ideas?
 - In Stage 3, consider the knowledge and skills that students will need to know to perform effectively. Identify the materials and resources that will best meet the goals set out in Stage 1.

Effective Weekly Lesson Plans:

- I. Establish goals that are based on the Common Core Standards.
- II. Establish objectives that lead to mastery of CA Common Core Standards.
- III. Describe the knowledge a student must acquire to master CA Common Core Standards.
- IV. Describe the skills a student must develop to master CA Common Core Standards.
- V. Describe the performance tasks a student must complete to master CA Common Core Standards.
- VI. Describe learning activities that will lead to success on performance tasks that show mastery of CA Common Core Standards.

See Appendix I for Lesson Plan Template

BTSA – Beginning Teacher Support

BTSA Induction is a necessary step in fulfilling the requirements for the California Clear Multiple Subjects, Single Subject, and Education Specialist credentials. Most credential programs can cost 10-20k and the BTSA programs can cost upwards of \$3,000 - \$5,000 per year (\$6,000 - \$10,000 total).

Amethod Public Schools (AMPS) has partnered with various institutions to help provide pathways to attaining the proper licensing to teach. Because we believe strongly in investing the skills and professional growth of our team members, we also offer a tuition reimbursement program to offset the costs.

AMPS Partnerships

Institutions/Programs	Details
Reach Institute	Online and in person formats and enrollments are only for summer start. Receive intern credential in August after summer per-service.
Alliant	Online format and enrollments every 8 weeks. Financial aid available

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CSU East Bay	Online and in person formats and enrollments are only for summer start.
Brandman University	Online and in person formats and enrollments are continuous through the year.
Cal Teach	Designed for those who either wish to become a multiple subject teacher but are unable to attend a traditional, classroom-based teacher education program (Student Teaching Option), or for those who are already teaching without a credential.

Amethod Shared Networks (Google Drive/ IlluminateEd/Dropbox)

Amethod School staff, faculty, and administrators use a shared network for secure sharing of research, training summaries, and resources such as lesson plans with one another. The adoption of this feature enables multiple people in different locations to collaborate simultaneously on the same documents, spreadsheets, presentations, and drawings with other staff in real-time. Google Drive also enables staff in different locations to collaborate and sharing of materials, lessons, resources, and trainings between staff from the Richmond and Oakland campuses.

IlluminateEd, is the student information system used by Amethod Public Schools. IlluminateEd is a student information system designed specifically for K-12 schools. It has several features including state reporting, scheduling, grade book, attendance, and parental access. Amethod school site families may receive access their child's grades, school announcements, assignments, schedules, and teacher comments once the site is fully rolled into the program. Teachers use IlluminateEd to take attendance, enter grades, post assignments, and view assessment information, and communicate with parents and students. Administrators use IlluminateEd to generate reports including transcripts, discipline logs, class population, demographics, grade point averages, assessment reports, and required state and federal reports. The California State Longitudinal Database System (CALPADS) is functionally compatible with the IlluminateEd program.

Continuous Instructional Observations and Coaching

At AMPS, we believe in deliberate practice: teachers become excellent at their craft through experience and practice. Deliberate practice—a focus on the concrete and specific teaching skills necessary to maximize impact in the classroom.

Teachers participate in 3 observation-feedback practice cycles a month. They receive expert feedback, apply that feedback, and do it again to build their skills. These observations and feedback are offered by the Site Leader and Dean of Instruction using the AMPS Instructional Effectiveness Domains and Competencies. Teachers discuss what it means to have a growth mindset and appreciate the opportunity to continuous feedback, and dedication.

Leaders observe, coach, and mentor teachers by analyzing videos of them practicing or videos selected to target their instructional needs. They're pausing, rewinding, and replaying the video to give pinpoint feedback. They're suggesting approaches that come directly from the most successful schools in the United States.

There are also opportunities during the year for teachers to observe colleagues who have developed skills that they need to improve.

ELEMENT II: MEASURABLE PUPIL OUTCOMES

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~~Governing Law – “The measurable pupil outcomes identified for use by the Charter School, charter school, “Pupil Outcomes,” for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school’s educational program.~~

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~~California Education Code – Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subdivision (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school.” – Ed. Code § 47605(b)-(c)(5)-(B).~~

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~~DRL: “The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.” – Ed. Code § 47605(c)(5)(C)~~

Increases in Student Academic Achievement, Overall and by Subgroup

~~In accordance with SB 1290, DC4 Education Code section 47605(c)(5)(B), Charter School’s pupil outcomes will be set related to increases in pupil academic achievement both schoolwide and for all numerically significant subgroups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph~~

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~~(3) (4) of subdivision (a) of section 47607. The pupil outcomes shall align with state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school. Charter School’s LCAP goals will serve as the goals for this section unless Charter School’s LCAP goals do not include increases in student academic achievement by subgroup, in which case such goals should be included below.~~

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~~DCA’s pupil outcomes, related to increases in pupil academic achievement both schoolwide and for all Charter School hereby grants authority to the State of California to provide a copy of aggregated (by school, numerically significant subgroups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of section 47607, shall be aligned with state priorities, as described in subdivision (d) of Section 52060, are as follows:”~~

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~~See the following section.~~

~~DRL: “[By July 1, 2015, and annually thereafter]:DCA shall update the goals and actions identified in the charter to provide the following, as set forth in Education Code section 47606.5(a):~~

- ~~• A review of the progress towards the goals included in the charter, an assessment of the effectiveness of specific actions toward achieving those goals, and a description of the changes, etc.) test results directly to the specific actions the charter school will make as a result of the review and assessment.~~
- ~~• Listing and description of the expenditures District. Test results for the fiscal year in implementing the specific actions included in the charter as a result of the reviews and assessments, classified using the California School Accounting Manual.”~~

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DRL: "Under Education Code section 47607.3, if the charter school fails to improve outcomes for 3 or more pupil subgroups (or, if less than 3, all pupil subgroups) in 3 or 4 consecutive school years, the following shall apply:

- The chartering authority shall provide technical assistance to the charter school using an evaluation rubric adopted not provided directly to the District by the State Board.*
- The Superintendent may assign, at the in a timely manner, will be provided by the Charter School to the District, upon request of the chartering authority and approval of the State Board, the California Collaborative for Educational Excellence to provide advice and assistance to the charter schools, no later than September 1 of each year.*
- The chartering authority shall consider for revocation any charter school to which the California Collaborative for Educational Excellence has provided advice and assistance, and has made findings that: 1) the charter school has failed, or is unable, to implement the recommendations of the California Collaborative for Educational Excellence; or 2) that*

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~~the inadequate performance of the charter school, based upon the evaluation rubric, is so persistent or so acute so as to require revocation of the charter."~~

A copy of the Charter School's 2025-28 Local Control and Accountability Plan is attached to this agreement as Exhibit 1 and helps inform the Charter Renewal's description of its measurable pupil outcomes.

The school will continue to meet all statewide standards and conduct all required state mandated student assessments as required by the charter school legislation, Education Code § 47605(c)(1). The school will also continue to adhere to Senate Bill No. 1290 that will require those pupil outcomes to include outcomes that address increases in pupil academic achievement both school-wide and for all groups.

The School shall also meet all statewide standards and conduct the student assessments required pursuant to Education Code Section 60605, and any other statewide standards authorized in statute, or student assessments (This includes CAASPP, ELPAC, CAAs and any other state requirements). The school will meet the requirements for renewal if it meets the requirements of Section 47607(b) of the Education Code.

The school's outcomes are aligned with the school's mission, curriculum, vision, and expectations of the school and organization. The academic program is designed to challenge all students to a high level of academic expectation and to best prepare students for entry to high performing high schools of choice. Students will demonstrate the following core academic and social skills, which have been developed to align with the California State Curriculum Standards, and organizational beliefs.

The assessment methods and tools used are those required by state or federal law, those required by external agencies such as (California Department of Education, State Board of Education, and NCLB) and those created/ adopted by the organization. To best serve our communities, we will examine and re-visit the list of student outcomes continuously to provide opportunity to update the mission, objectives, to adapt to any changes at the local or state level.

Expected Outcomes

Our approach and method of instruction is designed to help all students to reach the following student outcomes:

Academic Achievers who.....:

1. Produce quality work across the curriculum
2. Are extremely knowledgeable of literature and can use different genres of material in writing responses
3. Compute and solve advanced math problems
4. Are knowledgeable about educational pathways and career choices
5. Are equipped with the necessary skills to succeed in high school

Effective Communicators who....:

1. Demonstrate skills of speaking, listening, reading, and writing in a variety of situations
2. Collaborate, work effectively, and manage interpersonal relationships within diverse groups
3. Read and respond accurately and analytically to text questions

4. Express themselves effectively through writing

Critical Thinkers who....:

1. Know how to access information and integrate knowledge
2. Identify and use resources effectively to gather, communicate, and evaluate information
3. Demonstrate the thinking skills of application, analysis, synthesis, and evaluation in a logical manner.

Life-long Learners who....:

1. Are open to discover, develop an enthusiasm and interest for learning
2. Are adaptive to a wide array of professional and cultural settings
3. Are goal-oriented, understand the importance of hard work and continual goal setting

Socially Responsible Citizens who....:

1. Are aware and understand the relevance of different cultures in society
2. Are leaders within their families, contribute to the improvement of life in their school and community
3. Demonstrate personal responsibility and integrity

MEASURABLE PUPIL OUTCOMES

Our method for instruction is founded upon a data driven, and objectively based philosophy. Using data-based methodology, our school sites focus on one foundational question; *are the students learning?* The different data reviews and analyses will reveal student, teacher, and class/subject matter success or lack thereof. Our method requires that school leaders focus on fact-based data results and oriented assessments rather than qualitative opinion-based assessments and to address gaps in the educational program needs aggressively. The academic progress of students will be tracked through various assessment types and methods throughout the school year.

The School shall meet all statewide standards and conduct the student assessments required pursuant to Education Code Section 60605, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. Downtown Charter Academy staff oversees the administration of all applicable state-mandated assessments such as CAASPP, ELPAC, NWEA, and Physical Fitness Test (PFT).

Downtown Charter Academy will continue to focus on the stated Measurable Pupil Outcomes (MPO) as the guarantees and reassurances to all of the DCA stakeholders. Therefore, as with other Amethod Public School sites, the MPOs are our targets and taken seriously.

The following table details the Measurable Pupil Outcomes for DCA.

SUBJECT	MEASURABLE OUTCOME	METHODS OF ASSESSMENT
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MATH	<ol style="list-style-type: none"> 1. At least 75% of 7th graders will score proficient / advanced. 2. Students will demonstrate adequate progress towards meeting grade standards in mathematics. 3. 100% of 8th graders will be enrolled in Algebra I or higher. 4. At least 65% of 8th graders will pass the Algebra I by 3rd year after renewal. 5. The schools overall ELL subgroup will score higher than the overall district ELL subgroup average by the third year after renewal. 	<ul style="list-style-type: none"> • <i>CAASPP</i> • <i>NWEA</i> • <i>School Placements and Enrollment</i> • <i>CAASPP test</i> • <i>ELPAC Summative Assessment</i>
ENGLISH/ LANGUAGE ARTS	<ol style="list-style-type: none"> 1. At least 73% of 8th graders will score at least proficient/advanced in ELA by the 3rd year after renewal. 2. At least 75% of students at every grade level will perform at school's passing rate on the school's final interim assessment battery. 3. The schools' overall ELL subgroup scores will be higher than the overall district ELL subgroup average. 4. All students will perform at a higher percentage of Proficient and advanced percentages in ELA than that of neighboring middle schools. 	<ul style="list-style-type: none"> • <i>CAASPP test</i> • <i>NWEA</i> • <i>SBAC Assessment and ELPAC</i> • <i>Standards Based Curriculum assessments</i>
SCHOOL WIDE	<ol style="list-style-type: none"> 1. The School shall meet or exceed a 96% attendance rate. 2. The School shall exceed the overall percentage of proficient or above proficient students who are enrolled 	

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	<p>in the school of attendance for the area in which the school is located by the third year after renewal.</p> <p>3. Suspension at a rate lower than the District's average [accounting for similar demographics and grade levels served].</p>	<ul style="list-style-type: none"> • <i>California Department of Education (CDE) Similar School Ranking.</i>
SCIENCE	<p>1. At least 70% of 8th grade students will pass the CAST Science section by the 3rd year.</p> <p>2. 100% of students will meet or exceed the state curriculum requirement for middle school science</p> <p>3. The schools ELL student subgroup will exceed the overall percentage of the district's ELL subgroup proficient/advanced percentage by the second year of operation.</p>	<ul style="list-style-type: none"> • <i>AMPS requirements</i> • <i>CDE Requirements</i> • <i>State Board of Education adopted standards and Frameworks for middle school.</i> • <i>California State Tests</i>
SOCIAL STUDIES/ HISTORY	<p>1. Project Based Assessments</p> <p>2. History Writing Tasks - Document Based Questions, DBQ</p> <p>3. Social Service Initiative</p>	<ul style="list-style-type: none"> • <i>Teachers' Rubric for Group and Individual work</i> • <i>Teachers' rubric for writing and information</i> • <i>Impact, Participation, Involvement, and Outcomes Rubric</i> • <i>Grade Point Average</i>

Non-Academic Outcome Goals

DCA also believes all students, regardless of demographic, socio-economic status, or any other sub grouping, need to become contributing members of our society. Students will need skills that are transferable to areas outside of their day to day life. As our part in assuring that students are prepared for the larger circles of society, our schools also expect students to achieve success in non-academic areas as well.

During their tenure at Downtown Charter Academy, all students will develop specific social skills necessary to succeed at different levels and within various aspects including but not limited to:

- *Making and maintaining eye contact;*
- *Shaking hands in a proper manner;*
- *Addressing adults and peers appropriately and respectfully; and*
- *Understanding where and when responses are appropriate.*

All students will develop academic skills needed to be successful in subsequent schools, including but not limited to:

- *Research techniques;*
- *Reading for a variety of reasons;*
- *Note-taking skills;*
- *Organization skills;*
- *Effective written and oral communication; and*
- *Critical thinking skills.*

All students will develop the character traits and skills that will allow and encourage them to become concerned and active citizens of their schools and communities. AMPS values include but are not limited to:

- *Persistence;*
- *Teamwork;*
- *Diligence;*
- *Adaptability;*
- *Responsibility;*
- *Perseverance*

In addition to Amethod Public Schools inclusive mission, culture and values, students at DCA form their character and learn to build positive relationships through a behavior management support system:

Positive Behavioral Interventions and Supports

What is PBIS?

PBIS is an evidence-based system of prevention and intervention practices that was designed to support the emotional, social, and behavioral development of all students through teaching, modeling, and positive reinforcement.

What does that mean at DCA?

We believe that student character development is an integral part of the overall educational experience. In short, we want to prepare our students not only for academic success, but for life outside of the classroom as well. We hope to accomplish this by creating a safe and positive environment that fosters respect and strong interpersonal relationships between all members of our learning community.

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What does that look like?

We have identified 4 core values that we have integrated into our classroom curriculum and are directly tied to our student incentive system. We believe it is better to “proactively” reward students for desired behaviors rather than “reactively” hand out consequences for unacceptable ones.

DCA Core Values - BRIC

Bravery	Respect	Integrity	Compassion
<ol style="list-style-type: none"> 1. Have the courage to stand up for what's right 2. View failure as an opportunity for growth 3. Step outside your comfort zone and act boldly 	<ol style="list-style-type: none"> 1. Treat others as you would like to be treated 2. Follow directions from ALL staff 3. Let your actions honor your school, community, and family 	<ol style="list-style-type: none"> 1. Take responsibility for your own actions 2. Be honest, loyal, and trustworthy 3. Do the right thing 	<ol style="list-style-type: none"> 1. Use positive and encouraging words towards each other 2. Celebrate diversity 3. Care for your fellow humans regardless of perceived differences

Social Emotional Learning (SEL) Curriculum

DCA has adopted a new SEL curriculum known as ***School-Connect***. This program contains 3 modules aimed at optimizing the middle school experience and supporting social and emotional growth.

Module 1 - Creating a supportive learning community

Module 2 - Developing self-awareness and self-management

Module 3 - Building relationships and resolving conflicts

All students will spend at least 80 minutes per week in SEL classes.

Community time

- Monthly “BRICtials
- School-wide competitions and events
- Multicultural fair
- Weekly morning announcements

BRIC system for individual and group incentives

Karats

- Teachers will give “karats” to students who demonstrate desirable behavior or an improvement in behavior (above baseline) related to the core values. These expectations will be different for each student... meeting them where they are at on the BRIC spectrum.
- Karats are not a physical reward but should be verbally acknowledged when given out. They will be tracked by grade level on a Google sheet (found in the *DCA PBIS* folder)
- There is no quota on the number of karats to give out each day but please remember that this is a tool to reward and encourage positive behaviors and should be used whenever possible.

BRICs - Individual Awards

- Every two weeks, teachers will meet with their grade level partners and use the Karat tracker to identify 8 students who best exemplified the 4 core values (2 for each Value). These students will be awarded with “BRICs” which will earn them school recognition, an invitation to the bi-weekly reward (pizza lunch, ice cream, etc.), and an invitation to a larger event or field trip at the end of the semester.

Solid Gold (SG) - Class Reward

- Each month, homeroom classes who collectively reach the minimum number of Karats to achieve “Solid Gold” status, will receive a special class award (free dress, Popsicle party, etc.)
- Students who received at least one Karat in the month are eligible to participate in the reward. Students who did not, will have the opportunity to do a “Character Reflection Assignment” in order to participate
- There is no limit to the number of classes who can achieve SG status each month. And there is no limit to the number of times a class may achieve SG status

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- The number of Karats required for SG status will vary each month based on the number of school days and increased expectations for student citizenship
- The SG threshold for September will be 60 Karats

Continuous Student Achievement Improvement Template

Amethod Public Schools believes in a continuous improvement model for all of our stakeholder groups. The organization reviews data and programs in an attempt to better the student experience at our campuses.

The following table summarizes an overview of topics in this model.

	Measure	Analysis	Action Plans
Students	<ul style="list-style-type: none"> • State Tests • Classroom projects and grades • Attendance • Retention Rate • Disciplinary Actions 	<ul style="list-style-type: none"> • Compare with similar schools and to all California schools • Identify root causes of performance increases or decreases in each area 	<ul style="list-style-type: none"> • Create plan for improvement in low performing areas • Set targets for next academic year • Improvement required annually (after first three years of school)
Teachers	<ul style="list-style-type: none"> • Teacher Observations & Evaluations • Student performance • Teacher Satisfaction surveys • Teacher Retention 	<ul style="list-style-type: none"> • Identify strengths & opportunity areas for each teacher Compare previous scorecards • Analyze staff retention to identify breakdowns (<i>recruiting, staff development, etc.</i>) 	<ul style="list-style-type: none"> • Create plan for improvement in low performing areas • Set targets for next academic year
Leadership	<ul style="list-style-type: none"> • Student performance • Teacher performance • Fiscal management • Community Engagement (Recruitment) 	<ul style="list-style-type: none"> • Compare with previous years, across similar schools • Measure Academic Data • Enrollment 	<ul style="list-style-type: none"> • Create plan for improvement in low performing areas • Set targets for next academic year
Governance	<ul style="list-style-type: none"> • Performance at individual schools • Employee Retention • New schools opened • Fiscal Management • organization /systematic change influenced 	<ul style="list-style-type: none"> • Compare with previous years and targets set by Board • Board Evaluations • Fundraising Goals • Trainings 	<ul style="list-style-type: none"> • Create plan for improvement in low performing areas • Set targets with Board for next academic year

ELEMENT III: OUTCOME MEASUREMENT

~~DRL: "Pursuant to the transition to California's Common Core and the California Assessment of Student Performance and Progress (CAASPP) System, DCA will establish baseline performance in the first year of testing administration and will demonstrate growth in performance each year thereafter."~~

~~DRL: "If DCA does not test with the District, DCA hereby grants Application of Education Code section 47607.3"~~

Under Education Code section 47607.3, if Charter School meets certain criteria outlined in section 47607.3(a), the following shall apply:

Depending on circumstances specified in section 47607.3, either the county superintendent of schools or the chartering authority ~~to the State of California to shall provide a copy of all test results directly to the District as well as the~~ technical assistance to the charter school.

- ~~Test results for the prior year, if not provided directly to the District using an evaluation rubric adopted by the State, will be provided by the charter school to the District no later than September 1 of each year."~~ Board.
- The entity providing technical assistance may request assistance from the California Collaborative for Educational Excellence, which may, after consulting with the Superintendent and with the approval of the State Board, provide advice and assistance to the charter school.
- The chartering authority shall consider for revocation any charter school to which the California Collaborative for Educational Excellence has provided advice and assistance, and has made findings that: 1) the charter school has failed, or is unable, to implement the recommendations of the California Collaborative for Educational Excellence; or 2) that the inadequate performance of the charter school, based upon the evaluation rubric, is so persistent or so acute so as to require revocation of the charter.

It is our organizational belief that data, particularly ongoing data and assessments, are necessary components to the proper judiciousness of schools. At Amethod Public Schools we use objective data as a way to measure the success of the program. Our methods and data analysis have proven to improve our program because we use them to intentionally shape our instructional program, curriculum, and professional development.

Aligned with a firm belief in accountability, and in order to uphold the promises in our Charters, Amethod Public Schools have rigorous assessment and goal-setting programs to measure students' proficiency levels and ensure that each student is making progress toward becoming a grade proficient student at the least. Students are assessed regularly from the time they enter the school through graduation and all staff monitor their progress closely using State mandated assessments, interim assessments aligned with Standards, and different modalities of informal assessments and evaluations.

Student Assessments

On January 1, 2014 California Education Code section 60640 established the CAASPP System of Assessments. The CAASPP System replaced the Standardized Testing and Reporting

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(STAR) Program, which became inoperative on July 1, 2013. The CAASPP System encompasses the following assessments and student participation requirements. Information about the content and format of each test is also provided.

The CAASPP results give us a key measure of how well students are mastering California's challenging academic standards in English language arts/literacy and mathematics. The skills called for by these standards—the ability to write clearly, think critically, and solve problems are critical to success in college and 21st-century careers.

The 2017 California Assessment of Student Performance and Progress (CAASPP) System includes online and paper-based summative assessments:

Online Summative Assessments

Smarter Balanced Summative Assessments

The summative assessments are comprehensive, end-of-year assessments of grade-level learning that measure progress toward college and career readiness. Each test in English language arts/literacy (ELA) and mathematics is comprised of two parts: (1) a computer-adaptive test and (2) a performance task, administered within a selected testing window available at 66 percent of the instructional year for grades three through eight, and grade eleven.

The summative assessments are aligned with the Common Core State Standards (CCSS) for ELA and mathematics. The tests capitalize on the strengths of computer adaptive testing—efficient and precise measurement across the full range of achievement and timely turnaround of results.

Paper-pencil Tests

Standards-based Tests in Spanish (STS) Optional

The STS for Reading/Language Arts (RLA) consists of multiple-choice tests in Spanish that assess RLA in grades two through eleven. Local educational agencies had the option of administering the STS for RLA to Spanish-speaking English learners (ELs) in grades two through eleven who either were receiving instruction in Spanish or had been enrolled in school in the United States for less than 12 months after April 15, 2016.

California Alternate Assessments (CAAs)

The California Alternate Assessments (CAAs) are online tests for students with individualized education programs (IEPs) that designate the use of an alternate assessment to measure student progress on alternate achievement standards, called Core Content Connectors (Connectors). The Connectors make the test more accessible for students with the most significant cognitive disabilities. The CAAs are administered to each student individually.

CAA items and tasks represent three different levels of complexity. Students' responses to the first set of test questions determine the complexity of the items that follow. At DCA, we make this battery of assessments to students with IEP who need it.

CAASPP Reporting Subgroups

To inform policy, curriculum, and programming, at DCA, we use the disaggregated reports available for subgroups of students on the basis of the following criteria:

- All Students
- Disability Status
- Economic Status
- English-Language Fluency

- Ethnicity
- Gender
- Parent Education
- Migrant
- Ethnicity for Economically Disadvantaged
- Ethnicity for Not Economically Disadvantaged

The English Language Proficiency Assessments for California (ELPAC)

ELPAC is the successor to the California English Language Development Test (CELDT). ELPAC Blueprints and task types were adopted by the State Board of Education on September 14, 2017. Beginning in 2017–18, the ELPAC is the required state test for English language proficiency (ELP) that must be given to students whose primary language is a language other than English.

State and federal law require that local educational agencies administer a state test of ELP to eligible students in kindergarten through grade twelve (ages 3-21). The ELPAC is aligned with California's 2012 English Language Development Standards, ELD, and is comprised of two separate ELP assessments:

1. Initial ELPAC—an initial identification of students as English learners
2. Summative ELPAC—an annual summative assessment to measure an English learner's progress in learning English and to identify the student's ELP level

As stated by the California Board of Education, no single assessment can provide teachers with all the feedback they need to tailor instruction to meet the needs of their students. The Summative ELPAC blueprints and task types were approved and adopted by the State Board of Education on September 14, 2017. The measures adopted by Downtown Charter Academy and AMPS are the NWEA, used as interim assessments, they provide an opportunity to measure the skills of all students against the same academic standards, and the results provide information that we use to improve teaching and learning. Given online, the tests are computer-adaptive, allowing a more precise measurement of each student's skills.

Student Participation

All eligible students in six through eight (6-8), whose primary language is a language other than English, will take the test to determine whether they are ELs, within 30 calendar days after they are first enrolled in our school or 60 calendar days prior to instruction, but not before July 1. We will also administer the Summative ELPAC annually to students identified as ELs until they are RFEP.

Content and Format

The ELPAC assesses public school students in K–12 in the following four domains in English:

- Listening

- Speaking
- Reading
- Writing

It is aligned with the English language development standards adopted by the State Board of Education (SBE).

In order to promote fluency and literacy in English to students at the Emerging and Developing levels on ELD Standards, students will receive, phonemic awareness, decoding practice, vocabulary development, interactive/direct teaching, and word mini-lessons during tutoring and small group sessions either within the classroom setting in groups, or through before, during and after school through the various approaches and programs of the DCA Learning Lab.

Reclassification Procedures, Criteria for Student Reclassification from English Learner to Fluent English Proficient (RFEP):

Given that the summative ELPAC became operational on February 1, 2018. As per the guidelines offered by CDE, Downtown Charter Academy uses the ELPAC results to determine whether or not a student has met the English language proficiency criterion, in addition to existing Reclassification Criteria that includes:

1. Assessment of English language proficiency (ELP), using an objective assessment instrument, including, but not limited to, the state test of English language development; and
2. Teacher evaluation, including, but not limited to, a review of the student's curriculum mastery; and
3. Parent opinion and consultation; and
4. Comparison of student performance in basic skills against an empirically established range of performance in basic skills based on the performance of English proficient students of the same age.

As per California regulations (*5 California Code of Regulations*, sections 11303 Reclassification and 11308 [c][6] Advisory Committee) Downtown Charter Academy reclassification criteria will be reviewed by the Family Staff Team, FST, that serves as the advisory committee on programs and services for English Learner, ELAC.

When an EL student demonstrates adequate oral and academic English skills, a recommendation for reclassification can be made. Each former LEP student who has been reclassified to FEP has demonstrated English-language proficiency comparable to that of the average native speakers and can participate equally with average native speakers in the school's regular instructional program; in accordance with Education Code Section 52164.6.

The participation of the classroom teacher, parent(s) and site administrator/designee is required in the reclassification process. Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including, but not limited to, all of the following:

STEPS for Reclassification Procedures: Criteria for Student Reclassification from English Learner to Fluent English Proficient (RFEP):

1. Assess English Language Proficiency

The Assessment of language proficiency using an objective assessment instrument including, but not limited to the ELPAC is reviewed.

- *Use most recent ELPAC data.*
- *Student must score Level 4*
- *No more than one subtest (Listening or Speaking or Reading or Writing) is intermediate.*

2. Compare Student's Performance in Basic Skills

Comparison of the pupil's performance in the Smart Balanced summative assessments scores from, at minimum, past (3) years on the CAASPP. Students must score level 3 in at least 2 domains in ELPAC and a proficient in the next four years for Reclassification.

- *Use most recent available test data. (If recent test data is not available, wait until later date if within ELPAC test date, or the following year to consider for reclassification)*
- *Student's scores Proficient or above on CAASPP-ELA;*

3. Obtain Teacher Evaluation: Check most Recent English Language Arts Grade

The Participation of the pupil's classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the student is required to evaluate curriculum progress and/or mastery.

- *Grade for most recently completed semester or quarter is C or better.*
- *English teacher is satisfied that student's mastery of English listening, speaking, reading and writing approaches that of native speakers.*
- *English teacher signs the reclassification form.*

4. DCA Parents Participate in the Reclassification Process

One of duties of the Family Staff Team is to act as the English Learner Advisory Committee (ELAC) and fulfill all the duties as required by law. Parental opinion and consultation is achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents' opportunity to participate, and encouragement of the participation of parents or guardians in the school's consultation during the reclassification process.

- *Provide notice to parents and guardians of their rights to participate in the reclassification process.*
- *Encourage parents/guardians to participate in the reclassification process and attend a face-to-face meeting.*
- *Conduct face-to-face meeting with interested parents.*

- *DCA will notify all parents of its responsibility for ELPAC testing and of ELPAC results within thirty days of receiving results from publisher. The ELPAC will be used to fulfill the requirements under the No Child Left Behind Act for annual English proficiency testing.*

5. Reclassify Student Fluent English Proficient

- *Place dated reclassification form signed by the English teacher in the student's file.*
- *Include all students reclassified after March in the R-30 Language Census of the following March.*
- *Reclassify students throughout the year as new data becomes available. (Repeat Steps 1-5)*
- *August, after CAASPP data is published.*
- *January, after ELPAC data is published.*

6. Monitor the Academic Progress of RFEP Students for two years

- *If student's scores Below Basic or Far Below Basic on CAASPP-ELA, an intervention program is initiated as appropriate*
- *If student's English Language Arts grade falls below C, an intervention is initiated as appropriate*
- *Evidence of monitoring is entered onto the Student Reclassification Form in the student cumulative file.*

See Appendix J - Leveled ELD Strategies for English Learners

About NWEA

NWEA is a research-based assessment that precisely measure growth and proficiency, and provide insights to help tailor instruction. At DCA, we test all students 4 times per year. The first one as a Benchmark and the other three as a way to measure student progress and needs.

The RIT Scale

The RIT scale is a consistent, precise tool that we use to have an accurate measurement of each student's academic growth. It provides valid and reliable data to support students at their levels.

The following chart summarizes the assessments currently used at Amethod Public School in general, and Downtown Charter Academy in particular:

Subject	Description
Placement Exams	All incoming students are given placement exams in order to determine proficiency levels in math, writing, and reading. Comparable tests are given at the end of the year to measure progress.
	The ELPAC Initial Assessment to new students who have not taken the test previously or who are new to the country.

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Summative Assessments <i>(California Standardized Tests)</i>	<p>The Smart Balanced Summative Assessments of the CAASPP examinations are given one time at the end of the school year to evaluate students' performance against the defined set of State Board of Education content standards and they are the least flexible of the assessments implemented at our schools. AMPS PATH Academies view the state exams as a vital piece of information to summarize the schools overall goal. We focus our curriculum on the standards that will be evaluated on this exam. Each grade level has a pacing guide the sets out the blueprint for the specific grade levels to be prepared.</p> <p>ELPAC Summative Test once a year during the spring to evaluate English Proficiency.</p>
School Wide Interim Assessments	<p>These assessments fall between formative and summative assessments. All AMPS PATH Academies will use the interim assessments to assess student mastery of standards, norm teaching practices across schools, and drive teacher reflection and improvement of practice.</p> <p>The NWEA Assessments, described above, are used as Interim assessments serve the following purposes:</p> <ul style="list-style-type: none"> (1) evaluate students' knowledge and skills relative to a specific set of academic goals, within a 6- 8 week time frame, (2) Are designed to inform decisions at both the classroom and beyond the classroom and school level. <p>Unlike our formative assessments, the results of interim assessments will be aggregated and reported at a broader level throughout the sites. In essence, these assessments serve a variety of purposes, including interventions, re-teach periods, and predicting a student's ability to succeed on the large-scale CAASPP summative assessment battery.</p>
Formative Assessments <i>(Traditional Classroom Assessments)</i>	<p>Used by teachers and students during instruction that provides feedback to adjust ongoing teaching and learning, and to improve student achievement of intended instructional outcomes. The assessment is embedded within the learning activity and linked directly to the current unit of instruction and curriculums.</p> <p>Formative assessments are used in providing corrective feedback (grades, progress reports, etc.) or indicating areas of further instruction. Amethod School sites also use these averages for peer grade leveled comparisons Quizzes, essays, projects and exams are delivered regularly in classes.</p>

Analysis Cycles (Data Dives)

Amethod Public School teachers and administrators engage in on-going analysis cycles where at the conclusion of an interim assessment cycle, a school leader led meeting known as *Data Dives* puts assessments into practice and connects to student learning outcomes. Teachers and leaders will review data every six weeks through the Interim assessment Data Dive Meetings. These are conferences between administrators, teachers and instructional leaders in which results gathered from the last interim assessment are analyzed and discussed. Unlike traditional post-observation conferences, analysis meetings offer insight into months of student learning.

Data Dive meetings also work to increase accountability by providing school leaders with a concrete record of class achievement. The meetings are integral to changing from a culture focused on what students were taught to a culture focused on what students actually learned.

Teachers will reflect on patterns of interim and focus on the following:

- Identify patterns of underperformance;
- Identify patterns of high performance;
- Identify “Spotlight Student” cohorts (*who are not making adequate progress*);

The goal of the Data Dive meeting is to impact teacher practice and student practice, all in the goal of excelling student achievement. Leaders can have individual conversations as needed, but in the meeting with the group adhere to the underlying practice below:

1. *What's the data telling you? (Overall Goal)*
2. *Praise for standard mastered. (By class, subject, grade)*
3. *Surfacing concern areas (Test in hand analysis/side by side)*
4. *Action Planning/Action Plan evaluation*

See Appendix K for Analysis Cycle -Data Dive Overview

AMPS makes a conscious effort to use student assessment data to inform decisions related to planning and developing of instructional strategies at school wide, classroom, and individual student level. Ongoing assessments of student and school performance are integral in the planning, implementation and adjustment of instruction in the Amethod School system.

The school will continue to use data to identify strengths and weaknesses in student, teacher, class, grade specific and school wide performance.

Aligned with a firm belief in student achievement, offers a rigorous assessment and data review program to measure and increase students’ proficiency levels and ensure that each student is making progress toward concert mastery at the Downtown Charter Academy site.

Amethod Public School Interim Assessments are scheduled and calendared at the start of every year. The tests consist of a mixture of multiple choice, and open-ended questions. The assessment questions are shared with the teachers prior to the exam date. This is to inspire a faculty shared objective approach to the assessments, and also to demonstrate by example to all staff that test cramming is unnecessary when the curriculum is appropriate.

See Appendix L for AMPS Assessment Calendar and Overview

Action Planning

After implementing effective assessments and engaging in deep, nuanced analysis, schools and leaders face the most daunting task of all: putting their plans into practice. Although it is based on gathering information, data-driven instruction is worthless unless that information is actually employed in the classroom. When action is implemented effectively, students can perceive how their learning has improved.

Immediately following analysis, teachers should draw up action plans that describe how they will apply the insights they have gained. Although they may vary greatly, effective action plans all share a fundamental principle: they are explicitly tied to conclusions from analysis and are designed to put such conclusions into practice.

Reporting Data

Downtown Charter Academy Middle School will maintain sufficient staff and systems including technology, required to ensure timely reporting necessary to comply with the law and to meet all reasonable inquiries from District and other authorized reporting agencies. Administration will decide how they will report student progress to: (1) students and parents, (2) the chartering agency, (3) the broader public, and (4) teachers and school board members. Options for reporting data include progress and report cards, presentations, narratives, student involved conferences, annual reports, informational brochures, the school website and annual stakeholder meetings.

IlluminateEd

Scores from all student assessments can be uploaded into Amethod Public School's information management system (IlluminateEd) so that students' progress within particular subjects and across all subjects can be monitored at any given time. Every Amethod Faculty member will have access to the IlluminaateEd program.

Grade Reports (Sample)

Each Amethod Public School site adheres to a grading policy that is uniform for the specific school. In order to assure teacher and student fidelity to high grading standards, Downtown Charter Academy implemented a flat ten (10) point grading scale (no pluses or minuses). The school leader will review the policy and adapt a grading scale to meet the needs of the specific site. Students will receive Progress Reports, Grading Period Reports, and Semester Report Cards showing their earned grades that will be communicated using the following scale:

- A** Students receiving an **A** have demonstrated **mastery** of at least 90-100 of the subject standard that has been taught.
- B** Students receiving a **B** have demonstrated mastery of at least 79-89 of the subject standards that have been taught.
- C** Students receiving a **C** have demonstrated the minimum mastery requirement of 68-78 of the subject standard.
- D** Students Receiving a **D**, 57-67 have deficits that require additional attention and student effort. Thus, a student receiving a **D** is not passing the given class.

- F Students receiving an F 56 & below, have MAJOR grade deficits that require a change in approach, more focus, assistance, and increased effort. The families or parents of students receiving at least (1) F at the end of the first grading period will be contacted to discuss the grade.

Progress Reports

Students and families will have real-time access to their grades through the Parent and Student Portal on IlluminateEd. In addition to having online access, students will receive a progress reports and reports cards indicating the student's progress in every subject. It is the responsibility of the parent/guardian to review progress reports with their student and to contact the school to make an appointment if there are questions or concerns. If a student is not meeting the minimum mastery requirements for a course (68), the parent/guardian and student may be required to attend a conference with the student's teacher and Site Director to develop a plan to support the student's academic progress. Progress reports require a parent signature and must be returned to the classroom teacher to avoid any consequence.

ELEMENT IV: GOVERNANCE STRUCTURE

~~Governing Law: [Ref. California Education Code §5477605(b) and Ref. Criteria for Review: CCR 5 §11967.5.1(f) (1)]. "The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement~~

~~California Education Code Section 47605(b)(c)(5)(D).~~

DRL: "Operation by or as a Nonprofit Public Benefit Corporation

~~As an independent charter school, Charter School, operated as or by its nonprofit public benefit corporation, is a separate legal entity and shall be solely responsible for the debts and obligations of Charter School. Charter School shall comply with the provisions of Education Code section 47604(b)(1) and shall not operate as, or be operated by, a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization. A for-profit educational management organization and a for-profit charter management organization are entities that manage or operate a charter school.~~

~~Charter School shall ensure that, at all times throughout the term of the Charter, the bylaws of its governing board and/or nonprofit corporation are and remain consistent with the provisions of this Charter. In the event that the governing board and/or nonprofit corporation operating Charter School amends/amend the bylaws to change the number of governing board members, Charter School shall provide a copy of the amended bylaws to the OUSD Office of Charter Schools ("OCS") within 30 days of adoption.~~

~~Charter School shall send to the OCS copies of all governing board meeting agendas at the same time that they are posted in accordance with the Brown Act. Charter School shall also send to the OCS copies of all board meeting minutes within one week of governing board approval of the minutes. Timely posting of agendas and minutes on Charter School's website will satisfy this requirement.~~

~~The District reserves the right, but is not obligated, to appoint a single representative to the Charter School governing board pursuant to Education Code section 47604(b).~~

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Charter School will respond to Public Records Act requests in a timely manner and in compliance with the California Public Records Act (Government Code section 6250 *et seq.*)

Indemnification of Distric

Charter School through this Charter ~~and/or a separate Memorandum of Understanding,~~ agrees to defend, and indemnify and hold harmless the District, its officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter “District” and “District Personnel”) from and against any and all actions, suits,

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claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, Charter School's performance under this Agreement or the Charter, the condition or use of its facilities, or any acts, errors, negligence, omissions or intentional acts by Charter School, its Governing Board, administrators, employees, agents, representatives, volunteers, successors and assigns.

LEGAL AND POLICY COMPLIANCE

Charter School shall comply with all applicable federal, state, and local laws and regulations and District policy as it relates to charter schools, as they may be amended from time to time.

Charter School shall comply with all applicable federal and state reporting requirements, including but not limited to the requirements of CBEDS, CALPADS, and Education Code section 47604.33.

Charter School shall comply with the Brown Act and the Public Records Act.

NOTIFICATION OF THE DISTRICT

Governing Board Operation

Charter School shall follow Education Code section 47604.1, and comply with the Ralph M. Brown Act (Government Code section 54950 *et seq.*); the California Public Records Act (Government Code section 6250 *et seq.*); Government Code section 1090 *et seq.*; and the Political Reform Act (Government Code section 81000 *et seq.*) Charter School shall also comply with the provisions of Education Code section 47604.1(c) with respect to the location of its meetings, and broadcasting its meetings on a two-way teleconference where required.

Charter School shall publicly post all governing board meeting agendas in accordance with the Brown Act. Charter School shall keep accurate records of all governing board meetings, whether they were canceled, rescheduled, or held, and make board meeting documents, including board meeting minutes, available to the public either upon request or by posting on the charter school's website.

Charter School acknowledges the District's statutory right to appoint, at the District sole discretion, a single representative of the District's choosing to the Charter School governing board pursuant to Education Code section 47604(c).

Required Notifications to the District

Charter School shall notify ~~the~~ OCS in writing of any citations or notices of workplace hazards; investigations by outside regulatory or investigative agencies, lawsuits, changes in corporate or legal status (e.g. loss of IRS 501(c)(3) status), or other formal complaints or notices, regarding any aspect of Charter School's operations, within one week of receipt of such notices by Charter School. ~~Unless prohibited by law,~~ Charter School shall notify ~~the~~ OCS in writing of any internal investigations within one week of commencing investigation. Charter School shall notify ~~the~~ OCS within 24 hours of any dire emergency or serious threat to the health and safety of students or staff. This 24-hour notification applies to any allegations of serious misconduct related to student safety or child abuse by any student or adult that occurred on campus.

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STUDENT RECORDS Charter School Records

Upon receiving a records request from a receiving school/school district, Charter School shall transfer a copy of the student's complete cumulative record within ten (10) school days in accordance with Education Code section 49068. Charter School shall comply with the requirements of California Code of Regulations, title 5, section 3024, regarding the transfer of student special education records. In the event Charter School closes, Charter School shall comply with the student records transfer provisions in Element #615. Charter School shall comply with the requirements of Education Code section 49060 *et seq.*, regarding rights to access student records ~~and~~ and Education Code section 49069.3 and 49069.5 regarding transfer of records for youth in foster care.

~~DRL:~~ "DC4Charter School acknowledges that pursuant to Article XVI section 8.5(e) of the California Constitution, sections 2(e), 6, and 8 of Proposition 98, and sections 33126.1(b), 35256(c), and 35258 of the Education Code require schools, including DC4Charter School to provide certain information in certain formats in certain ways to the general public and specifically to parents of students at DC4Charter School and of the District. DC4Charter School further acknowledges that it has the obligation to provide all of such information to the District that is required by these referenced authorities in a timely manner so that the District may meet its obligations under those authorities as well. To the extent that there is information that the District has, but that DC4Charter School does not have that DC4Charter School needs in order to meet its obligations, the District shall provide the same to Charter School in a reasonably timely manner upon request.

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~~needs in order to meet its obligations, the District shall provide the same to DCA in a reasonably timely manner upon request under Education Code section 47604.3."~~

~~DRL: DCA will maintain sufficient staff and systems including technology, required to ensure timely reporting necessary to comply with the law and to meet all reasonable inquiries from District and other authorized reporting agencies."~~

~~DRL: DCA Charter School in accordance with Education Code Section 47604.3, shall promptly respond to all reasonable inquiries from the District, including but not limited to, inquiries regarding financial records, from the District Letters of Inquiry, and Notices of Concern, and shall consult with the District as needed regarding any such inquiries. DCA Charter School acknowledges that it is subject to audit by OUSD if OUSD District. If the District seeks an audit of DCA Charter School, the District shall assume all costs of such audit. This obligation for the District to pay for an audit only applies if the audit requested is specifically requested by the District and is not otherwise required to be completed by DCA Charter School by law or charter provisions."~~

~~DRL: "Members of DCA's Governing Board, any administrators, managers or employees, and any other committees of the School shall at all times comply with federal and state laws, nonprofit integrity standards and OUSD's Charter School policies and regulations and applicable State and federal law regarding ethics and conflicts of interest so long as such policies and regulations are not in conflict with any then-existing applicable statutes or regulations applicable to charter schools."~~

~~DCA and/or its non-profit corporation will be solely responsible for the debts and obligations of the charter school."~~

~~Add the following text and remove any text to the contrary:~~

~~DRL: "To the extent that DCA is a recipient of federal funds, including federal Title I, Part A funds, DCA has agreed to meet all of the programmatic, fiscal and other regulatory requirements of the Every Student Succeeds Act (ESSA) and other applicable federal grant programs. DCA agrees that it will keep and make available to the District any documentation necessary to demonstrate compliance with the requirements of ESSA and other applicable federal programs."~~

~~DCA also understands that as part of its oversight of the school, the Office of Charter Schools may conduct program review of federal and state compliance issues."~~

Charter School Ombudsperson

Charter School shall ensure that, at all times throughout the term of the Charter, a neutral party, "Ombudsperson", is identified to serve as an independent resource, assisting families and community members in investigating and addressing complaints, conflicts, and other school-related issues. This individual's name and contact information should be clearly articulated in the Charter School's student and family handbook or distributed widely.

Legal Status- Nonprofit Public Benefit Corporation

Downtown Charter Academy is an independent charter school. It is governed by Amethod Public Schools, a 501(c)(3) non-profit benefit California Corporation. Downtown Charter Academy and Amethod Public Schools are governed by a corporate Board of Directors (Board

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or Board of Directors) in accordance with its adopted corporate bylaws, which shall be consistent with the terms of this charter. Ultimate responsibility for the governance of Downtown Charter Academy rests with Amethod's Board of Directors. The Board of Directors will be responsible for major strategic and policy decisions related to the schools and will also need to ensure Downtown Charter Academy's financial sustainability.

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See Appendix M - AMPS Bylaws

Pursuant to California Education Code Section 47604(c), the Oakland Unified School District shall not be liable for the debts and obligations of Downtown Charter Academy or Amethod Public Schools for claims arising from the performance of acts, errors, or omissions by Downtown Charter Academy or Amethod Public Schools.

Since Amethod Public Schools is a non-profit corporation, it can be sued as an independent entity and would be responsible for any debts incurred by the school.

Board of Directors

Downtown Charter Academy and Amethod Public Schools are governed by a corporate Board of Directors (Board or Board of Directors) in accordance with its adopted corporate bylaws, which shall be consistent with the terms of this charter. Potential members of the Amethod Public Schools Board of Directors are nominated by an existing board member and vetted through a nominating committee composed of current Board members. The Board frequently discusses additions to its membership based on the need to add additional functional expertise and/or balance representation of the communities served by Amethod Public Schools. Once nominated, the Board undergoes a thorough review process including a nominee's professional background, community involvement, and commitment to Amethod Public Schools mission.

In accordance with Education Code Section 47604(b), OUSD may appoint one representative to participate on the Board of Directors of Amethod Public Schools.

Amethod Public Schools- Board of Directors

Rodolfo Ornelas, Board Chair 2025-2029

Rodolfo Ornelas is an accomplished educational leader and consultant dedicated to fostering equity and instructional excellence in K-12 education. He has been instrumental in reshaping learning environments to ensure all students receive high-quality educational opportunities.

He specializes in coaching school leaders, fostering collaborative teams that prioritize culturally responsive teaching, and improving teacher collaboration and student outcomes through professional learning communities. His work spans Multi-Tiered Systems of Support (MTSS), discipline policies, and equity-based instructional practices, where he has successfully led professional development for educators and advised district leaders on policy alignment. Additionally, he has supported schools through accreditation processes such as WASC and LCAP development, contributing to systemic improvements in educational equity and student success.

Rodolfo has served as a high school teacher, assistant principal, and principal prior to joining Oakland Unified School District's Network 3 Team supporting Principals and site leadership.

Rodolfo holds a BA from the University of California, Davis and a MS in Educational Studies from Johns Hopkins School of Education. He also holds a California Administrative Services Credential and Clear Teaching Credential.

Jorge Lerma, Board Member 2025-2029

Jorge Lerma served on the Oakland Unified School District Board of Education from 2023 to 2025.

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elected by the voters of District 5 in Oakland, California. His primary assignments were budget and finance, serving as one of three financial advisors involved in policy and decision-making regarding all OUSD financial determinations and Charter Schools. He participated in designing the presently existing strategic plan for promoting diversity in hiring at OUSD.

Born and raised in Oakland, Mr. Lerma, bilingual and bicultural (Chicano), graduated from Oakland High School and the Peralta College system. He received his Elementary School Credential from UC Berkeley and a Master's in Administration and Supervision from CSU East Bay.

Mr. Lerma has served as an Early Childhood, Elementary, and High School teacher, as well as an administrator and principal in Oakland. He is a strong advocate for equity and quality education from preschool through college. He now focuses on advancing evidence-based reading and literacy programs for struggling students. He believes all educational models—district, charter, private, faith-based, or home study—have a role in serving Oakland's diverse students and families. His priority is that every option offered be high-quality and rooted in equity.

<u>Mr. Name</u>	<u>Current Professional Title / Organization</u>	<u>Board Role</u>	<u>Focus / Expertise</u>
Nick Vaca	Lawyer—Law Offices of Nicolas C. Vaca	At Large	Legal
Karely Ordaz-Salto	Special Assistant to Mayor Libby Shaff—Oakland Mayor's Office	Chair	Political
Suzanne Larsen	Senior Director—PRO Unlimited Global Solutions	At Large	Human Resources
Hernan Vargas	Consultant—Affine Finance	Treasurer	Finance
Dyana Curreri-Ermatinger	Assistant Director, Foundation and Corporate Relations—Mills College	Secretary	Fundraising
Mina Wilson	Principal Consultant, Center for Health Systems Improvement, Care Management Institute—Kaiser Permanente	Vice-Chair	Systems Management; Parent of AMPS Student

Lerma, a lifelong educator, recently authored and served as Co-Chair of Oakland's Children's Initiative (Measure AA), overseeing funding for First Five and Oakland Promise programs.

He co-founded Centro Infantil de LaRaza and La Escuelita School, and for over 25 years, he has co-organized the OUSD Latino Honor Roll program to celebrate student achievement. Currently, he serves as a principal on special assignments, supporting schools facing leadership transitions, financial distress, and academic challenges. He also co-chairs the Latino Educational Network

(LEN) and its sister program, “Maestros del Pueblo”.

Peter Hanley, Board Member 2025-2029

Peter brings extensive leadership experience in evaluation, strategic planning, budgeting, and project management, especially in education reform and economic development, to any endeavor. He was elected five times to the San Mateo Union High School District board, serving five times as president through 2022. Peter was also President of the San Mateo County School Boards Association and a member of the California School Boards Association’s policy making body. For seven years, he was executive director of the American Center for School Choice. He has also worked in management roles for Hewlett-Packard, Syntex Corporation, and The Economist Group of London.

In addition, he has been working in the charter school world since 2001, founding the Oakland Charter School Collaborative at the California Charter Schools Association, the Bay Area Charter School Athletic Conference (BACSAC), and serving as a founding board member and VP of the Community School for Creative Education, an urban Waldorf charter school in Oakland. He first joined Amethod Public Schools in 2013, serving as board chair three times over five years as Amethod opened three schools in Richmond. He rejoined the board in January 2020 as chair again until June 2021.

Peter holds a BA degree in political science from the University of Oregon and an MA in international affairs with a specialty in international economics from The George Washington University. Previously, he has lived and worked in Russia and China. He is currently BACSAC’s part-time Finance Manager.

Margie DiGiorgio, Board Member 2025-2029

Margie DiGiorgio is a dedicated educational leader with a career spanning over two decades, and has consistently demonstrated a commitment to academic excellence and innovative program development. Her current role is as Chief Academic Officer & Director of Independent Learning at Griffin Technology Academies in Vallejo, CA.

She has worked in a variety of settings including traditional district schools, both middle and high school, charter schools, site-based learning schools, and independent study schools, which supported students across all grade levels. Her roles of service include classroom teacher and administration.

Margie has served as a classroom instructor in the content area of mathematics. In this capacity, she taught a range of math courses, developed intervention courses, collaborated on curriculum planning, and participated in school-wide activities with other department leaders and administrators.

She holds a preliminary administrative services credential and a Master’s in Mathematic Education.

Beyond her direct teaching and administrative roles, Margie has actively engaged in leadership positions, including serving on the boards of Antioch Charter Academy, Clayton Valley Charter High School and G.R.I.O.T. Mentoring.

Davis Leung, Board Member 2025-2029

Davis Leung is an operational and financial professional with broad experience in many aspects of management, including C-level leadership, accounting, auditing, financial management, Human

Resources, marketing, and contract and grant management. He has owned his own consulting company for the past 8 years and through that role has also served as COO and President for various tech firms. Previous to running his own firm, Davis worked for a land development company and served as its Senior Vice President of Administration, while simultaneously serving as the President for its subsidiary. Other roles that Davis has served in include leadership positions at the YMCA and Jewish Family and Children's services as well as an accountant for Deloitte.

From 2016 - 2020, Davis served as a Board member and then as Board Chair at Urban Montessori Charter School. During that time, Davis helped lead the organization through facilities searches and a Head of School search. Throughout his term, he was the finance chair and supported the school with ongoing financial management.

Elizabeth "Liz" Martinez, Board Member 2025-2029

Elizabeth "Liz" Martinez, COO of a well-established Bay Area public charter school, is a first-generation college graduate from UC Berkeley and St. Mary's College. With over 15 years of experience, Liz effectively transforms educational organizations, building strong teams and driving positive change through strategic risk management, process improvement, and policy implementation.

A certified coach, she helps develop individual contributors into talented leaders. Her expertise spans HR, finance, data systems, student services, operations, and compliance.

Originally from South Central L.A., Liz realized her dream of attending UC Berkeley. In her free time, she enjoys live music, watching Disney movies with her family, and hiking with friends. She's also a big fan of pizza, particularly from 2-for-1 Pizza in L.A. and Zachary's in Berkeley.

Liz is deeply committed to providing free and high-quality education to all children, driven by principles of honesty, integrity, and a direct approach to communication.

See Appendix N for Board Resumes

Board Roles and Responsibilities

The Board approves budgets for all AMPS sites and approves major school site and Amethod Public School policies. The Board may initiate and carry on any program or activity or may otherwise act in a manner which is not in conflict with or inconsistent with or preempted by any law and which are not in conflict with the purposes for which schools are established. The Board may also establish committees such as personnel, instructional, or specific committees as recommended and requested by the Board President and members. The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee of the school or Amethod Public Schools any of those duties. The Board however, retains ultimate responsibility over the performance of those powers or duties so delegated. Such delegation will be in writing; specify the entity designated; describe in specific terms the authority of the Board of Directors being delegated, any conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation; and require an affirmative vote of a majority of Board members.

Board Meetings

The entire Amethod Public Schools Board of Directors meets at minimum seven times a year. All Board meetings are open to the public. Meeting notices and agendas will be made available and posted to the public prior to Board meetings (both online posting as well as physical

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posting for public viewing). For all regular meetings, an agenda will be posted 72 hours in advance on the organization's website, www.amethodschools.org, as well as on the main entrance of its corporate offices at 2101 Livingston St., Oakland, CA 94606, and at each school site. Meeting minutes and Board actions are recorded and copies are available for public viewing on the organization's website.

Public Operating Principles

Downtown Charter Academy will continue to comply with all laws applicable to charter schools. Members of AMPS Board, any administrators, managers or employees, and any other committees of the school shall at all times comply with federal and state laws, nonprofit integrity standards and OUSD's Charter School policies and regulations regarding ethics and conflicts of interest so long as such policies and regulations are not in conflict with any then-existing applicable statutes, legislation, or regulations applicable to charter schools.

DCA will be nonsectarian in its programs, admission policies, employment practices, and all other operations, will not charge tuition, and will not discriminate against any student on the basis of race, ethnicity, national origin, religion, gender, gender identity, sexual orientation or disability or any perception thereof.

The school will maintain in effect general liability insurance, as well as insurance policies to cover Board errors and omissions protection. The Governing Board will operate procedurally consistent with the adopted by-laws of the organization and follow the approved procedures for changes and amendments. The school will operate autonomously from the district, with the exception of the supervisory oversight as required by statute and other contracted services as negotiated between the District and the school.

The Board of Directors will be the responsible agent for accountability requirements applicable by law and for the Charter itself, as well as policies regarding staff and board responsibilities, conflict of interest, personnel, budget development and approval. The school calendar and the selection of the school's administrative leadership are also the responsibilities of the Governance Board. The Governance Board is responsible for establishing subcommittees and delegating authority as needed.

Conflict of Interest (Summarized)

The purpose of the conflict of interest policy is to protect Amethod Public Schools (the Organization)'s interest as applicable to a California public charter school, and the definitions contained in the Political Reform Act of 1974, the regulations of the Fair Political Practices Commission, specifically California Code of Regulations Section 18730, and any amendments or modifications to the Act and regulations are incorporated by reference to this Code.

See Appendix O for AMPS Conflict of Interest Policy

Governance Training

New members to the Board of Directors must attend a Board meeting and an Amethod Public School Governance orientation prior to serving on the Board. The Board will receive proper training annually. Some of the topics for the training sessions are:

1. *Brown Act*
2. *Parliamentary Procedures*
3. *Conflict of Interest*
4. *Delineation of Roles and Responsibilities*
5. *Strategic Planning and Thinking*
6. *Legal and Financial Responsibilities*
7. *Effective Board-Staff Relations*
8. *Creating Effective Committees*
9. *Effective Board Self-Assessment*

The above list is a sample and is not meant to be exhaustive.

Family Participation

As required by Education Code § 47605, the school will use a range of methods to consult with and receive parental/family input. Parents who fulfill current desired expertise identified by existing board members may also be recommended to the Amethod Public Schools board of directors. Family participation methods are in use for existing Amethod Public School parents and include focus groups, surveys, parent/teacher conferences, orientation meetings, town halls, events, and phone / internet communication.

- *Informational Meetings:* DCA will hold meetings for parents to address matters such as financial aid for college, parent and student college session, and other informational meetings.
- *Town Halls:* Through partnership with other local organizations, Amethod Public Schools implements Town Hall parent information sessions for families. Sample discussions have included School Measurements, gang prevention, and cyber bullying.
- *Orientations:* DCA conducts an all campus Orientation meeting at least once per year. This meeting is mandatory for all new and incoming student families. Administration and Teachers are in attendance and available for introductions and information.
- *Website and Phone Communication:* Teachers have web pages on the School website server that will have their class schedules, grades, assessment data, attendance reports, syllabus and other assignments posted. Parents/family members may also log on to Illuminate Education to view their child's information that may include attendance, grades, and interim assessments. All community and family members can call the main phone line to make an appointment with the Site Director and teacher in regards to concerns.
- *Parent/Student/Teacher Conferences:* Parent/student/teacher conferences will be scheduled upon request of a teacher or a parent. These conferences may occur at any time during the year, but will be clustered at the end of grading periods.
- Each AMPS site has an established Family Staff Team (FST). The FST is the body that interacts with the Board of Directors and helps shape the school's yearly goals and Local Control Accountability Plan, which is ultimately approved by the Board.

Complaint Procedures

DCA will continue to use the established formal complaint policy, the Internal Resolution Service (IRS), to address community concerns that are not resolved through informal conversations. The school will not, at any time, refer complaints to the district, and will address matters at the school and organizational level consistent with the nature of charter legislation. However, parents and families may approach the local authorizer, school district to file a complaint should they wish to do so.

The school's distinct complaint procedures include clear information about the response timeline of the school, the official complaint representative, the office making final decisions regarding complaints, and appeals process. The procedures will also identify an ombudsperson for situations in which the school leader is the subject of the complaint. The complaint procedures are clearly articulated in the school's family handbook that is distributed widely.

UNIFORM COMPLAINT PROCEDURES (UCP) OVERVIEW

The Governing Board recognizes that the school is primarily responsible for complying with applicable state and federal laws and regulations governing educational programs as they

pertain to charter schools. The school shall investigate complaints alleging failure to comply with such laws and/or alleging discrimination and shall seek to resolve those complaints in accordance with the school's uniform complaint procedures, (5 CCR 4620).

The school shall follow uniform complaint procedures when addressing complaints alleging unlawful discrimination against any protected group as identified under Government Code 11135: including actual or perceived sex, sexual orientation, gender, gender identity, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability, or age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any school program or activity that receives or benefits from state financial assistance, (5 CCR 4610).

Uniform complaint procedures shall also be used when addressing complaints alleging failure to comply with state and/or federal laws in consolidated categorical programs, career technical and technical education and career technical and technical training programs, and special education programs (5 CCR 4610).

ELEMENT V: EMPLOYEE QUALIFICATIONS

~~Governing Law – CA Education Code 47605 (b) (5) (E) the “The qualifications to be met by individuals to be employed by the charter school.” – Ed. Code § 47605(c)(5)(E)~~

~~DRL: “EQUAL EMPLOYMENT OPPORTUNITY Equal Employment Opportunity and Nondiscrimination~~

~~Charter School acknowledges and agrees that all persons are entitled to equal employment opportunity. Charter School shall not discriminate against applicants or employees on the basis of race, color, religion, sex, gender, gender expression, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, genetic information, military and veteran status, or any other characteristic protected by California or federal law. Equal employment opportunity shall be extended to all aspects of the employer-employee relationship, including recruitment, selection, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment. Charter School further acknowledges that it shall not retaliate against any employee for engaging in protected activity, exercising a protected right, or initiating or pursuing any claim, proceeding, charge or complaint based upon an allegation of discrimination.~~

~~ESEA/ ESSA AND CREDENTIALING REQUIREMENTS Teacher Credentialing Requirements~~

~~Charter School shall adhere to all State and federal requirements that are applicable to teachers and paraprofessional employees. Charter School shall ensure that all teachers meet applicable state requirements for certificated employment, including the provisions of Education Code section 47605(l). Charter School shall maintain current copies of all teacher credentials and make them readily available for inspection.~~

~~As part of the Fall Information Update, Charter School will notify the District in writing of the application deadline and proposed lottery date. Charter School will ensure that all application materials will reference these dates as well as provide complete information regarding~~

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~~application procedures, key dates, and admissions preferences and requirements consistent with approved charter."~~

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OBLIGATION TO REPORT TO CALIFORNIA COMMISSION ON TEACHER CREDENTIALINGReporting Educator Misconduct to the California Commission on Teacher Credentialing

Charter School shall comply with Education Code section 44030.5 with respect to reporting the change in employment status to the California Commission on Teacher Credentialing where the change of employment status is a result of an allegation of misconduct, or while an allegation of misconduct is pending, and with Education Code section 44939.5 regarding the ~~re-reporting~~ reporting of egregious misconduct.

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EMPLOYMENT OF FELONSEmployment of Felons

The Charter School shall comply with the provisions of Education Code section 44830.1 and 45122.1 with respect to the submission of fingerprints to the Department of Justice and the employment of persons convicted of violent or serious felonies.

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Process for Staff Selection

In general, the school will recruit driven, qualified, and enthusiastic individuals to serve in all of the school's or organization's capacities. All prospective employees are required to successfully complete a DOJ fingerprinting background check, TB screening, and reference checks, to ensure the health and safety of the school's faculty, staff, and pupils. In addition, prospective employees are carefully screened to ensure they have the qualifications for employment as determined by law governing charter schools.

DCA involves all stakeholder groups in the school to identify the best teachers to deliver our instructional program. An extensive body of research shows that teacher quality is one of the most important factors related to increasing student achievement. Teachers who are committed, engaged and skillful in their approach to instruction have a powerful, long-term impact on their students' lives.

AMPS has identified teacher recruitment as an organizational priority and has developed a full human resources department in the back office to help reach our recruiting goals.

The key factors of success in recruiting are:

- Dedicated human resources staff in the back office
- Centralizing all of the processing of new employees in the back office
- Good internal communication between the back office and school sites
- Casting a wide net for candidates using traditional and innovative outreach strategies
- Responsiveness to candidates – timely return of calls and clear explanation of next steps to prospective candidates
- Rigorous evaluation and selection process

The AMPS central office employs a broad range of outreach tactics, from cultivating individual networks to implementing print and on-line advertising campaigns. A wider pool of candidates will ultimately result in a higher quality of teachers hired.

Primary outreach strategies include:

- Information sessions at colleges and graduate schools
- Partnerships with colleges and universities such as UC Berkeley, St. Mary's and Aliant University
- Partnerships with organizations such as Teach for America, Fortune School and Cal Teach
- Advertisements through organizations
- Newspaper and on-line advertising such as Craig's List, Edjoin.org and Teacherjobs.org
- Utilize the network of colleagues from our existing teaching staff

AMPS Career Path

The AMPS Career Path is designed to promote quality instruction, reward teachers who use data to drive instruction, and retain the best possible talent. This innovative approach to teacher development allows for teachers to be compensated in a merit-based system. AMPS Career Path teachers are also given a variety of professional development opportunities, from attending conferences and trainings, to facilitating training sessions at their own sites. DCA has directly benefited from this homegrown talent pipeline, as the current Dean of Instruction reached that position of leadership by following the steps on the Career Path.

See Appendix P for Career Path Application

Leader Selection

The Site Director is responsible for managing the day-to-day operations of the school and for leading the school's success, and Amethod Public Schools takes extensive care to select the most qualified and dedicated person.

The Director (Site Director) is the instructional, cultural, managerial, and community leader of the school. The Site Director sets the vision for the school and ensures that the school is a high-achieving college preparatory environment where all students finish their tenure at or above grade level. The Site Director serves as the manager of all teachers, and also coaches classroom teachers directly in coordination with their Deans, which includes conducting observation cycles, modeling lessons, and providing support and resources aimed at increasing teacher effectiveness and leadership.

The Site Director is a member of the interviewing and selection committee for other school staff and will work with Management Team to establish a Program Plan Model.

Assigned tasks include the following:

- Accountable for students' overall academic performance.
- Manage school revenues and expenses to stay within agreed upon budget.
- Available for contact with parents, students and staff to discuss student progress and problems after class, evenings or on weekends (via cell phone or in person).
- Maintain work hours extending beyond school hours for other professional duties or functions such as staff meetings, etc.
- Maintain professional standards and a school environment that is productive, safe and focused on organizational and school mission.
- Participate in school wide and individual professional development.

- Participate in other events aimed at promoting or developing Amethod Public Schools and its schools (i.e. student recruitment).
- Foster a rigorous and college preparatory environment that ensures high levels of student achievement annually through the relentless use of data to drive and refine instruction.
- Develop classroom teacher practice and leadership through direct observation, coaching, and training.
- Promote collaborative problem solving and open communication between teachers, students, and families.

See Appendix Q for Site Director Job Qualifications and Description

Teacher Selection

Prospective teachers must exhibit a strong passion and desire to teach in an intense and challenging environment with a structured, fast-paced pedagogical program. All prospective staff must be willing to teach beyond the typical school day, on some weekends, and until the job of educating our students is complete. All prospective hires must also be willing to go through our ongoing professional development workshops, enter a credential program (or be credentialed) and believe in the mission of the organization.

Downtown Charter Academy hires faculty based on content mastery, academic excellence, academic ability, performance reviews, and we prefer individuals who exhibit a go-getter enthusiasm during the interview process. We will continue to use our simple yet productive method of staff recruitment that includes the collection of transcripts, reference checks, writing sample, and an extensive interview process that includes the delivery of a sample lesson.

Teacher Job Description

Teachers at Downtown Charter Academy School shall be required to hold a California Commission on Teacher Credentialing (CCTC) certificate, permit, or university internship permit as required by district, non-charters for core, college prep classes. The school will confer with the California Commission on Teaching Credentialing (CCTC) for any clarifications regarding credentials as needed. The school staff may also be required to participate in random drug testing as required by Governance Board.

See Appendix R for Teacher Qualifications and Job Description

See Appendix S for Dean of Instruction Qualifications and Job Description

Assigned tasks will include the following:

- Effectively instruct students in assigned content area(s) as prescribed by Amethod's academic content standards through lecturing, demonstrating, and using audio-visual aids and with the overall goal of engaging student learning.
- Work as part of teaching team and within content areas planning and aligning curricula to ensure that instruction follows curriculum guidelines or requirements of state and school.
- Set clear short-term and long-term goals to drive instruction.

- Develop and submit weekly and long-range unit plans containing standards, essential questions, assessments and lesson plans; assign lessons and review homework.
- Consistently administer tests to evaluate pupil progress, record results, and issue meaningful reports to inform parents of progress. Create and implement student intervention plans when necessary.
- All teachers will be CLAD certified or a CCTC recognized equivalent.

Administration Assistant

The Administrative Assistant will be responsible for daily operations at the campus. The Site Operations Coordinator will report to the Site Director.

A partial list of qualifications includes the following.

Required knowledge, skills, and abilities

- Strong organizational skills;
- Strong time management skills;
- Ability to work both independently and with a team;
- Fluency in Spanish is highly desirable.

Required educational level

- A.A. degree or equivalent work experience

Required experience

- 3 plus years in administrative support position preferable;
- Experience in school front office preferable;
- Proficient with Microsoft Office.

Responsibilities include:

- Recording attendance;
- Primary responsibility for input of Free and Reduced Lunch information into the student database;
- Managing the office;
- Overseeing purchases of materials;
- Managing the schedules;
- Serving as first point of contact

Anti-discrimination Statement

DCA believes that all persons are entitled to equal employment opportunity. It does not discriminate against qualified applicants or employees on the basis of race, color, religion, sex, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, or any other characteristic protected by California or federal law. Equal employment opportunity shall be

extended to all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment.

ELEMENT VI: HEALTH AND SAFETY OF PUPILS

~~*Governing Law* – “The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall include require all of the requirement that following:~~

~~(i) That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.~~

~~(ii) The development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (J), inclusive, of paragraph (2) of subdivision (a) of Section 32282.~~

~~(iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school.” – Ed. Code § 47605(c)(5)(F)~~

Site Safety Plan

Charter School shall develop a school safety plan, which shall include the topics set forth in Education Code section 32282(a)(2), and which shall be updated by March 1 every year. Charter School shall include any additional topics added through amendment of Education Code section 32282 or any other legislation.

Pupil Safety

Immunizations, Health Examinations, and Health Screenings

Charter School shall comply with all federal and state legal requirements related to student immunization, health examination, and health screening, including but not limited to screening for vision, hearing, and scoliosis, to the same extent as would be required if the students were attending a non-charter public school. Charter School shall maintain student immunization, health examination, and health screening records on file.

~~—California Education Code Section 47605(b) (5) (F)~~

DRL: “HEALTH, SAFETY AND EMERGENCY PLAN

Charter School shall have a comprehensive site-specific Health, Safety and Emergency Plan, including but not limited to the acquisition and maintenance of adequate onsite emergency supplies, in place prior to beginning operation of Charter School each school year.
Suicide Prevention Policy (Grades 7-12)

Charter School shall adopt, at a regularly scheduled meeting, a policy on pupil suicide prevention in Grades 7 through 12 inclusive, that meets the requirements of Education Code section 215, if it serves any of those grade levels. The policy shall be developed in consultation with school and community stakeholders, school-employed mental health professionals, and suicide prevention

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experts and shall, at a minimum, address procedures relating to suicide prevention, intervention, and postvention, and shall specifically address the needs of high-risk groups, including, but not limited to, all of the following: Youth bereaved by suicide; Youth with disabilities, mental illness, or substance use disorders; Youth experiencing homelessness or in out-of-home settings, such as foster care; and lesbian, gay, bisexual, transgender, or questioning youth.

Employee Training

Charter School shall ensure that all staff members receive annual training on Charter School's health, safety, and emergency procedures, including but not limited to training on blood borne pathogens, and shall maintain a calendar for, and conduct, emergency response drills for students and staff. Charter School shall also ensure that its employees receive the required sexual harassment training under Govt. Code 12950.1.

Charter School shall provide all employees, and other persons working on behalf of Charter School who are mandated reporters, with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person's employment if employed after the beginning of the school year, in accordance with the requirements of ~~AB 1432 (2014)~~ Education Code section 44691.

~~Charter School shall stock and maintain the required number and type of emergency epinephrine auto injectors onsite and provide training to employee volunteers in the storage and use of the epinephrine auto injector as required by SB 1266 (2014).~~

~~Charter School shall comply with the requirements of Education Code section 49475 regarding concussions/head injuries with respect to any athletic program (as defined in Education Code § 49475) offered by or on behalf of Charter School.~~

~~Charter School shall periodically review, and update and/or modify as necessary, its Health, Safety and Emergency Plan, and keep it readily available for use and review upon CSD request.~~

~~FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)~~

~~Charter School, including its employees and officers, shall comply with the Family Educational Rights and Privacy Act (FERPA) and Education Code section 49060 et seq. at all times.~~

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CRIMINAL BACKGROUND CLEARANCES AND FINGERPRINTINGEmployee Screening RequirementsCriminal Background Clearances and Fingerprinting

Charter School shall comply with all requirements of Education Code sections 44237, 44830.1 and 45125.1. Charter School shall designate and maintain at all times at least one Custodian of Records duly authorized by the California Department of Justice.

Charter School shall maintain on file and available for inspection evidence that (1) Charter School has performed criminal background checks and cleared for employment all employees prior to employment; (2) Charter School has obtained certification from each of its contracting entities/independent contractors that the entity/contractor has conducted required criminal background clearances for its employees prior to provision of school site services and/or any contact with students and has requested subsequent arrest notification service; and (3) Charter School has performed criminal background checks and cleared for service all volunteers not directly supervised by staff and who may have contact with students. Charter School shall also ensure that it requests and receives subsequent arrest notifications from the California Department of Justice for all employees and volunteers not directly supervised by staff. Upon request, Charter School shall provide a copy of Department of Justice confirmation of Custodian of Records status for each Custodian of Records.

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~~Charter School shall comply with the requirements set forth in Education Code section 44939.5 regarding the reporting of egregious misconduct committed by certificated employees.~~

IMMUNIZATION AND HEALTH SCREENING REQUIREMENTSTuberculosis Screening

Charter School shall require all employees, and any volunteer or vendor/contracting entity employee who may have frequent or prolonged contact with students, to undergo a risk assessment and/or be examined and determined to be free of active tuberculosis (TB) within the period of 60 days prior to employment/service, in accordance with Education Code section 49406. Charter School shall maintain TB clearance records and certifications on file.

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~~Charter School shall comply with all federal and state legal requirements related to student immunization, health examination, and health screening, including but not limited to screening for vision, hearing, and scoliosis, to the same extent as would be required if the students were attending a non-charter public school. Charter School shall maintain student immunization, health examination, and health screening records on file.~~

SAFE PLACE TO LEARN ACT

~~Charter School shall comply with all applicable requirements of the Safe Place to Learn Act, Education Code section 234 et seq.~~

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COMPETITIVE ATHLETICS

~~Charter School shall comply with the requirements of Education Code section 221.9 with~~

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~~respect to the disclosure requirements regarding competitive athletics, and shall comply with the requirements of Education Code section 33479.1 et seq. with respect to any athletic~~

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~~program that it offers, as well as Education Code section 49475 et seq. with respect to institution of a concussion protocol.~~

~~GUN FREE SCHOOLS ACT~~

~~Charter School shall comply with the federal Gun Free Schools Act.~~

~~TOBACCO USE PREVENTION~~

~~Charter School shall enact policies to prohibit the use of Tobacco near its school site in accordance with the provisions of California Health and Safety Code section 101495."~~

~~SUICIDE PREVENTION POLICY (GRADES 7-12)~~

~~Charter School shall adopt, at a regularly scheduled meeting, a policy on pupil suicide prevention in Grades 7 through 12 inclusive, pursuant to Education Code section 215.~~

~~TRANSPORTATION~~

~~The Charter School shall meet the requirements of Education Code section 39831.3 with respect to any transportation services provided to or from school or a school activity.~~

~~DATA PRIVACY~~

~~Charter School shall take the required steps to protect the data privacy of its pupils, including but not limited to complying with the requirements of Education Code section 49073.6 with respect to any maintenance of any information obtained from social media in its pupil records.~~

~~OTHER REQUIREMENTS~~

~~Charter School shall comply with the requirements of Education Code section 33133.5 with respect to notifying pupils of the appropriate telephone number to call to report child abuse or neglect, and Education Code section 51900.6 with respect to the age appropriate content in sexual abuse and sexual assault awareness and prevention.~~

Procedures for Background Checks

Amethod Public Schools has an identified *Custodian of Record* whose task is to review and monitor background checks for all staff and consultants hired by the Amethod Public Schools organization. The school shall comply with the provisions and procedures of Education Code 44237, including the requirement that as a condition of employment each new employee and volunteers must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. No employee shall be permitted to commence work at the campus until clearance has been obtained from the Department of Justice maintained by the identified Amethod Public Schools that has been cleared by the Department of Justice to receive records. Records of student immunizations shall be maintained, and staff shall follow requirements for periodic TB screening as required by law. All staff will be required to produce documents for U.S. employment authorization, and to follow all mandated

child abuse reporting laws. Random drug testing may be implemented for staff throughout the year to ensure safety of students.

Downtown Charter Academy has implemented health, safety and risk management policies similar to that of other Amethod Public School sites. DCA shall implement comprehensive set of health, safety and risk management policies that will address, at a minimum, the following:

- Policies and procedures for responses to disasters and emergencies including fire and earthquakes;
- Policies relating to blood-borne pathogens;
- A policy requiring that instructional and administrative staff to receive training in emergency response, including first aid, first responder training or its equivalent;
- Compliance with all health and safety laws and regulations that apply to non-charter public schools, including those regarding auxiliary services (food services, transportation, custodial services, hazardous materials, etc.) and those required by CAL OSHA, the California Health and Safety Code, and EPA;
- Policies relating to the administration of prescription drugs and other medicines;
- A policy establishing DCA as a drug, alcohol and tobacco free workspace. The policy will adhere to Title IV of the Safe Drug-Free Schools and Communities Act to ensure that the campus is kept safe and are tobacco, drug and alcohol free.

Role of Staff as Mandated Child Abuse Reporters

All non-certificated and certificated staff are mandated reporters, as defined by law are obligated to report all known or suspected incidents of child abuse and neglect. Mandated reporters shall not investigate any suspected incidents but rather shall cooperate with agencies responsible for reporting, investigating and prosecuting cases of child abuse and neglect.

Comprehensive Sexual Harassment Policies and Procedures

The School is committed to providing a campus that is free from sexual harassment, as well as any harassment based upon such factors as race, religion, creed, color, national origin, ancestry, age, medical condition, marital status, sexual orientation, gender, gender identity, or disability.

The School will implement the developed comprehensive policy to prevent and immediately remediate any concerns about sexual discrimination or harassment at the School (including employee to employee, employee to student, and student to employee misconduct).

Immunizations

All students enrolled and staff are required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Section 6000- 6075. Student immunizations shall be required as a condition of attendance to the same extent as they are required in local non-charter public schools, records of student immunizations shall be maintained, and faculty and staff shall follow requirements for periodic TB (as described in Education Code section 49406) Screening.

Blood borne Pathogens

The School shall meet state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the work place. The school shall implement the board approved written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus (HIV) and Hepatitis B virus (HBV) at DCA. Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

Drug Free/Alcohol Free/Smoke Free Environment

The school shall function as a drug, alcohol and tobacco free workplace.

Medication in School

The Amethod Schools has adopted a policy regarding the administration of prescription drugs and other medicines at school that adheres to Education Code Section 49423 regarding administration of medication in school that stipulates that designated school personnel may distribute oral medications if the school receives **if**:

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

Facility Safety

The facilities to be utilized by Downtown Charter Academy must be in compliance with applicable State and local Building Codes in accordance with Education Code 47610. The School shall comply with Education Code Section 47610 by utilizing facilities that are compliant with the California Building Standards Code. The School agrees to have site inspected by the local Fire Department regularly. The School shall conduct fire drills as required under Education Code Section 32001 and in conjunction with the District (*if at District facilities*).

All Amethod Schools are required to have active safety plans on file as required by California Ed Code and staff will be trained annually on the safety procedures outlined in the plan. If DCA finds a facility for the school and it is not a district facility, the school will hire its own contractors and the appropriate resources necessary in order to perform the maintenance and operations functions required at its facility.

DCA shall occupy facilities that comply with the Asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40CFR part 763. AHERA requires that any building leased or acquired that is to be used as a school or administrative building shall maintain an asbestos management plan.

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If DCA fails to submit a certificate of occupancy or other valid documentation to the District verifying that the intended facility in which the school will operate complies with Education Code Section 47610, not less than 30 days before the school is scheduled to begin operation pursuant to the first year of this renewal term, it may not commence operations unless an exception is made by the Office of Charter Schools and/or the local planning department or equivalent agency.

If DCA moves or expands to a separate building during the term of this charter, DCA shall provide a certificate of occupancy or other valid documentation to the District verifying that the intended facility in which the school will operate complies with Education Code Section 47610, to the District for each facility at least 30 days before school is scheduled to begin operations in the facility or facilities. DCA shall not begin operation in any location for which it has failed to timely provide a certificate of occupancy to the District, unless an exception is made by the Office of Charter Schools and/or the local planning department or equivalent agency.

Notwithstanding any language to the contrary in this charter, the interpretation, application, and enforcement of this provision are not subject to the Dispute Resolution Process.

Food Service

The school may decide to offer a food service program and contract for food services (with another private foodservice provider) in the same manner consistent with other charter schools and food service providers.

Nursing

The Administrative Assistant will be trained in basic techniques such as CPR and nursing for minor issues. If there is any serious injury and/or illness, the appropriate local paramedic or hospital will immediately be contacted. Even before the school's opening, the local health care facility will be contacted to create policies regarding such instances. The procedures that the school will follow to ensure the health and safety of pupils and staff will be similar to what other Amethod Public School sites implement. These procedures shall include the requirement that each employee of the school furnish the school with a criminal record summary as described in §44237, Ed. Code §47605 9b) (5) (F)

Vision/Hearing/Scoliosis

DCA shall adhere to Education Code Section 49450 *et seq.* as applicable to the grade levels served by the school.

Emergency Handbook (Policies)

The school will adopt and implement a comprehensive set of health, safety and risk management policies in case of emergencies or natural disasters. The handbook is used to inform staff, parents, and community as a whole to our procedures of such cases will be and is posted on our website. The following health and safety policies were developed in consultation with the school's governance board, legal counsel, and insurance providers and facility:

- First Aid and CPR certificates for key staff members.

- A requirement that all enrolling students and staff provide immunization records to the extent required for enrollment in non-charter public schools.
- Policies and procedures for response to natural disasters and emergencies, such as fires and earthquakes.
- Policies for the prevention of contact with blood-borne pathogens.
- A policy requiring that instructional and administrative staff receive training in emergency response, including “first responder” and CPR training or its equivalent.
- Policies relating to the administration of prescription drugs and other medicines.
- Evidence that the school is housed in a facility that is approved by the state or local fire marshals.

See Appendix T for Health and Safety Handbook

Emergency Preparedness

Policies and procedures are maintained for issues such as fires, earthquakes, compliance with health and safety laws and other emergency responses. Such procedures are tailored for each school site and maintained on site. Employees will be trained annually on the policies and procedures in the emergency plan.

The Family Educational Rights and Privacy Act (FERPA)

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

FERPA gives parents certain rights with respect to their children's education records, which can be in writing, print; or in the form of a video, or audio recording, film, microfilm, or microfiche. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are "eligible students."

Generally, the school must have written permission from the parent or eligible student in order to release any information from a student's education record. The school will use best judgment in accordance with the law on a case by case basis in regards to student information and written requests. Moreover, schools may disclose, without consent, "directory" information such as a student's name, address, telephone number, date and place of birth, honors and awards, and dates of attendance.

ELEMENT VII: RACIAL AND ETHNIC BALANCE

Governing Law—*The means by which the charter school will achieve a balance of racial and ethnic balance among its pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.*— Ed. Code § 47605(c)(5)(G).

CA Education Code 47605 (b) (5) (G).

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DCA shall strive to achieve a student population from within different neighborhoods within Oakland, and the greater OUSD area that recognizes and values the schools' mission and vision. No test or assessment shall be administered to students prior to acceptance and enrollment into the charter school. DCA uses Enroll Oak to cast the widest net possible and make enrolling as easy and transparent as possible.

As previously noted, students will be considered for admission without regard to ethnicity, national origin, gender, disability, sexual orientation, race, gender identity or achievement level. Recruitment strategy will be carried out throughout various communities to provide families with the opportunity to participate in the school. Downtown Charter Academy will work with various community organizations, churches, stores, merchant associations, Bay Area charter schools, and non-charter schools to strive to recruit a student population reflective of the general population residing within the territorial jurisdiction of the Oakland Unified School District.

The application process is comprised of the following:

- Completion of a student application, which includes basic student and family identification information for the purposes of entry into public random drawing.
- Upon selection for admission pursuant to public random drawing, the registration process will include the following:
 - *Student enrollment form which contains student name, address, and other identifying and demographic information*
 - *Proof of immunization*
 - *Home Language Survey*
 - *Completion of Emergency Medical Information Form*
 - *Proof of minimum age requirements, e.g. birth certificate*

Recruiting and Marketing

The school acknowledges that recruitment of students is the responsibility of the charter school. The AMPS marketing team targets multilingual communities through a multi-faceted outreach strategy through the use of social media, and internet features. Moreover, AMPS employs a FT Community Coordinator who canvasses the area with families and volunteers. In compliance with federal law, the recruitment efforts of the school to target all populations within the area, regardless of race, disability, ethnicity, gender, or gender identity. The school will continue to explore as many avenues of outreach as possible to guarantee a broad spectrum of exposure during its recruitment process.

The school will implement a recruitment strategy that includes, but is not necessarily limited to, the following elements or strategies which focus on achieving and maintaining a racial and ethnic balance among students that is reflective of the general population residing within the territorial jurisdiction of Oakland Unified School District.

The school will reach out to students and parents through a variety of methods, including:

- Attending OUSD option fairs;
- Meeting with local Athletic Teams and leagues;
- Hosting open houses at the school;

- Press releases and other communications with local news media;
- Posting of notices or banners in libraries and other public buildings and spaces, as well as with local businesses and religious institutions;
- Attend community functions and fairs;
- Work with local leaders in the immediate community to promote school;
- Working with community organizations to reach families in the local area;
- Word of mouth among parents in the community; and
- Speaking or distributing flyers at local churches, recreation centers, and groups working with families

Outreach efforts and materials will be provided in Spanish, Vietnamese, Cantonese, Lao, Mien and Mandarin languages as needed. General information sheets, and other key documents, including the school vision and mission statement will be provided in the multiple languages as well.

The charter school shall maintain an accurate accounting of the ethnic and racial balance of students enrolled in the school, along with documentation of the efforts the school has made to achieve racial and ethnic balance in accordance with the charter petition and standards of charter legislation.

ELEMENT VIII: STUDENT ADMISSION REQUIREMENTS

~~California~~ **Governing Law** – **Admission Requirements, if applicable**
~~Section 47605(b)-(j),~~ – Ed. Code § 47605(c)(5)-(H)

DRL: “DOCUMENTATION OF ADMISSIONS AND ENROLLMENT PROCESSES Documentation of Admissions and Enrollment Processes

Upon request, Charter School will notify the District in writing of the application deadline and proposed lottery date. Charter School will ensure that all application materials will reference these dates as well as provide complete information regarding application procedures, key dates, and admissions preferences and requirements consistent with approved charter.

Charter School shall maintain complete and accurate records of its annual admissions and enrollment processes, including but not limited to documentation of implementation of lottery and waitlist criteria and procedures in accordance with the terms of the Charter, and a record of all written communications with parents related to admissions. These records shall be made available to the District upon request.

As indicated in the affirmations included at the beginning of this petition, Charter School shall also comply with the following all requirements of related to admissions preferences found in Education Code section 47605(d)(2)(B)(i)-(iv):

~~(i) Each type of preference shall be approved by the chartering authority at a public hearing.~~

~~(ii) Preferences shall be consistent with federal law, the California Constitution, and Section 200.~~

~~(iii) Preferences shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program.~~

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~~foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation.~~

~~(iv) Preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.~~

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HOMELESS AND FOSTER YOUTH

To ensure equitable access, the Charter School affirms that the implementation of admissions preferences shall not result in limiting enrollment opportunities for any student subgroup. Specifically, the Charter School will not design, apply, or enforce any lottery or admissions preference in a manner that excludes or restricts access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, foster youth, or pupils who are economically disadvantaged, as determined by eligibility for free or reduced-price meals. In addition, no admissions practice will discriminate against pupils based on nationality, race, ethnicity, sexual orientation, gender, or any other protected status.

The Charter School will actively monitor admissions and lottery procedures to ensure compliance with these requirements and will provide transparent documentation of how preferences are applied. The intent of these policies is to preserve open access for all students while ensuring alignment with both state and federal law, including Education Code section 47605(e)(2)(B)(iii).

Homeless and Foster Youth

Charter School shall adhere to the provisions of the McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youths.

Charter School shall provide specific information, in its outreach materials, websites, at community meetings, open forums, and regional center meetings, that notifies parents that Charter School is open to enroll and provide services for all students, and provides a standard District contact number for access to additional information regarding enrollment. Charter School shall comply with all applicable provisions of Education Code sections 48850 – 48859 with respect to foster children and homeless youth.

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NON-DISCRIMINATION**Non-Discrimination**

Charter School shall not require a parent/legal guardian/student to provide information regarding a student's disability, gender, gender identity, gender expression, nationality, legal or economic status, primary language or English Learner status, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, or any other information that would violate federal or state law, prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment. Charter School may request, at the time of, and as part of, conducting its lottery process, the provision of information necessary to apply specific admissions preferences set forth in this Charter.

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Charter School shall not request or require submission of a student's IEP, 504 Plan, or any other record or related information prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment.

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PARENT ENGAGEMENT

As indicated in the affirmations included at the beginning of this petition, pursuant to Education Code section 47605(e)(4)(A), Charter School shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason.

Parent Engagement

Charter School shall not require a parent or legal guardian of a prospective or enrolled student to perform volunteer service hours or attend an orientation event, or make payment of fees or other monies, goods, or services in lieu of performing volunteer service, as a condition of his/her/their child's admission, continued enrollment, attendance, or participation in the school's educational activities, or otherwise discriminate against a student in any manner because his/her/their parent cannot, has not, or will not provide volunteer service to Charter School—.

Enrollment Policy

It is the policy of DCA to be nonsectarian in its programs, curriculum, admission policies, employment practices, and all other operations. DCA shall not charge tuition, and shall not discriminate against any pupil on the basis of ethnicity, national origin, gender, gender identity, gender expression, sexual orientation, religion, race, or disability.

The Charter School shall admit all pupils who wish to attend the Charter School. No test or assessment shall be administered to students prior to acceptance and enrollment into the Charter School. The Charter School will comply with all laws establishing minimum and maximum age for public school attendance in charter schools. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or their parent/guardian within the state.

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~~a public random drawing, shall not be determined by the place of residence of the pupil or his or her parent or legal guardian within the state.~~

DCA will comply with the McKinney-Vento Homeless Assistance Act for homeless children and ensure that each child of a homeless individual and each homeless youth have equal access to the same free, appropriate public education as provided to other children and youths. All students will be given equal access to the Charter School, including students with disabilities. The Charter School will not discriminate against any student based on disability status.

~~All students will be given equal access to the Charter School, regardless of disabilities, and the Charter School will not discriminate against any students based on his or her disabilities.~~

Enrollment Process

Recruitment and Outreach

Formal recruitment of incoming students begins ~~in the each~~ Fall ~~each year~~ for the following school year. The Charter School will have an open application period extending from November through February. During this time, the Charter School will advertise, attend outreach events, and host open houses to inform families in the community about the opportunities and expectations for prospective students and parents.

In alignment with Amethod's commitment to equitable access, DCA will conduct targeted outreach to elementary schools with high percentages of students with disabilities, with the goal of expanding the proportion of students with disabilities we serve. Outreach efforts will also include Spanish-language materials and translation services, ensuring accessibility for families whose primary language is not English.

Enrollment Process

The Charter School shall require students who wish to attend ~~the Charter School~~ to complete an application form. After admission, students will be required to:

1. Submit a school data card (family or guardian contact information).
2. Submit a copy of student immunization records. ~~Complete any additional Enrollment/Registration forms and documents.~~
3. Complete any additional enrollment/registration forms and documents.

Public Random Lottery

Applications will be accepted during ~~a publicly advertised the~~ open enrollment period each year ~~for enrollment in the following school year. Following the open enrollment period each year. If applications shall be counted to determine whether exceed capacity in any grade level has received more applications than availability. In the event that this happens,~~ the Charter School will hold a public random lottery to determine admission for the impacted grade level drawing, with the exception of existing currently enrolled students, who are guaranteed admission.

In addition to the general lottery preferences, DCA will provide a one-time admissions preference in the following school year 2026-27 for students displaced from Oakland Charter Academy as a result of the school's closure. This preference reflects Amethod's commitment to continuity of education and ensures that families directly impacted by the closure are offered the opportunity to enroll at DCA without disruption. After the initial enrollment cycle, this temporary preference will expire.

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and all future lotteries will follow the standard preference order described above

In accordance with Education Code Section 47605(d)(2)(B), admission preferences shall be given ~~to the following students~~ in the following order:

1. Year 1 (2026-27) only: Students displaced from Oakland Charter Academy due to the school's closure

~~2. Siblings of existing students of the Charter School~~

~~3. Students who are enrolled in the immediate prior grade level of another Amethod Public Schools charter school~~

~~4. Children of the Charter School's teachers and staff (not to exceed 10% of the Charter School's total enrollment)~~

5. Students experiencing homelessness, as defined under the McKinney-Vento Homeless Assistance Act

~~6. Residents of the District~~

~~7. All other students~~

The Charter School will ensure that ~~the public random drawings as listed above are lottery procedures remain~~ consistent with Education Code Section 47605(d)(2) ~~and~~ applicable federal law, and non-regulatory guidance; ~~however, should the~~ Should preferences require modification ~~in order to meet requirements of the Federal Expansion Grant requirements,~~ such modifications may be made ~~at the Charter School's discretion without any need to materially revise~~ revising the charter ~~as long as such modifications are consistent with the law and, provided written notice is provided by the Charter School given~~ to the District.

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At the conclusion of the lottery, all students ~~who were not~~ granted admission due to capacity ~~shall will be given the option to put their name placed on a wait list according to their draw in the lottery. This order drawn. The wait list will allow students the option of enrollment in the ease of an opening during the current school year. In no circumstance will a "wait list" does not carry over to the following next school year.~~

~~The lottery rules, deadlines, dates and times will be communicated in the application form and on the Charter School's website.~~

~~Neither student nor other family members are required to be present at the random selection drawing to secure a spot. The families of students that are selected to attend the Charter School by the lottery will be notified by phone and mail and asked to confirm enrollment within two weeks of notice.~~

Lottery Procedures

The Charter School will conduct the lottery ~~in the each spring for fall enrollment in the fall of that year. The lottery is conducted via the Schoolmint System, using the SchoolMint platform in partnership with the EnrollOak Common Enrollment Process.~~

All lotteries shall take place on the same day in a single location. Lotteries will be conducted in ascending order beginning with the lowest applicable grade level. There is no weighted priority assigned to the preference categories; rather, within each grade level, students will be drawn from pools beginning with all applicants who qualify for the first preference category and shall continue with that preference category until all vacancies within that grade level have been filled. If there are more students in a preference category than there are spaces available, a random drawing will be held from within that preference category until all available spaces are filled. If all students from the preference category have been selected and there are remaining spaces available in that grade level, students from the second preference category will be drawn in the lottery, and the drawing shall continue until all spaces are filled and preference categories are exhausted in the order provided above.

Waitlist Ranking Management

~~The student waitlist Waitlist ranking will be assigned by the Schoolmint System. SchoolMint system. The database list will be made public available as soon as practically possible, both practicable online at Amethod Public Schools website and and posted in public locations publicly at the school site. Letters and follow up phone calls to families Families on the waiting list waitlist will also be made. All lottery databases will be kept on file by contacted in the Charter School or at Amethod Public Schools headquarters.~~

~~During the school year if event of vacancies should arise, the Charter School will notify families on the wait list to see if they would like to enroll. Typically, 3 three separate calls on 3 different outreach attempts are made over seven days are made, with accompanying documentation; if families do not respond within 7 days, they are removed from the wait list and the; if no response is received, the next family is on the waitlist will be contacted.~~

ELEMENT IX: ANNUAL AUDIT

Governing Law: ~~The manner in which an annual, independent financial audit audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering~~

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~~authority—California Education Code—Ed. Code Section 47605(b)(5)(1)—~~

~~DRL: “In order to ensure the necessary oversight and review of mandated reports for which the authorizer must determine fiscal health and sustainability, the following schedule of reporting deadline to the District will apply each year of the term of this charter:~~

- ~~o On or before July 1, an annual update required pursuant to Section 47606.5.~~
- ~~o September 1—Final Unaudited Financial Report for Prior Year~~
- ~~o December 1—Final Audited Financial Report for Prior Year~~
- ~~o December 1—First Interim Financial Report for Current Year~~
- ~~o March 1—Second Interim Financial Report for Current Year~~
- ~~o June 15—Preliminary Budget for Subsequent Year”~~

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An annual independent financial audit of the books and records of the Charter School will be conducted as required by Education Code Sections 47605(b) (5) (I) and 47605(m). The books and records of the Charter School will be kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide.

The Board of Directors will select an independent auditor through a request for proposal format. The auditor will have, at a minimum, a CPA and educational institution audit experience and will be approved by the State Controller on its published list as an educational audit provider. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

The annual audit will be completed and forwarded to the District, the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year. The Chief Executive Officer, along with the audit committee, if any, will review any audit exceptions or deficiencies and report to the Charter School Board of Directors with recommendations on how to resolve them. The Board will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

The independent financial audit of the Charter School is a public record to be provided to the public upon request.

ELEMENT X: SUSPENSION AND EXPULSION PROCEDURES

~~Governing Law: CA Education Code 47605 (b) (5) (J): "The procedures by which pupils can be suspended or expelled."~~

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~~DRL: "The Charter School's student discipline from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements as follows that is consistent with all of the following:~~

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~~(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present his or her side of the story.~~

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~~(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:~~

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(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.

(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform the pupil, the pupil's parent or guardian, or the pupil's educational rights holder of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii)." – Ed. Code § 47605(c)(5)(J)

Student Due Process Protections

Charter School's student discipline procedures, at a minimum, shall comply with federal and state constitutional procedural and substantive due process requirements as follows:

(i) For suspensions of fewer than 10 days, Charter School shall provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.

(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, Charter School shall provide both of the following:

(I) Timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.

(II) A hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) (iii) No pupil shall be involuntarily removed by Charter School for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform him or her of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter schoolCharter School issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and

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(ii).

As indicated in the affirmations included at the beginning of this petition, pursuant to Education Code section 47605(e)(4)(C), Charter School shall not encourage a pupil currently attending the charter school to disenroll from the charter school or transfer to another school for any reason. (Note: This shall not apply to actions taken by Charter School pursuant to legally permissible expulsion procedures.)

Required Notifications

As indicated in the affirmations included at the beginning of this petition, Charter School shall comply with notification requirements included in Education Code section 47605(e)(3) for any pupil who is expelled or leaves Charter School without graduating or completing the school year for any reason, and, upon request, will provide the District with the student's last known contact information.

Compliance with OCS Student Discipline Guidelines

Charter School shall comply with the District's "Disciplinary and Expulsion Documentation Requirements Policy," posted on the Student Discipline page of the OUSD Office of Charter Schools website, whose terms are incorporated by reference as if set forth expressly in this Charter. The purpose of this policy is to outline the notification requirements to families and to the Office of Charter Schools.

This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and wellbeing of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code Section 48900 *et seq.* which describes the non-charter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as the Charter School's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations.

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 the 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 school property. The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall

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state that this Policy and Procedures are available on request at the Site Director's office.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

A. Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

B. Enumerated Offenses

1. Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the pupil:
 - a) Caused, attempted to cause, or threatened to cause physical injury to another person.
 - b) Willfully used force or violence upon the person of another, except self-defense.
 - c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
 - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property.
 - g) Stole or attempted to steal school property or private property.

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- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- o) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- r) Made terroristic threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so

unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.

- s) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- v) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
- 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.

- iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) “Electronic Act” means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
- i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - iii. An act of cyber sexual bullying.
 - (a) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil 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 subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - (b) For purposes of this clause, “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.
- 3) Notwithstanding subparagraphs (1) and (2) 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.

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- w) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a).
 - x) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Site Director or designee's concurrence.
2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:
- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Site Director or designee's concurrence.
3. Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the pupil:
- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
 - b) Willfully used force or violence upon the person of another, except self-defense.
 - c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
 - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property.
 - g) Stole or attempted to steal school property or private property.

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- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- n) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.
- q) Made terroristic threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the

protection of school property, or the personal property of the person threatened or his or her immediate family.

- r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 - 2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a

telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - iii. An act of cyber sexual bullying.
 - (a) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil 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 subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - (b) For purposes of this clause, “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.
- 3) Notwithstanding subparagraphs (1) and (2) 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.
- v) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a).

- w) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Site Director or designee's concurrence.
- 4) Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:
 - a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Site Director or designee's concurrence.

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the pupil shall be provided due process rights of notice and a hearing as required in this policy.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Site Director or the Site Director's designee with the student and his or her parent and, whenever practical, the teacher, supervisor or the Charter School employee who referred the student to the Site Director or designee.

The conference may be omitted if the Site Director or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or the Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense. This conference shall be held within two (2) school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with the Charter School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If the Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Site Director or Site Director's designee, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil's parents, unless the pupil and the pupil's parents fail to attend the conference.

This determination will be made by the Site Director or designee upon either of the following: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing.

D. Authority to Expel

A student may be expelled either by the Charter School Board of Directors following a hearing before it or by the Charter School Board of Directors upon the recommendation of an Administrative Panel, to be assigned by the Board of Directors as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the pupil or a member of the Charter School Board of Directors. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense.

E. Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty

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(30) school days after the Site Director or designee determines that the pupil has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the pupil makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

- 1) The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
- 2) The Charter School must also provide the victim a room separate from the hearing

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room for the complaining witness' use prior to and during breaks in testimony.

- 3) At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
- 4) The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
- 5) The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
- 6) Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
- 7) If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
- 8) The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
- 9) Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
- 10) Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the

introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

G. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

H. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board of Directors, which will make a final determination regarding the expulsion. The final decision by the Board of Directors shall be made within ten (10) school days following the conclusion of the hearing. The decision of the Board of Directors is final.

If the Administrative Panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program.

I. Written Notice to Expel

The Site Director or designee, following a decision of the Board of Directors to expel, shall send written notice of the decision to expel, including the Board of Directors' adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The Site Director or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

J. Disciplinary Records

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the authorizer upon request.

K. No Right to Appeal

The pupil shall have no right of appeal from expulsion from the Charter School as the Charter School Board of Directors' decision to expel shall be final.

L. Expelled Pupils/Alternative Education

Parents/guardians of pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

M. Rehabilitation Plans

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board of Directors at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to the Charter School for readmission.

N. Readmission

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board of Directors following a meeting with the Site Director or designee and the pupil and parent/guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Site Director or designee shall make a recommendation to the Board of Directors following the meeting regarding his or her determination. The Board shall then make a final decision regarding readmission during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The pupil's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission.

O. Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities**1. Notification of SELPA**

The Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student that the Charter School or the SELPA would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

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Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with

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disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 USC Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent and the Charter School agree otherwise.

5. Special Circumstances

The Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Site Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEIA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to the Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEIA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

ELEMENT XI: RETIREMENT SYSTEM

Governing Law: *The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal Social Security.*

CA Education Code 47605 (b) (5) (K)

Benefits

Mandatory benefits, such as workers compensation, unemployment insurance, Medicare, and social security will be provided by Amethod Public Schools. Health, dental, vision, and related benefits will also be provided to all full-time employees at the cost of the school. Amethod Public Schools will purchase health, dental, and vision insurance for employees.

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The AMPS organization believes in investing in and retaining staff and as such has an established 401(k) retirement program with a matching commitment and vesting schedule from the Securian for every participating employee. Additionally, Amethod Public Schools also provides employees' access to a Flexible Benefit Plan that allows all employees access to a Flexible Spending Account (FSA), Dependent Care Flexible Spending Account, Childcare benefits, and Commuter benefit Plans on a tax-free basis.

All Amethod Public School employees are covered by the federal Social Security. Payroll services for all of Amethod Public School employees are currently processed by ADP in conjunction with coordination of payroll support through Edtec.

The Chief Executive Officer is responsible for ensuring that appropriate arrangements for coverage are made.

ELEMENT XII: STUDENT ATTENDANCE

Governing Law:

~~The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools~~

~~CA Education Code § 47605 (b)(5)(L)~~

~~DRL: "Pupils who choose not to attend the Charter School may choose to attend other public schools in their district of residence or pursue inter-district transfers in accordance with existing enrollment and transfer policies of the District. Parents or guardians of each pupil enrolled in the Charter School shall be informed that the pupil has no right to admission in a particular school of any local educational agency (LEA) (or program of any LEA) as a consequence of enrollment in the charter school/Charter School, except to the extent that such a right is extended by the LEA/District."~~

Students of all Amethod Public School campuses are free to attend the existing local district schools rather than our schools. Students may wish to seek inter-district attendance alternatives in accordance with OUSD policy; however, DCA does not have any jurisdiction of any OUSD school policies or programs. All students have the same right to apply for admission to DCA.

The parent or guardian of each student enrolled in the charter school shall be informed that the student has no right to admission in a particular school of any local educational agency (or program of any local educational agency) as a consequence of enrolling in the charter school, except to the extent that such a right is extended by the local educational agency. Parents must be notified of the acceptability of credit for transferring into or out of the school.

Students who choose not to attend our schools or who leave the school have the option to attend OUSD public schools in accordance with district enrollment and transfer policies. The school will transfer student records to and from appropriate schools as necessary.

ELEMENT XIII: RETURN RIGHTS OF EMPLOYEES

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~~Governing Law – Description of the~~ “The rights of ~~any~~ employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school.” – Ed. Code § 47605(c)(5)(M)

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~~CA Education Code 47605 (b) (5) (M).~~

~~DRL:~~ “Employees of the District who choose to leave the employment of the District to work at Charter School shall have no automatic rights of return to the District after employment at Charter School unless specifically ~~and explicitly~~ granted by the District through a leave of absence or other agreement or policy of the District as aligned with the collective bargaining agreements of the District. Leave and return rights for District union-represented employees and former employees who accept employment with Charter School, ~~if any~~, will be administered in accordance with applicable collective bargaining agreements and any applicable judicial rulings.”

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No public school district employee shall be required to work at the Charter School. Employees of the District who choose to leave the employment of the District to work at the School will have no automatic rights of return to the District after employment by the School, unless specifically granted by the District through a leave of absence or other agreement. The Charter School employees shall have any right upon leaving the District to work in the Charter School that the District may specify, any rights of return to employment in a school district after employment in the Charter School that the District may specify, and any other rights upon leaving employment to work in the Charter School that the District determines to be reasonable and not in conflict with any law.

All employees of the Charter School will be considered the exclusive employees of the Charter School and not of the District, unless otherwise mutually agreed in writing. Sick or vacation leave or years of service credit at the District or any other school district will not be transferred to the Charter School. Employment by the Charter School provides no rights of employment at any other entity, including any rights in the case of closure of the Charter School.

ELEMENT XIV: DISPUTE RESOLUTION

~~Governing Law – “The procedures to be followed by the Charter School, charter school, and the entity granting the charter chartering authority to resolve disputes relating to provisions of the charter~~

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– California Education.” – Ed., Code Section § 47605(b)(c)(5)-(N)

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~~DRL:~~ “Procedures for Complaints against Charter School

Charter School will establish complaint procedures ~~that as required by 5 CCR §4600 et seq.~~ The complaint procedures shall address both complaints against the Charter School, alleging discrimination or violations of law and complaints regarding other areas. Charter School will ensure that its complaint processes are fair and accessible for families. Charter School will not, at any time, refer such complaints to the District for handling.

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The complaint procedures will include the clear information with respect to the response timeline of the school, whether the school's response will be in writing, the party identified to respond to complaints, the party identified and charged with making final decisions regarding complaints, and whether the final decision will be issued in writing. The procedures will also identify an impartial and neutral ombudsperson for situations in which the school leader is the subject person of the complaint or the ombudsperson has a perceived bias. If the complainant requests an alternate ombudsperson, Charter School shall have a procedure for reviewing the request and responding to the complainant with the findings of the review, and either (a) identifying an alternate

ombudsperson, or (b) providing a rationale for why an alternate ombudsperson is not necessary. The complaint procedures will be clearly articulated in the school's student and family handbook or distributed widely.

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revocation of this ~~charter~~ Charter, shall be handled first through an informal process in accordance with the procedures set forth below.

~~(4)~~ (1) Any controversy or claim arising out of or relating to the ~~charter agreement~~ Charter, except any controversy or claim that in any way related to revocation of ~~this charter~~ the Charter, must be put in writing ("Written Notification") by the party asserting the existence of such dispute. If the substance of a dispute is a matter that could result in the taking of appropriate action, including, but not limited to, revocation of the charter in accordance with Education Code section 47607(~~et~~), the matter will be addressed at the District's discretion in accordance with that provision of law and any regulations pertaining thereto. The Written Notification must identify the nature of the dispute and all supporting facts known to the party giving the Written Notification. The Written Notification may be tendered by personal delivery, mail, or electronic mail. The Written Notification, and all subsequent notifications under this procedure, shall be deemed received (a) if personally delivered, or sent by electronic mail, upon date of delivery to the address of the person to receive such notice if received by the District by 5:00 PM; (b) if by mail, two (2) business days after deposit in the U.S. Mail. All written notices shall be addressed as follows:

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~~Notification. The Written Notification may be tendered by personal delivery, by facsimile, or by certified mail. The Written Notification shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 PM or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail. All written notices shall be addressed as follows:~~

To ~~Downtown Charter School Academy~~, c/o ~~School Director~~:
~~DC4~~
 Jillianne Whitfield
 Downtown Charter Academy
 2000 Dennison Street
 Oakland, CA 94606

To ~~Coordinator~~Director, Office of Charter Schools:
 1000 Broadway, 6th Floor, Suite 639
 1011 Union Street #947
 Oakland, CA 94607

~~(2) A written response ("Written Response") shall be tendered to the party providing the Written Notification within twenty (20) business days from the date of receipt of the Written Notification. The Written Response shall state the responding party's position on all issues stated in the Written Notification and set forth all facts which the responding party believes supports its position. The Written Response may be tendered by personal delivery, by facsimile, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00p.m., or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail. mail, or electronic mail.~~

~~(2) The parties agree to schedule a conference to discuss the claim or controversy ("Issue Conference"). The Issue Conference shall take place within fifteen (15) business days from the date the Written Response is received by the other party.~~

~~(3) (3) If the controversy, claim, or dispute is not resolved by mutual agreement at the Issue Conference, then either party may request that the matter be resolved by mediation. Each party shall bear its own costs and expenses associated with the mediation. The mediator's fees and the administrative fees of the mediation shall be shared equally among the parties. Mediation proceedings shall commence within 60 calendar days from the date of the Issue Conference. The parties shall mutually agree upon the selection of a mediator to resolve the controversy or claim at dispute. If no agreement on a mediator is reached within 30 days after a request to mediate, the parties will use the processes and procedures of the American Arbitration Association ("AAA") to have an arbitrator appointed.~~

~~(4) (4) If the mediation is not successful, the parties agree that each party has exhausted its administrative remedies and shall have any such recourse available by law.~~

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The staff and governing board members of Amethod Public Schools agree to attempt to resolve all disputes regarding this Charter pursuant to the terms of this section. Both will refrain from public commentary regarding any disputes until the matter has progressed through the dispute resolution process.

The goal of this dispute resolution process is to:

- (1) Resolve disputes within the school in accordance with the school's adopted policies,
- (2) To minimize the oversight burden on OUSD,
- (3) To ensure a fair and timely resolution to disputes and

Public Comments

The school's staff, Governance Board members, and the authorizing district agree to consider resolving all disputes regarding this charter pursuant to the terms of this section. All parties shall refrain from public commentary regarding any disputes until the matter has progressed through the stated dispute resolution process.

Disputes Arising From Within the School

Disputes arising from within the school, including all disputes within and among students, staff, parents, volunteers, advisors, partner organizations and governing board members of the school shall be resolved by policies and processes developed by the school. These processes will be made public through the school's normal communication processes and will begin with complaints being presented to the Site Director or designee. If not resolved, then the matter will be referred to the Executive Director or designee, and/or subsequently to the Amethod Board President or secretary.

The District will not intervene in internal disputes without the consent of the Amethod Governance Board, and OUSD shall refer any complaints or reports regarding such disputes to the governing board or Chief Executive Officer for resolution. OUSD agrees not to become involved in disputes unless evidence has been presented that some violation of this charter or related laws or agreements exists, or unless the governing board requests that OUSD intervene. In such cases, OUSD will provide written notification of such matters to the Executive Director and Amethod Public Schools Board President.

Disputes between the School and the Charter-Granting Agency

The Charter School and the District will be encouraged to attempt to resolve any disputes with the District amicably and reasonably without resorting to formal procedures.

In the event of a dispute between the Charter School and the District, Charter School staff, employees and Board members of the Charter School and the District agree to first frame the issue in written format ("dispute statement") and to refer the issue to the District Superintendent and Chief Executive Officer of the Charter School, or their respective designees. In the event that the District Board of Education believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, the Charter School requests that this shall be noted in the written dispute statement, although it recognizes it cannot legally bind the District to do so. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or act as a pre-requisite to the District's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

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The Superintendent and Chief Executive Officer, or their respective designees, shall informally meet and confer in a timely fashion to attempt to resolve the dispute, not later than five (5) business days from receipt of the dispute statement. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two Board members from their respective boards who shall jointly meet with the Superintendent and Chief Executive Officer, or their respective designees, and attempt to resolve the dispute within fifteen (15) business days from receipt of the dispute statement.

If this joint meeting fails to resolve the dispute, the Superintendent and Chief Executive Officer, or their respective designees, shall meet to jointly identify a neutral third party mediator to engage the parties in a mediation session designed to facilitate resolution of the dispute. The format of the mediation session shall be developed jointly by the Superintendent and Chief Executive Officer, or their respective designees. Mediation shall be held within sixty (60) business days of receipt of the dispute statement. The costs of the mediator shall be split equally between the District and the Charter School. If mediation does not resolve the dispute either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of the District and the Charter School.

ELEMENT XV: PROCEDURES FOR SCHOOL CLOSURE

Governing Law: *A description of the procedures to be used if the charter school closes—
California Education Code Section 47605(b) (5) (p)*

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~~The District may revoke the Charter if Charter School commits a breach of any provision set forth in a policy related to charter schools adopted by the District Board of Education and/or any provisions set forth in the Charter Schools Act of 1992. The District may revoke the charter of Charter School if the District finds, through a showing of substantial evidence, that Charter School did any of the following:~~

- ~~■ Charter School committed a material violation of any of the conditions, standards, or procedures set forth in the Charter.~~
- ~~■ Charter School failed to meet or pursue any of the pupil outcomes identified in the Charter.~~
- ~~■ Charter School failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.~~
- ~~■ Charter School violated any provision of law.~~

~~Prior to revocation, and in accordance with Education Code section 47607(d) and state regulations, the OUSD Board of Education will notify Charter School in writing of the specific violation, and give Charter School a reasonable opportunity to cure the violation, unless the OUSD Board of Education determines, in writing, that the violation constitutes a severe and~~

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~~imminent threat to the health or safety of the pupils. Revocation proceedings are not subject to the dispute resolution clause set forth in this Charter.~~

~~Pursuant to AB 97, charter schools may be identified for assistance based on state evaluation rubrics and be subject to revocation pursuant to Education Code section 47607.3.~~

CLOSURE ACTION

"The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records." – Ed. Code § 47605(c)(5)(O)

The Charter School shall follow the procedures for closure outlined in the Oakland Unified School District Office of Charter Schools Charter School Closure Checklist available on the OCS website.

Closure Action

The decision to close Charter School, ~~either by the governing board of Charter School or by the OUSD Board of Education,~~ must be documented in a "Closure Action". A Closure Action shall be deemed to have been automatically taken when any of the following occur: the Charter is revoked (subject to the provisions of Education Code section 47607(~~41~~)) or non-renewed by the OUSD Board of Education, and the Charter has exhausted any appeals procedures the Charter pursued; the governing board of Charter School votes to close Charter School; ~~or~~ the Charter lapses or is surrendered; or the Charter School ceases to serve students for at least half of an academic year.

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CLOSURE PROCEDURES

Closure Procedures

The procedures for charter school closure set forth below are guided by Education Code sections 47604.32, 47605, and 47607 as well as California Code of Regulations, title 5, sections 11962 and 11962.1, and are based on "Charter School Closure - Requirements and Recommendations (~~Revised 08/2009~~)" posted on the California Department of Education website. All references to "Charter School" apply to Charter School, including its nonprofit corporation and governing board.

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Designation of Responsible Person(s) and Funding of Closure

Prior to or at the time of the taking of a Closure Action by either the governing board of Charter School or the OUSD Board of Education, the governing board of Charter School shall designate a person or persons responsible for conducting and overseeing all closure-related procedures and activities, and allocate sufficient funding for, or otherwise determine how Charter School will fund, these activities.

Notification of Closure Action

Upon the taking of a Closure Action, Charter School shall send written notice of its closure to:

- The OUSD Office of Charter Schools (OCS-), Charter School shall provide ~~the~~ OCS with written notice of (1) the person(s) designated to be responsible for conducting and overseeing all closure activities, and (2) the funding for such activities. If the Closure Action is an act of

- Charter School, Charter School shall provide the OCS with a copy of the governing board resolution or minutes that documents its Closure Action.
2. Parents/guardians of all students, and all majority age and emancipated minor students, currently enrolled in Charter School within 72 hours of the Closure Action, Charter School shall simultaneously provide a copy of the written parent notification to ~~the~~ OCS.
 3. Alameda County Office of Education (ACOE). Charter School shall send written notification of the Closure Action to ACOE by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to ~~the~~ OCS.

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4. The Special Education Local Plan Area (SELPA) in which Charter School participates, Charter School shall send written notification of the Closure Action to the SELPA in which Charter School participates by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the OCS.
5. The retirement systems in which Charter School's employees participate. Within fourteen (14) calendar days of the Closure Action, Charter School shall notify, as applicable, the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), the Social Security Administration, and the Alameda County Office of Education (ACOE) of the Closure Action, and follow their respective procedures for dissolving contracts and reporting. Charter School shall provide a copy of this notification and correspondence to the OCS.
6. The California Department of Education (CDE). Charter School shall send written notification of the Closure Action to the CDE by registered mail within 72 hours of the Closure Action. Charter School shall provide a copy of this notification to the OCS.
7. Any school district that may be responsible for providing education services to the former students of Charter School. Charter School shall send written notification of the Closure Action within 72 hours of the Closure Action. This notice must include a list of potentially returning students and their home schools based on student residence. Charter School shall provide a copy of these notifications, if any, to the OCS.
8. All Charter School employees and vendors within 72 hours of the Closure Action, Charter School shall simultaneously provide a copy of the written employee and vendor notification to the OCS.

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Notification of all the parties above, with the exception of employees and vendors, must include but is not limited to the following information:

1. The effective date of the closure of Charter School
2. The name(s) and contact information for the person(s) handling inquiries regarding the closure
3. The students' school districts of residence
4. How parents/guardians of all students, and all majority age and emancipated minor students, may obtain copies of student records and transcripts, including specific information on completed courses and credits that meet graduation requirements. In addition to the four required items above, notification of the CDE shall also include: A description of the circumstances of the closure

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In addition to the four required items above, notification of the CDE shall also include:

1. A description of the circumstances of the closure

2. The location of student and personnel records

In addition to the four required items above, notification of parents/guardians of all students, and all majority age and emancipated minor students, shall also include:

1. Information on how to enroll or transfer the student to an appropriate school
2. A certified packet of student information that includes closure notice, a copy of the student's cumulative record, which will include grade reports, discipline records, immunization records, completed coursework, credits that meet graduation requirements, a transcript, and state testing results
3. Information on student completion of college entrance requirements, for all high school students affected by the closure

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Notification of employees and vendors shall include:

1. The effective date of the closure of Charter School
2. The name(s) and contact information for the person(s) handling inquiries regarding the closure
3. The date and manner, which shall be no later than 30 days from the effective date of the closure of Charter School, by which Charter School shall provide employees with written verification of employment

Within 30 calendar days of the effective date of closure, Charter School shall provide all employees with written verification of employment. Charter School shall send copies of all such employee verification letters to the OCS.

Records Retention and ~~Transfer~~Transfe

Charter School shall comply with all applicable laws as well as District policies and procedures, as they may change from time to time, regarding the transfer and maintenance of Charter School records, including student records. These requirements include:

1. Charter School shall provide the District with original student cumulative files and behavior records, pursuant to District policy and applicable District handbook(s) regarding cumulative records for secondary and elementary schools, for all students, both active and inactive, of Charter School. Transfer of the complete and organized original student records to the District, in accordance with District procedures applicable at the time of closure, shall occur within seven (7) calendar days of the effective date of closure.
2. Charter School's process for transferring student records to receiving schools shall be in accordance with OUSD procedures for students moving from one school to another.
3. Charter School shall prepare and provide an electronic master list of all students to the ~~Charter Schools Division~~OCS in accordance with the District procedures applicable at the time of closure. This list shall include the student's identification number, Statewide Student Identifier (SSID), birthdate, grade, full name, address, home school/school district, enrollment date, exit code, exit date, parent/guardian name(s), and phone number(s). If the Charter School closure occurs before the end of the school year, the list also shall indicate the name of the school to which each student is transferring, if known. This electronic master list shall be ~~delivered~~submitted to the OCS in the form of a CD or otherwise, in accordance with District procedures.

~~4. Charter School must organize the original cumulative files for delivery to the District in two categories: active students and inactive students. Charter School will coordinate with the OCS for the delivery and/or pickup of student records.~~

- ~~5.4.~~ Charter School must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.

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6. Charter School must provide to OCS the *OCS a copy of student attendance records, teacher gradebooks, name, title, and contact information of the person designated to maintain all Charter School payroll and personnel records, and Title I records (if applicable).*

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after the closure. Personnel records to be transferred to and maintained by the designee must include any and all employee records, including, but not limited to, records related to performance and grievance.

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7.5. Charter School shall ensure that all records are boxed must provide to OCS and clearly labeled by classification the designee a spreadsheet of documents personnel records of all active and the required duration of storage in accordance with District procedures inactive employees, that includes dates of employment, role, salary, and any other information necessary for employment verification. Both Charter School and the designee, individually and separately, shall inform OCS immediately upon the transfer of Charter School's employee records to the designee.

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8.6. Charter School shall provide to the responsible person(s) designated by the governing board of Charter School to conduct all closure-related activities a list of students in each grade level and, for each student, a list of classes completed and the student's district of residence.

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Financial Close-Out

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After receiving notification of closure, the CDE ~~will~~ may notify Charter School and the authorizing entity of any liabilities Charter School owes the state, which may include overpayment of Local Control Funding Formula and select apportionments, ~~unpaid revolving fund loans or start up grants, and/or similar other~~ liabilities. The CDE may ask the County Office of Education to conduct an audit of the charter school if it has reason to believe that the school received state funding for which it was not eligible.

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Charter School shall ensure completion of an independent final "closeout audit" within six months after the closure of Charter School that includes:

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1. An accounting of all financial assets. These may include cash and accounts receivable and an inventory of property, equipment, and other items of material value.
2. An accounting of all liabilities. These may include accounts payable or reduction in apportionments due to loans, unpaid staff compensation, audit findings, or other investigations.
3. An assessment of the disposition of any restricted funds received by or due to Charter School.

This audit may serve as Charter School's annual audit, if so permitted by the California Department of Education, California State Controller, and/or the State Superintendent of Public Instruction.

Charter School shall pay for the financial closeout audit of Charter School. This audit will be conducted by a neutral, independent licensed CPA who will employ generally accepted accounting principles. Any liability or debt incurred by Charter School will be the responsibility of Charter School and not OUSD. Charter School understands and acknowledges that Charter School will cover the outstanding debts or liabilities of Charter School. Any unused monies at the time of the audit will be returned to the appropriate funding source. Charter School understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused AB 602 funds or other special education funding will be returned to the District SELPA or the SELPA in which Charter School

participates, and other categorical funds will be returned to the source of funds.

Charter School shall ensure the completion and filing of any annual reports required. These reports include but are not necessarily limited to;

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1. Preliminary ~~budgets~~ budget
2. Local control and accountability plan and annual updates
3. Interim financial reports
4. Second interim financial reports
5. Final unaudited reports

These reports must be submitted to the CDE and the authorizing entity in the form required. If Charter School chooses to submit this information before the forms and software are available for the fiscal year, alternative forms can be used if they are approved in advance by the CDE. These reports should be submitted as soon as possible after the Closure Action, but no later than the required deadline for reporting for the fiscal year.

For apportionment of categorical programs, the CDE will count the prior year average daily attendance (ADA) or enrollment data of the closed Charter School with the data of the authorizing entity. This practice will occur in the first year after the closure and will continue until CDE data collection processes reflect ADA or enrollment adjustments for all affected LEAs due to the charter closure.

Disposition of Liabilities and Assets

The closeout audit ~~must~~shall identify the disposition of all liabilities of Charter School. Charter School closure procedures must also ensure appropriate disposal, in accordance with the Charter School's governing board bylaws, fiscal procedures, and any other applicable laws and regulations, of any net assets remaining after all liabilities of Charter School have been paid or otherwise addressed. Such disposal includes, but is not limited to:

1. Charter School, at its cost and expense, shall return to the District any and all property, furniture, equipment, supplies, and other assets provided to Charter School by or on behalf of the District. The District discloses that the California Education Code sets forth the requirements for the disposition of the District's personal property and Charter School shall bear responsibility and liability for any disposition in violation of statutory requirements.
2. The return of any donated materials and property in accordance with any terms and conditions set when the donations were accepted.
3. The return of any grant and restricted categorical funds to their sources according to the terms of the grant or state and federal law.
4. The submission of final expenditure reports for any entitlement grants and the filing of Final Expenditure Reports and Final Performance Reports, as appropriate.
5. The submission of an inventory of equipment log in coordination with the charter school's independent auditor about the proper procedures for liquidating the assets, consistent with federal regulations. The inventory log shall include:

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a. Name and contact of person(s) handling the liquidation;

b. Each item in excess of \$500 (computers, laptops, printers, and other equipment);

c. An identification number that corresponds to a tag on that item;

d. The cost of the item and whom/where/date of the item that was donated/sold.

If Charter School is operated by a nonprofit corporation, and if the corporation does not have any functions other than operation of Charter School, the corporation shall be dissolved according to its bylaws.

Charter School shall retain sufficient staff, as deemed appropriate by the Charter School governing board, to complete all necessary tasks and procedures required to close the school and transfer records in accordance with these closure procedures:

Charter School's governing board shall adopt a plan for ~~wind-up~~ closure of Charter School and, if necessary, the corporation, in accordance with the requirements of the Corporations Code.

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Charter School shall provide OUSD within fourteen (14) calendar days of the Closure Action, with written notice of any outstanding payments due to staff and the time frame and method by which Charter School will make the payments.

Prior to final close-out, Charter School shall complete all actions required by applicable law, including but not limited to the following:

1. File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.

2. File a Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63).

3. Make final federal tax payments (employee taxes, etc.).

4. File its final withholding tax return (Treasury Form 165).

5. File its final return with the IRS (Form 990 and Schedule).

6. Complete and submit all required federal and state filings and notices to the State of California, the Internal Revenue Service, and the Department of the Treasury, including, but not limited to, final tax returns and forms (e.g. Form 990 and related Schedules).

This Element 15 shall survive the revocation, nonrenewal, expiration, termination, cancellation of this Charter, or any other act or event that would end Charter School's authorization to operate as a charter school or cause Charter School to cease operation. Charter School agrees that, due to the nature of the property and activities that are the subject of this Charter, the District and public shall suffer irreparable harm should Charter School breach any obligation under this Element 15. The District therefore reserves the right to seek equitable relief to enforce any right arising under this Element 15 or any provision of this Element 15 or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

The decision to close the school shall be documented by an official action of the Amethod Public Schools Board of Directors. Amethod Public Schools Governance Board, once closure of DCA would be voted as imminent, would notify the OUSD Charter Coordinator, OUSD Board President, and / or other OUSD assigned person of the decision.

Additionally, Amethod Public Schools would notify other interest parties and stakeholders of such a decision.

The entities include:

- California Department of Education
- Parents and family members
- Staff/Faculty
- Alameda County Office of Education
- Community partners
- Identified SELPA of service
- Retirement system providers
- Insurance carriers
- Miscellaneous vendors

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Downtown Charter Academy will also develop a list of students in each grade level and the classes they have completed, together with information on the students' districts of residence, which they will provide to the entity responsible for closure-related activities. As allowable by the authorizer, the Charter School shall transfer all appropriate student records to the OUSD and shall otherwise assist students in transferring to their next school. If OUSD will not store student records, the Charter School will discuss an alternative arrangement with OUSD and shall provide a copy for parents/guardians of the student record of their child prior to closure. All transfers of student records shall be made in compliance with the Family Educational Rights and Privacy Act (FERPA), 20 U.S. C. § 1232g.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as is reasonably practical, the school shall prepare final financial records. The Charter School shall also have an independent audit completed within six months after closure. The Charter School shall pay for the final audit. The audit shall be prepared by a qualified Certified Public Accountant selected by the Charter School and shall be provided to OUSD promptly upon completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to the Charter School.

The Charter School will complete and file any annual reports required pursuant to Education Code section 47604.33. On closure of the Charter School, all net assets of the Charter School, including but not limited to all leaseholds, tangible and intangible personal property and all ADA apportionments and other revenues generated by students attending the Charter School, remain the sole property of the Charter School and upon dissolution of the corporation, shall be distributed in accordance with the Articles of Incorporation and applicable law upon dissolution. Any assets acquired from a school district or district property will be promptly returned upon Charter School closure to the district. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, the Charter School shall remain responsible for satisfaction of all liabilities arising from the operation of the Charter School. As the Charter School is organized as a nonprofit public benefit corporation under California law, the Amethod Public Schools Board shall follow the provisions set forth in the California Corporations Code for the dissolution of a nonprofit public benefit corporation, and shall file all necessary filings with the appropriate state and federal agencies. As specified by the attached Budget, the Charter School will utilize

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the reserve fund to undertake any expenses associated with the closure procedures identified above.

The school will set aside \$15,000 by October 1, of its first year of operation to hold for a final closeout audit. In the event of closure or dissolution of the school, the Governance Board will refer to the Executive Director the management of the process. This process shall include a final audit to determine the disposition of all assets and liabilities of the school.

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MISCELLANEOUS CHARTER PROVISIONS

~~**Governing Law:** The petitioner or petitioners Insurance shall also be required to provide financial statements that include a proposed first year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation.~~
~~—California Education Code Section 47605(g)~~

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~~DRL: "DCA shall notify, within 30 days, the superintendent of the school district of any pupil who is expelled or leaves DCA without graduating or completing the school year for any reason. The school district notified shall be determined by the pupil's last known address. DCA shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information, pursuant to Education Code Section 47605(d)(3)."~~

~~"DCA shall define any student dismissal under the Charter School's disciplinary procedure, or termination of a student's right to attend the [CHARTER SCHOOL] under its disciplinary procedure, as an "expulsion" under the Education Code."~~

~~"In the case of a special education student, or a student who receives 504 accommodations, DCA will ensure that it makes the necessary adjustments to comply with the mandates of State and federal laws, including the IDEA and Section 504 of the Rehabilitation Plan of 1973, regarding the discipline of students with disabilities. Prior to recommending expulsion for a Section 504 student or special education student, the charter administrator will convene a review committee to determine 1) if the conduct in question was caused by, or had a direct and substantial relationship to the child's disability; or 2) if the conduct in question was the direct result of the LEA's failure to implement the 504 plan or IEP. If it is determined that the student's misconduct was not caused by or had direct and substantial relationship to the child's disability or the conduct in question was not a direct result of the LEA's failure to implement the 504 plan or IEP, the student may be expelled."~~

FACILITIES

~~DRL: "If Charter School is using District facilities as of the date of the submittal of this charter petition, renewal petition, or request for material revision, or takes occupancy of District facilities prior to the approval of this charter petition, Charter School shall execute an agreement provided by the District for the use of the District facilities as a condition of the approval of the charter petition. If at any time after the approval of this charter petition, Charter School will occupy and use any District facilities, Charter School shall execute an agreement provided by the District for the use of the District facilities prior to occupancy and commencing use. Charter School shall implement and otherwise comply with the terms of any and all applicable facilities use agreements between Charter School and the District."~~

~~Notwithstanding any provision of any existing agreement for the use of District facilities, no agreement for the use of District facilities shall automatically renew or extend its term with the renewal of the charter petition. The circumstances of Charter School's occupancy of District facilities may change over time such as, but not limited to, enrollment, programs, and the~~

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conditions of facilities, and the District has a vested interest in having an agreement that is appropriate for the situation.

Prop. 39 Single Year Co-Location Use Agreement shall be limited to one (1) school year and expire on the date stated in said instrument, unless otherwise agreed to by the District. There is no automatic renewal.

For any other use agreement, the term shall not exceed five (5) years or shall be co-terminus with the charter petition, whichever is shorter, and may be one (1) school year in duration, at the option of the District. Charter School and the District shall negotiate any modifications of the agreement with the goal of such amendment or new agreement being considered by the QUSD Board of Education with the renewal or request for material revision of the charter petition. If Charter School and the District cannot execute an agreement in time for such to be considered by the Board of Education with the renewal or material revision of the charter petition, the approval of the renewal or request for material revision of the charter petition shall be conditioned upon Charter School and the District executing an amendment to the existing use agreement or a new agreement no later than May 1st or within nine (9) months of the date of the Board of Education's approval of the renewal or material revision of the charter petition, whichever comes first. During such time period Charter School shall be permitted to remain in occupancy of the District facilities under the terms and conditions of the immediately preceding, executed use agreement; provided, that if Charter School and the District cannot agree upon and execute an amendment or new use agreement by said deadline, Charter School shall vacate the District facilities on or before June 30th of said school year.

Charter School agrees that occupancy and use of District facilities shall be in compliance with applicable laws and District policies for the operation and maintenance of District facilities and furnishings and equipment. All District facilities (i.e. schools) will remain subject to those laws applicable to public schools.

In the event of an emergency, all District facilities (i.e. schools) are available for use by the American Red Cross and public agencies as emergency locations, which may disrupt or prevent Charter School from conducting its educational programs. If Charter School will share the use of District facilities with other District user groups, Charter School agrees it will participate in and observe all District safety policies (e.g., emergency chain of information and participation in safety drills).

The use agreements provided by the District for District facilities shall contain terms and conditions addressing issues such as, but not limited to, the following:

- *Use: Charter School will be restricted to using the District facilities for the operation of a public school providing educational instruction to public school students consistent with the terms of the Charter and incidental related uses. The District shall have the right to inspect District facilities upon reasonable notice to Charter School.*
- *Furnishings and Equipment: The District shall retain ownership of any furnishings and equipment, including technology, ("F&E") that it provides to*

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~~Charter School for use. Charter School, at its sole cost and expense, shall provide maintenance and other services for the good and safe operation of the F&E.~~

~~Leasing; Licensing: Use of the District facilities by any person or entity other than Charter School shall be administered by the District. The parties may agree to an alternative arrangement in the use agreement.~~

~~Programs, Services, and Activities Outside Instructional Program; Third Party Vendors~~

~~(i) Any program, service, or activity provided outside the instructional program shall be subject to the terms and provisions of the use agreement, and, additionally, may require a license, permit, or additional agreement issued by the District. The term "instructional program" is defined, per Education Code section 47612 and 5 CCR section 11960, as those required educational activities that generate funding based on "average daily attendance" and includes those extracurricular programs, services, and/or activities that students are required to participate in and do not require the payment of any consideration or fee.~~

~~(ii) Any program, service, or activity requiring the payment of any consideration or fee or provided by a third party vendor (defined as any person or entity other than Charter School), whether paid or volunteer and regardless of whether such may be within the instructional program, shall be subject to the terms and provisions of the use agreement and such third party vendor shall be required to obtain a license, permit, or additional agreement from the District.~~

~~Minimum Payments or Charges to be Paid to District Arising From the Facilities:~~

~~(i) Pro Rata Share: The District shall collect and Charter School shall pay a Pro Rata Share for facilities costs as provided in the Charter Schools Act of 1992 and its regulations. The parties may agree to an alternative arrangement regarding facilities costs in the use agreement; and~~

~~(ii) Taxes; Assessments: Generally, Charter School shall pay any assessment or fee imposed upon or levied on the OUSD facilities that it is occupying or Charter School's legal or equitable interest created by the use agreement.~~

~~Maintenance & Operations Services: In the event the District agrees to allow Charter School to perform any of the operation and maintenance services, the District shall have the right to inspect the District facilities, and the costs incurred in such inspection shall be paid by Charter School.~~

~~(i) Co Location: If Charter School is co-locating or sharing the District facilities with another user, the District shall provide the operations and maintenance services for the District facilities and Charter School shall pay the Pro Rata Share. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such in the use agreement.~~

~~(ii) Sole Occupant: If Charter School is a sole occupant of District facilities, the District shall allow Charter School, at its sole cost and expense, to provide some operations and~~

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~~maintenance services for the District facilities in accordance with applicable laws and OUSD's policies on operations and maintenance services for facilities and F&E. NOTWITHSTANDING THE FOREGOING, the District shall provide all services for regulatory inspections which as the owner of the real property it is required to submit, and deferred maintenance, and Charter School shall pay OUSD for the cost and expense of providing those services. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such services in the use agreement.~~

~~Real Property~~

Commercial General Liability Insurance: Charter School shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, sexual misconduct, harassment, bodily injury and property damage. Coverage for sexual misconduct and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of the start of a new charter term, if approved. Evidence of insurance shall be attached to this document as Exhibit B. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against Charter School. The policy shall protect Charter School and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

Workers' Compensation Insurance: Charter School shall procure and maintain, at all times during the term of the charter, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.

Facilities

~~**Insurance:** Prior to occupancy, Charter School shall satisfy requirements to participate in OUSD's property insurance or, if Charter School is the sole occupant of OUSD facilities, obtain and maintain separate property insurance for the OUSD facilities. Charter School shall not have the option of obtaining and maintaining separate property insurance for the OUSD facility if Charter School is co-locating or sharing the OUSD facility with another user.~~

Non-District-Owned Facilities

~~Occupancy and Use of the Site: Prior to occupancy or use of any school site or facility other than a District facility under Education Code 47614 ("Proposition 39"), or Facility Use Agreement in lieu of Proposition 39, Charter School shall provide the OCS with a current Certificate of Occupancy or equivalent document issued by the applicable permitting agency that allows Charter School to use and occupy the site as a charter school. Charter School shall not exceed the operating capacity of the site and shall operate within any limitations or requirements provided by the Certificate of Occupancy and any applicable permit. Charter School may not open or operate without providing a copy of an appropriate Certificate of Occupancy to the OCS. If Charter School intends to move or expand to another facility during the term of this Charter, Charter School shall adhere to any and all District policies and procedures regarding charter material revision and non-material amendment. Prior to occupancy or use of any such additional or changed school site, Charter School shall provide~~

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~~an appropriate Certificate of Occupancy to the OCS for such facility. Notwithstanding any language to the contrary in this Charter, the interpretation, application, and enforcement of this provision are not subject to the Dispute Resolution Process outlined in Element 14.~~
~~Facility Compliance: Prior to occupancy or use of any school site or facility, Charter School shall provide adequate documentation to the~~
Prior to occupancy or use of any school site or facility, Charter School shall provide documentation to OCS that the facility complies with all applicable building codes, standards and regulations adopted by the city and/or county agencies responsible for building and safety standards for the city in which Charter School is to be located, ~~federal and state accessibility requirements (including the Americans with Disabilities Act (ADA) and Section 504), and all other applicable fire, health, and structural safety and access requirements. This requirement shall also apply.~~ This requirement shall also apply, upon request by the District, to the construction, reconstruction, alteration of or addition to the facility. Charter School shall resolve in a timely manner any and all corrective actions, orders to comply, or notices issued by the authorized building and safety agency or the District. Charter School cannot exempt itself from applicable building and zoning codes, ordinances, and ADA/Section 504 requirements. Charter School shall maintain on file readily accessible records that document facilities compliance and provide such documentation to the OCS upon request.

Pest Management: Charter School shall comply with the Healthy Schools Act, Education Code, section 17608, which details pest management requirements for schools.

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Asbestos Management: Charter School shall comply with the asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40 C.F.R. part 763. AHERA requires that any building leased or acquired that is to be used as a school or administrative building shall maintain an asbestos management plan.

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~~DRL: "If Charter School fails to submit a certificate of occupancy or other valid documentation to the District verifying that the intended facility in which the school will operate complies with Education Code Section 47610, not less than 30 days before the school is scheduled to begin operation pursuant to the first year of this renewal term, it may not commence operations unless an exception is made by the OCS and/or the local planning department or equivalent agency. If Charter School moves or expands to another facility during the term of this charter, Charter School] shall provide a certificate of occupancy or other valid documentation to the District verifying that the intended facility in which the school will operate complies with Education Code Section 47610, to the District for each facility at least 30 days before school is scheduled to begin operations in the facility or facilities. Charter School shall not begin operation in any location for which it has failed to timely provide a certificate of occupancy to the District, unless an exception is made by the OCS and/or the local planning department or equivalent agency. Notwithstanding any language to the contrary in this charter, the interpretation, application and enforcement of this provision are not subject to the Dispute Resolution Process."~~

ADMINISTRATIVE SERVICES

~~DRL: "The District may charge for the actual costs of supervisorial oversight of [CHARTER SCHOOL] not to exceed 1% of the charter school's revenue, or the District may charge for the actual costs of supervisorial oversight of the Charter School not to exceed 3% if [CHARTER SCHOOL] is able to obtain substantially rent free facilities from the District. Notwithstanding the foregoing, the District may charge the maximum supervisorial oversight fee allowed under the law as it may change from time to time."~~

DISTRICT IMPACT STATEMENT/CIVIL LIABILITY EFFECTS

~~DRL: "DCA agrees to observe and abide by the following terms and conditions as a requirement for receiving and maintaining their charter authorization:~~

- ~~• DCA is subject to District oversight.~~
- ~~• The District's statutory oversight responsibility continues throughout the life of the charter and requires that it, among other things, monitor the fiscal condition of DCA.~~
- ~~• The District is authorized to revoke this charter for, among other reasons, the failure of DCA to meet generally accepted accounting principles or if it engages in fiscal mismanagement in accordance with Education Code Section 47607.~~

~~Accordingly, the District hereby reserves the right, at District cost, pursuant to its oversight responsibility, to audit DCA books, records, data, processes and procedures through the Office~~

~~of Charter Schools or other means. The audit may include, but is not limited to, the following areas:~~

- ~~• Compliance with terms and conditions prescribed in the charter.~~

Hold Harmless/Indemnification Provision

~~• Charter School, through this Charter agrees to defend, indemnify, and hold harmless OUSD, its officers, directors, agents, representatives, employees, attorneys, internal controls, both financial and operational in nature,~~

~~• The accuracy, recording and/or reporting of school financial information,~~

- ~~• The school's debt structure,~~
- ~~• Governance policies, procedures and history,~~
- ~~• The recording and reporting of attendance data,~~
- ~~• The school's enrollment process, suspension and expulsion procedures, and parent involvement practices,~~
- ~~• Compliance with safety plans and procedures, and~~
- ~~• Compliance with applicable grant requirements.~~

~~DCA shall cooperate fully with such audits and to make available any and all records necessary for the performance of the audit upon 30 day's notice to DCA. When 30 day's notice may defeat the purpose of the audit, the District may conduct the audit upon 24 hour's notice.~~

~~In addition, if an allegation of waste, fraud or abuse related to DCA operations is received by the District, DCA shall be expected to cooperate with any investigation undertaken by the Office of Charter Schools, at District cost. This obligation for the District to pay for an audit only applies if the audit requested is specifically requested by the District and is not otherwise required to be completed by DCA by law or charter provisions."~~

~~Charter School, through this Charter and/or a separate Memorandum of Understanding, agrees to defend, and indemnify and hold harmless the District, its officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter "District" and "District Personnel") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities including but not limited to attorneys' fees that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, Charter School's performance under this Agreement or the Charter, the condition or use of its facilities, or any acts, errors, negligence, omissions or intentional acts by Charter School, its Governing Board, administrators, employees, agents, representatives, volunteers, successors and assigns. Moreover, Charter School agrees to indemnify, defend, and hold harmless OUSD and the OUSD Board of Education and their members, officers, directors, agents, representatives, employees and volunteers, for any contractual liability resulting from third party contracts with Charter School's vendors, contractors, partners or sponsors.~~

FISCAL MATTERS

~~DRL: "Cash Reserves~~

~~Charter School acknowledges that the recommended cash reserve is 5% of expenditures, as provided in section 15450, title 5 of the California Code of Regulations.~~

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Fiscal Matters

District Oversight Costs

The District may charge for the actual costs of supervisory oversight of Charter School not to exceed 1% of the Charter School's revenue, or the District may charge for the actual costs of supervisory oversight of Charter School not to exceed 3% if Charter School is able to obtain substantially rent free facilities from the District. Notwithstanding the foregoing, the District may charge the maximum supervisory oversight fee allowed under the law as it may change from time to time. The oversight fee provided herein is separate and distinct from the charges arising under charter school facilities use agreements.

Third Party Contracts

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Charter School shall ensure that all third party contracts, whether oral or written, for supplies, equipment, goods and/or services, for the direct or indirect benefit of, or otherwise related to the operation of, Charter School, require compliance with and otherwise conform to all applicable local, state, and federal policies, regulations, laws, and guidelines, including, but not limited to, licensing and permit requirements as well as requirements related to protection of health and safety. Charter School shall notify all parties with whom it enters into a contract that the District is a separately legal entity and is not responsible for performing any of the Charter School's obligations under the contract, including payment for services.

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Special Education Revenue Adjustment/Payment for Services

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In the event that Charter School owes funds to the District for the provision of agreed upon or fee for service or special education services or as a result of the State's adjustment to allocation of special education revenues from Charter School, Charter School authorizes the District to deduct any and all of the in lieu property taxes that Charter School otherwise would be eligible to receive under section 47635 of the Education Code to cover such owed amounts. Charter School further understands and agrees that the District shall make appropriate deductions from the in lieu property tax amounts otherwise owed to Charter School. Should this revenue stream be insufficient in any fiscal year to cover any such costs, Charter School agrees that it will reimburse the District for the additional costs within forty-five (45) business days of being notified of the amounts owed.

The Charter School's financial statements, proposed budgets, projections, expenditures, and cashflow shall include the Charter School's anticipated expenditures for special education services, including any projected funding received for special education services, the average cost per pupil of providing special education services, and the extent to which the Charter School projects that it will have to incur special education expenditures from its unrestricted general fund revenues. If the Charter School does not belong to a SELPA as an LEA, it must also provide its projected equitable contribution to Districtwide special education costs.

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Audit and Inspection of Records

Audit and Inspection of Records

~~Charter School agrees to observe and abide by the following terms and conditions as a requirement for receiving and maintaining its charter authorization:~~

~~Charter School is subject to District oversight.~~

~~The District's statutory oversight responsibility continues throughout the life of the Charter and requires that the District, among other things, monitors the fiscal condition of Charter School.~~

~~The District is authorized to revoke this Charter for, among other reasons, the failure of Charter School to meet generally accepted accounting principles or if Charter School engages in fiscal mismanagement.~~

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Accordingly, the District hereby reserves the right, pursuant to its oversight responsibility, and Education Code section 47604.3, to audit Charter School's books, records, data, processes and procedures through the District Office of the Inspector General Charter Schools.

or in coordination with FCMAT, or ~~other means~~ in coordination with a mutually agreed upon third party. The audit may include, but is not limited to, the following areas:

- Compliance with terms and conditions prescribed in the Charter ~~agreement~~.
- Internal controls, both financial and operational in nature.
- The accuracy, recording and/or reporting of school financial information.
- Charter School's debt structure.
- Governance policies, procedures and history.
- The recording and reporting of attendance data.
- ~~Internal controls, both financial and operational in nature.~~
- ~~The accuracy, recording and/or reporting of~~ Charter School's ~~financial information.~~
- ~~Charter School's debt structure.~~
- ~~Governance policies, procedures and history.~~
- ~~The recording and reporting of attendance data.~~
- Charter School's enrollment process, suspension and expulsion procedures, and parent involvement practices.

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- Compliance with safety plans and procedures, and
- Compliance with applicable grant requirements.

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Charter School shall cooperate fully with such audits and shall make available any and all records necessary for the performance of the audit upon 30 ~~days~~^{business days} notice to Charter School. ~~When~~^{In extreme circumstances when} 30 ~~days~~^{business days} notice may defeat the purpose of the audit, the District may conduct the audit upon 24 ~~hours~~^{hours} notice.

Internal Fiscal Controls

In addition, if an allegation of waste, fraud, or abuse of power related to Charter School ~~will develop and maintain sound internal fiscal control policies governing all financial activities.~~

Apportionment Eligibility for Students Over 19 Years of Age

operations is received by the District, Charter School ~~acknowledges that, in order for a pupil over nineteen (19) years of age to remain eligible for generating charter school apportionment, the pupil shall be continuously enrolled in public school and make satisfactory progress toward award of a high school diploma expected to cooperate.~~ (Ed. Code § 47612(b)).

Local Control and Accountability Plan

In accordance with California Education Code sections 47604.33 and 47606.5, Charter School shall include in its annual update a "listing and description of the expenditures for the fiscal year implementing the specific actions included in the charter as a result of the reviews and assessment required by paragraph (1)" of section 47606.5(a). These expenditures shall be "classified using the California School Accounting Manual pursuant to Section 41010." any investigation undertaken by the Office of Charter Schools. (Ed. Code § 47606.5(b)).

Charter School/District shall be deemed the exclusive public school employer of the employees of the charter school for the purposes of the Educational Employment Relations Act. (Government Code section 3540 et seq.) Charter School shall comply with all applicable requirements of the EERA, and the exclusive employer shall comply with the duties and obligations of the exclusive employer under the EERA. In accordance with the EERA, employees may join and be represented by an organization of their choice for collective bargaining purposes."

Data and Information Reporting

Charter School shall provide the following data elements to OCS, according to a data reporting calendar that will be published by OCS prior to September 1 of each school year:

- Fall Census Day enrollment spreadsheet
- Reports required by Education Code section 47604.33:
 - Preliminary budget
 - Local control and accountability plan and update
 - First interim financial report

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- o [Second interim financial report](#)

- o [Final unaudited report](#)

- [Other audit-related, attendance, and/or enrollment information and reports:](#)

- o [Annual independent audit report \(Ed. Code § 47605\(m\)\)](#)

- o [Independent Auditor Selection Form \(Ed. Code § 41020\(f\)\(1\)\)](#)

- o [20 day attendance report \(Ed. Code § 47652\(a\)\)](#)

- o [Monthly attendance reports](#)

- o [Principal Apportionment Data \(P1, P2, and P-Annual\)](#)

- o [Monthly student exit reports \(Ed. Code § 47605\(e\)\(3\)\)](#)

- [Information/documentation related to Charter School's facilities, SELPA, student/family handbook, and governing board \(including membership, bylaws, and specified policies\)](#)

- [Any other reports and data as requested.](#)

[Additionally, Charter School shall notify OCS in writing and update in Epicenter or online reporting platform within five business days of all changes to leadership at the Charter School, the Charter Management Organization, and the governing board.](#)

The school is a wholly separate and independent entity from OUSD.

The School will receive funding in accordance with Education Code § 47630 et. seq. and applicable federal law. The school may receive its funding directly from the state or through any other available mechanism. Any funds due to DCA that flow through OUSD will be promptly forwarded to the school in accordance with law.

OUSD will be reimbursed its actual costs up to 1% of the revenue of the school (defined in accordance with Education Code § 47613(a) through (f)) supervision and oversight costs. "Revenue" is defined by Education Code § 47613(f) as the general purpose entitlement and

categorical block grant, as defined in subdivisions (a) and (b) of Education Code § 47632. OUSD will provide and/or perform the supervisory oversight tasks and duties specified by Education Code § 47604.32 and/or necessitated by this Charter.

These supervisory oversight services also include, but are not necessarily limited to, the following:

- Good faith efforts to develop any needed additional agreements to clarify or implement the Charter.
- Regular review, analysis, and dialogue regarding the annual performance report of the school.
- Monitoring of compliance with the terms of this Charter and related agreements.
- Good faith efforts to implement the dispute resolution and related processes described in this charter petition.
- Timely and good faith review of requests to renew or amend this Charter as permitted under law.

Fiscal Support

In accordance with Education Code Section 47604.3, the school shall promptly respond to all reasonable inquiries, including but not limited to, inquiries regarding financial records, from the District and shall consult with the District regarding any such inquiries. The school acknowledges that it is subject to audit by OUSD. If the district seeks an audit of the school, the district shall assume all costs of such audit. This obligation for the District to pay for an audit only applies if the audit requested is specifically requested by the District and is not otherwise required to be completed by the school or by law or charter provisions.

The Charter School shall provide reports to the district and the county superintendent of schools in accordance with education code section 47604.33 as follows and shall provide additional fiscal reports as required by the district or county superintendent of schools:

1. By July 1, a preliminary budget for the current fiscal year. For the Charter School in its first year of operation, financial statements submitted with the charter petition pursuant to education code 47605.
2. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of the Charter School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the district, state controller, state Department of Education, and county superintendent of schools.
3. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
4. By September 15, a non-audited at report from the full prior-year. The report submitted to the district shall include an annual statement of all the Charter Schools receipts and expenditures for the preceding fiscal year.

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The school will maintain appropriate records pursuant to legislation and organizational policies. In accordance with the timelines required by Education Code § 47604.33, a copy of the proposed fiscal year budget for DCA, financial reports, and unaudited actuals will be forwarded to OUSD. The school will be operated in accordance with generally accepted accounting principles ("GAAP"). A business operations manual has been developed/adopted and will be utilized for the schools day-to-day business functions.

DCA Budget Narrative

The attached budget and cash flow projection are based on conservative estimates and take into account actual historical costs to operate the Downtown Charter Academy (DCA) program as described in the charter.

Enrollment and Demographics

DCA is currently at 31804 students and intends to operate ~~conservatively~~ at 448330 students in the ~~2019-20~~2026-27 school year.

DCA Enrollment Projections					
	19-20	20-21	21-22	22-23	23-24
6	110	110	110	110	110
7	110	110	110	110	110
8	110	110	110	110	110
TOTAL	330	330	330	330	330

<u>Projected Student Enrollment for Each Year by Grade Level and Total Enrollment</u>								
<u>Grade Level</u>	<u>Year 1 2019-20</u>	<u>Year 2 2020-21</u>	<u>Year 3 2021-22</u>	<u>Year 4 2022-23</u>	<u>Year 5 2023-24</u>	<u>Year 6 2024-25</u>	<u>Year 7 2025-26</u>	<u>Year 8 2026-27</u>
<u>6</u>	110	110	110	110	110	110	100	112
<u>7</u>	110	110	110	110	110	110	100	168
<u>8</u>	110	110	110	110	110	110	110	168
<u>Total</u>	330	330	330	330	330	330	330	448

In line with historical averages, DCA has assumed a ~~conservative-stable~~ unduplicated count, as well as conservative numbers of Free and Reduced Price Meal students and English language learners:

- Free and Reduced Priced Meals: 75%
- English Learners: 17%
- Unduplicated Count: ~~77.3880~~%

Enrollment of FRPM and ELL students is an important part of the Amethod schools' mission. Therefore, during recruitment efforts, DCA will actively seek out students who are in these categories.

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The attendance rate is assumed to be 95%, which is ~~consistent with attendance patterns at other Amethod Schools~~ conservative compared to the 97% in prior years at Downtown Charter Academy.

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Revenues

LOCAL CONTROL FUNDING FORMULA

The School is using the Local Control Funding Formula to drive the general purpose entitlements. The LCFF entitlement is a made up of a combination of state aid, Education Protection Act entitlement and charter schools in lieu of property taxes.

~~In 2018-19, LCFF was fully funded to 100% and in line with state guidance, w~~We are forecasting our state apportionment using the FCMAT LCFF calculator. Based on the ~~May 2018~~August 2025 LCFF Calculator, we estimate a ~~49-20-26-27~~ LCFF allocation of \$ ~~\$14,255~~10,076 per ADA.

~~The table below shows the implementation schedule of the LCFF from 2019-20 through 2023-24 and the general purpose rates that are generated over that period.~~ DCA is also using an estimated unduplicated count of ~~77.3880~~77.3681% for school projections, based on our three year average, and a district UPP of ~~77.3681~~77.3681%, which is what is used to calculate the supplemental and concentration grant.

LCFF Schedule

LCFF Implementation	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24
<u>OCCHS General Purpose Entitlement per ADA</u>	\$10,074	\$10,339	\$10,695	\$11,044	\$11,320

OTHER REVENUE SOURCES

In addition to the LCFF State funding, DCA will receive other revenues and grants:

Federal Title Grants:

DCA qualifies as a Title I school and thus receives the Title I grant, ~~as well as the -at a 3 year average of \$400 per student. This is in addition to the~~ Title II grant for teacher professional development ~~and Title IV grant. All Federal Title Grants are projected conservatively with no increase over the 2025-26 budgeted amounts.~~

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National School Lunch Program/Universal Free Meals

DCA will serve a school lunch, in compliance with the National School Lunch Program. Downtown Charter Academy will receive state and federal reimbursements for the cost of meals served to all students that ~~qualify for free or reduced pricing~~participate. ~~All m~~Meals are free to all students, and served at the school include the required nutritional components, and are served in a county inspected kitchen.

State Facilities Grant

DCA currently receives and will continue to receive SB 740 Facility Grant funds. These grant funds have been included in the budget since the demographics of DCA meet the requirements for applying for a facilities grant under SB 740. That revenue is included in the budget at the lesser of \$~~147,146~~9 per ADA or 75% of the lease costs, and includes an assumption that SB740 will be oversubscribed, reducing the grant to 92.5% of the total allocation.

The school has budgeted for state lottery revenue. The ~~2018-19~~2026-27 rate is \$~~273~~94/ADA based on School Services of California (SSC) projections/current guidance for 2025-26, conservatively assuming no COLA increase.

Special Education

For Special Education, DCA is part of the El Dorado County Charter SELPA and does receive the Federal rate of \$~~145~~25 per prior year CBEDS enrollment and state rate of \$~~222~~917.53 per current year P2 ADA, less the Service Fee of 3%.

These monies help fund our education specialists, para-professionals, wellness counselors, speech therapists, psychologists, program specialists and outside support contractors.

State and Local Afterschool Grants

DCA does and will continue to receive various after-school grants such as ASES for ~~163,000~~\$203,483 and Measure G1 funding of \$~~104,649~~36,934. We anticipate these grants will continue, and conservatively did not project any COLA or ADA increases.

The school has not included any grants or fundraising although the school intends to apply for grants and programs as the opportunities arise.

Expenses

Expenses have been conservatively estimated by the executive staff at Amethod based on the operating costs at the current Amethod schools in Oakland. Expense assumptions have been increased approximately 2.73% per year for inflation, or more when deemed necessary due to the increase in enrollment. Below is a summary of the major expense categories and the assumptions.

STAFFING AND BENEFITS

The staffing structure is modeled off of DCA's successful staffing structure over the ~~last five years~~current charter term. The structure assumes substantial management, instructional leadership, and operations support from the home office.

Position	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27
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1100 - Teacher	16	16	16	16	16	16	16	20
1148 - Education Specialist	1	1	1	1	1	1	1	2
1300 - Site Leadership (Site Directors)	1	1	1	1	1	1	1	1
1300 - Site Leadership (Deans)	2	2	2	2	2	2	2	3
1311 - SPED Support								
2100 - Classified Tutors and Instructional Aides	3	3	3	3	3	3	3	6
2103 - SPED Tutor	1	1	1	1	1	1	1	2
2400 - Classified Clerical (site admin assistants and other staff)	4	4	4	4	4	4	4	4
2905 - After school staff	4	4	4	4	4	4	4	5
	32	32	32	32	32	32	32	41

2103 - SPED Tutor	1	1	1	1	1
2400 - Classified Clerical (site admin assistants and other staff)	4	4	4	4	4
2905 - After school staff	4	4	4	4	4
	32	32	32	32	32

The salaries assumed in the budget map directly to the average salaries paid by AMPS, increased by 3%.

The school will offer a cafeteria health plan including health, dental, vision, life and flex spending accounts. On average, AMPS cost has historically been 20% of salaries. Growth in costs to AMPS has grown 3% annually and we conservatively estimate an increase in benefit costs of 7.5% per year. Benefits are estimated conservatively, assuming all employees participate. Like the teachers at its sister schools, the certificated staff will not participate in STRS. Instead all staff will be part of the social security system and a 401 K with an employer match of 3%.

Books and Supplies

The school is budgeting \$100-125 per student per year an increase of \$50,000 to purchase replacement/additional textbooks and update core curriculum as needed. In addition, the school is budgeting \$50-89 per student for instructional materials and consumables. The school has a budgeted \$16 per student for art supplies and \$10 per student for PE supplies \$31 per student for art and supplemental supplies, which is higher than historical patterns.

DCA has built out its technology infrastructure and now has a one to one Chromebook to student ratio. We have budgeted to purchase replacement computers and equipment over time at 20% of our fleet per year, and increased one-time spend in 2026-27 to ensure our new students have equipment.

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~~With the increased utilization of Chromebook, we have invested in education software such as Achieve 3000 and budgeted \$80 per student to ensure access to resources to better personalize instruction based on student needs.~~

Services and Operating

Operating costs are based on the historical spending patterns at DCA.

The school has included a 1% district oversight fee consistent with the statute. The school is budgeting separately for utilities and maintenance using standard market rates assumptions.

Professional development is an important part of the DCA experience. Much of the professional development during the year will be run internally at minimal cost, but the school is budgeting ~~\$1000 per teacher to pay for planning periods, conferences, consultants, substitutes, and materials related to~~ approximately \$1,000 per staff member for professional development.

~~Historically, we spend about 13-14% of budget for rent, utilities, and other facility expenses. DCA's lease is inclusive of all space needed for our students, and rent increases 3% annually. We expect to maintain this level.~~ the current level of facilities, utilities, and other expenses, including a 2.7% COLA increase.

~~DCA will use Illuminate Ed to manage student attendance.~~

Special Education Expenses

In addition to our internal staff of education specialists, wellness counselors, speech therapists, psychologists and other support staff, DCA also has budgeted based on historical needs ~~\$223+25~~

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per student for other contractors necessary to support our students. With internal staff, supplies, and software ~~such as Let's Go Learn, and~~ consultants and contractors, DCA invests over \$1,000 per student in the special education program to serve our students in need.

Capital Outlay

The school has no planned capital outlay outside of the updates needed to refresh and prepare our site.

CMO Fee

DCA will pay fees to Amethod Schools to help cover home office functions such as ~~Chief Executive Officer, Chief Academic Officer, Director of Instruction, and Director of Talent Management~~ Human Resources and Talent, Finance, Instruction, Student Services, and Operations. The CMO fees are currently estimated at 10% of total ~~governmental~~ revenues.

Cash Flow

DCA has demonstrated strong operating incomes and cash flow over the last several years and is forecasting an ~~18-19~~ operating surplus of \$111,374k. We anticipate ~~starting the 19-20 school year with 1.69 million in cash and~~ maintaining continued positive cash flows and operating incomes. Cash is expected to continue over \$3M, or over 4.5 months of expenses. We have included a ~~23~~ year cash flow statement in the Appendix.

See Appendix U for ~~23~~ Year Cashflow Statement

See Appendix V for ~~25~~ Year Budget Forecast

Contingencies and Reserves: DCA ~~had a 17-18 starting fund balance of 1.8 million dollars and has an unaudited 18-19 starting fund balance of 2.0 million~~ has a fund balance of ~\$4.5M, or six months of reserves for economic uncertainties. We anticipate this fund balance ~~to continue to grow, providing DCA with a~~ substantial reserve to continue, as needed for state funding deferrals or continued program investments.

INSURANCE REQUIREMENTS

Throughout the life of this contract, the school shall pay for and maintain in full force and effect with an insurance company(s) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-/VII", very low, in Best Insurance Rating Guide, the following policies of insurance: the school will secure and maintain general liability, workers' compensation, and other necessary insurance coverage as required by the OUSD.

Insurance shall also be maintained to meet requirements of authorities to the extent that insurance is required to rent facilities or equipment. The School will obtain quotes from Insurance providers yearly as is the practice with the existing schools sites. The school agrees to hold harmless OUSD regarding liability issues. The following are brief descriptions of liability insurance programs;

1. COMMERCIAL GENERAL LIABILITY insurance, which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with

combined single limits of not less than \$1,000,000.00 per occurrence.

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2. COMMERCIAL GENERAL LIABILITY insurance that shall include coverage for owned and non-owned autos, with bodily injury liability limits not less than \$1,000,000.00 per person, per occurrence and property damage liability limits of not less than \$500,000.00, per occurrence.
3. WORKERS' COMPENSATION INSURANCE, as required by the California Labor Code, with not less than statutory limits.

Administrative Services

Governing Law: "The manner in which administrative services of the school are to be provided." Education Code Section 47605(g).

With the exception of services performed by OUSD in providing oversight to the school as defined by Education Code Section 47604.32, all charter-requested services from OUSD will be on a fee-for-service basis.

In accordance with Education Code 47613, the chartering authority may charge for the actual costs of oversight of the Charter School not to exceed one percent of the revenue of the Charter School. For purposes of this charter, "revenue of the Charter School" means the general purpose entitlement and categorical block grant, as defined in subdivisions (a) and (b) of Section 47632. It is anticipated that the Charter School will provide or procure most of its own administrative services including, but not limited to, financial management, personnel, and instructional program development either through its own staff or through an appropriately qualified third-party contractor. Budget allocation and vendor selection will be the responsibility of the Governance Board. The Governance Board may delegate authority to the Chief Executive Officer to select vendors below a contract amount to be determined, but will retain overall responsibility for contract approvals. The Governance Board will work with the selected back office provider for payroll services and to ensure compliance with state financial accounting procedures.

In conjunction with ~~EdTee~~[Charter Impact](#), the organization's back office accounting services providers, the Chief Executive Officer, Chief of Operations, and Director of Finance and Accounting will prepare financial statements such as a balance sheet, income statement, profit and loss sheets, and statement of cash flow for regular administration and board review. Financial statements will be accessible to the independent auditor, school officers, OUSD, and any Governance Board members who want to assess the Charter School's financial condition. In addition, the Charter School will submit an annual audited financial statement to the appropriate authorities.

Facilities

Governing Law: "The facilities to be utilized by the school. The description of the facilities to be used by the charter school shall specify where the school intends to locate."
Education Code Section 47605(g).

The Charter School will be located within the District boundaries. The Charter School is currently located at 2000 Dennison Street, Oakland CA 94606 and has a ~~five year~~ lease in place, with extensions to be executed through the current and future charter term. This facility was approved by the OUSD school board on February 8, 2017.

Transportation

The Charter School will not provide transportation of students to and from school. It will be the responsibility of the students' families to provide transportation to school, except when transportation is required by a student's IEP.

CIVIL LIABILITY IMPACT

The Charter School shall be operated by a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c) (3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(c), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. The Charter School shall work diligently to assist the District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District- requested protocol to ensure the District shall not be liable for the operation of the Charter School.

Further, the Charter School and the District shall enter into a memorandum of understanding, wherein the Charter School shall indemnify the District for the actions of the Charter School under this charter.

The corporate bylaws of the Charter School shall provide for indemnification of the Charter School's Board, officers, agents, and employees, and the Charter School will purchase general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts will be determined by recommendation of the District and the Charter School's insurance company for schools of similar size, location, and student

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population. The District shall be named an additional insured on the general liability insurance of the Charter School.

The Charter School Board will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

CONCLUSION

By renewing this charter petition, Oakland Unified School District will be fulfilling the intent of the Charter Schools Act to improve pupil learning; increase learning opportunities for all pupils with special emphasis on expanded learning opportunities for all pupils who are identified as academically low performing; create new professional opportunities for teachers; and provide parents and pupils with expanded choices in education and following the directive of law to encourage the creation of viable school models for residents and families of Oakland Unified School District.

FY25-26 DCA

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<u>Multi-Year Forecast</u>							
<u>Revised 11/10/25</u>							
					<u>2025-26</u>	<u>2026-27</u>	
					<u>Budget</u>	<u>Forecast</u>	
<u>Assumptions</u>							
			<u>State COLA</u>		<u>3.02%</u>	<u>3.02%</u>	
			<u>Other Revenue COLA</u>		<u>n/a</u>	<u>0.00%</u>	
			<u>Expense COLA</u>		<u>2.85%</u>	<u>2.70%</u>	
			<u>Enrollment</u>		<u>320.00</u>	<u>448.00</u>	
			<u>Average Daily Attendance</u>		<u>304.00</u>	<u>425.60</u>	
<u>Revenues</u>							
	<u>State Aid - Revenue Limit</u>						
		<u>8011</u>	<u>LCFF State Aid</u>		<u>\$2,972,354</u>	<u>\$4,309,112</u>	
		<u>8012</u>	<u>Education Protection Account</u>		<u>\$60,800</u>	<u>\$85,120</u>	
		<u>8019</u>	<u>State Aid - Prior Year</u>		<u>-\$14,360</u>	<u>\$0</u>	
		<u>8096</u>	<u>In Lieu of Property Taxes</u>		<u>\$1,194,805</u>	<u>\$1,672,727</u>	
					<u>\$4,213,599</u>	<u>\$6,066,959</u>	
	<u>Federal Revenue</u>						
		<u>8181</u>	<u>Special Education - Entitlement</u>		<u>\$44,225</u>	<u>\$46,110</u>	
		<u>8182</u>	<u>Special Education - Discretionary</u>			<u>\$0</u>	
		<u>8220</u>	<u>Federal Child Nutrition</u>		<u>\$100,511</u>	<u>\$140,716</u>	
		<u>8290</u>	<u>Title I, Part A - Basic Low Income</u>		<u>\$84,577</u>	<u>\$84,577</u>	
		<u>8291</u>	<u>Title II, Part A - Teacher Quality</u>		<u>\$8,659</u>	<u>\$8,659</u>	
		<u>8293</u>	<u>Title III - Limited English</u>			<u>\$0</u>	
		<u>8294</u>	<u>Title V, Part B - PCSG</u>			<u>\$0</u>	
		<u>8295</u>	<u>Charter Facility Incentive Grant</u>			<u>\$0</u>	
		<u>8296</u>	<u>Other Federal Revenue</u>		<u>\$10,000</u>	<u>\$10,000</u>	
		<u>8299</u>	<u>Prior Year Federal Revenue</u>			<u>\$0</u>	
					<u>\$247,972</u>	<u>\$290,062</u>	
	<u>Other State Revenue</u>						
		<u>8311</u>	<u>State Special Education</u>		<u>\$276,783</u>	<u>\$399,198</u>	
		<u>8520</u>	<u>Child Nutrition</u>		<u>\$9,514</u>	<u>\$13,721</u>	
		<u>8545</u>	<u>School Facilities (SB740)</u>		<u>\$413,083</u>	<u>\$595,781</u>	
		<u>8550</u>	<u>Mandated Cost</u>		<u>\$6,238</u>	<u>\$6,426</u>	
		<u>8560</u>	<u>State Lottery</u>		<u>\$78,880</u>	<u>\$80,701</u>	
		<u>8598</u>	<u>Prior Year Revenue</u>			<u>\$0</u>	
		<u>8599</u>	<u>Other State Revenue</u>		<u>\$436,915</u>	<u>\$436,915</u>	
					<u>\$1,221,412</u>	<u>\$1,532,743</u>	
	<u>Other Local Revenue</u>						
		<u>8634</u>	<u>Food Service Sales</u>			<u>\$0</u>	
		<u>8650</u>	<u>Lease and Rental Income</u>			<u>\$0</u>	
		<u>8660</u>	<u>Interest Revenue</u>			<u>\$0</u>	
		<u>8689</u>	<u>Other Fees and Contracts</u>			<u>\$0</u>	
		<u>8690</u>	<u>Other Local Revenue</u>	<u>#REF!</u>	<u>\$104,649</u>	<u>\$104,649</u>	

194

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			<u>4328 Student Activity Supplies & Materials</u>		<u>\$3,000</u>	<u>\$5,000</u>
			<u>4335 PE Supplies</u>		<u>\$918</u>	<u>\$1,500</u>
			<u>4350 Uniforms</u>		<u>\$11,414</u>	<u>\$25,000</u>
			<u>4400 Noncapitalized Equipment</u>		<u>\$2,500</u>	<u>\$5,000</u>
			<u>4420 Noncapitalized Computer Equipment</u>		<u>\$10,000</u>	<u>\$30,000</u>
			<u>4421 Noncapitalized Classroom Furniture, Equipment & Supplies</u>		<u>\$5,000</u>	<u>\$25,000</u>
			<u>4700 Food Services</u>		<u>\$110,025</u>	<u>\$158,194</u>
			<u>4720 Other Food</u>		<u>\$7,500</u>	<u>\$7,500</u>
					<u>\$304,653</u>	<u>\$480,886</u>
			<u>Subagreement Services</u>			
			<u>5101 Nursing</u>		<u>\$0</u>	<u>\$0</u>
			<u>5102 Special Education</u>		<u>\$200,000</u>	<u>\$100,000</u>
			<u>5103 Substitute Teacher</u>		<u>\$239,971</u>	<u>\$25,000</u>
			<u>5104 Transportation</u>		<u>\$10,000</u>	<u>\$7,189</u>
			<u>5105 Security</u>		<u>\$12,500</u>	<u>\$15,405</u>
			<u>5106 Other Educational Consultants</u>		<u>\$15,000</u>	<u>\$30,502</u>
					<u>\$477,471</u>	<u>\$178,096</u>
			<u>Operations and Housekeeping</u>			
			<u>5201 Auto and Travel</u>		<u>\$3,000</u>	<u>\$4,457</u>
			<u>5300 Dues & Memberships</u>		<u>\$20,000</u>	<u>\$13,084</u>
			<u>5400 Insurance</u>		<u>\$50,000</u>	<u>\$131,702</u>
			<u>5501 Utilities</u>		<u>\$140,000</u>	<u>\$165,347</u>
			<u>5502 Janitorial/Trash Removal</u>		<u>\$81,500</u>	<u>\$117,181</u>
			<u>5531 ASB Expenses</u>			<u>\$0</u>
			<u>5540 Public Donations</u>			<u>\$0</u>
			<u>5550 Pledge Write Off</u>			<u>\$0</u>
			<u>5900 Communications</u>		<u>\$15,000</u>	<u>\$21,567</u>
			<u>5901 Postage and Shipping</u>		<u>\$1,500</u>	<u>\$1,438</u>
					<u>\$311,000</u>	<u>\$454,776</u>
			<u>Facilities, Repairs and Other Leases</u>			
			<u>5601 Rent</u>		<u>\$916,180</u>	<u>\$943,665</u>
			<u>5602 Additional Rent</u>			<u>\$0</u>
			<u>5603 Equipment Leases</u>		<u>\$20,000</u>	<u>\$25,000</u>
			<u>5604 Other Leases</u>			<u>\$0</u>
			<u>5605 Real/Personal Property Taxes</u>		<u>\$0</u>	<u>\$10,000</u>
			<u>5610 Repairs and Maintenance</u>		<u>\$20,000</u>	<u>\$100,000</u>
			<u>5615 Repairs and Maintenance - Building</u>		<u>\$50,000</u>	<u>\$50,000</u>
			<u>5616 Repairs and Maintenance - Computers</u>		<u>\$2,500</u>	<u>\$2,500</u>
			<u>5618 Repairs and Maintenance - Auto</u>		<u>\$495</u>	<u>\$0</u>
			<u>5625 Storage</u>			<u>\$0</u>
					<u>\$1,009,175</u>	<u>\$1,131,165</u>
			<u>Professional/Consulting Services</u>			
			<u>5801 IT</u>		<u>\$15,000</u>	<u>\$20,000</u>

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			<u>5802 Audit & Taxes</u>		<u>\$18,000</u>	<u>\$20,540</u>
			<u>5803 Legal</u>		<u>\$20,000</u>	<u>\$25,135</u>
			<u>5804 Professional Development</u>		<u>\$35,000</u>	<u>\$50,323</u>
			<u>5805 General Consulting</u>		<u>\$40,000</u>	<u>\$68,439</u>
			<u>5806 Special Activities</u>		<u>\$25,000</u>	<u>\$50,000</u>
			<u>5807 Bank Charges</u>		<u>\$500</u>	<u>\$1,438</u>
			<u>5808 Printing</u>		<u>\$800</u>	<u>\$1,150</u>
			<u>5809 Other taxes and fees</u>		<u>\$2,500</u>	<u>\$2,500</u>
			<u>5810 Payroll Service Fee</u>		<u>\$10,000</u>	<u>\$14,378</u>
			<u>5811 Management Fee</u>		<u>\$578,763</u>	<u>\$799,441</u>
			<u>5812 District Oversight Fee</u>		<u>\$42,280</u>	<u>\$60,670</u>
			<u>5813 Business Services</u>		<u>\$70,200</u>	<u>\$100,934</u>
			<u>5814 SPED Encroachment</u>		<u>\$3,054</u>	<u>\$4,453</u>
			<u>5815 Public Relations</u>		<u>\$0</u>	<u>\$0</u>
			<u>5816 Legal Settlement</u>		<u>\$14,662</u>	<u>\$0</u>
			<u>5820 Scholarship Expense</u>			<u>\$0</u>
			<u>5830 Field Trips</u>		<u>\$15,000</u>	<u>\$21,567</u>
			<u>5836 Fingerprinting</u>		<u>\$500</u>	<u>\$2,000</u>
			<u>5839 Fundraising Fees</u>			<u>\$0</u>
			<u>5851 Marketing and Student Recruiting</u>		<u>\$20,000</u>	<u>\$21,423</u>
			<u>5873 Sports Contractors</u>			<u>\$0</u>
			<u>5874 Sports</u>			<u>\$0</u>
			<u>5875 Staff Recruiting</u>		<u>\$7,500</u>	<u>\$7,500</u>
			<u>5877 Student Activities</u>		<u>\$100,000</u>	<u>\$140,000</u>
			<u>5878 Student Assessment</u>		<u>\$7,500</u>	<u>\$7,500</u>
					<u>\$1,026,259</u>	<u>\$1,419,392</u>
		<u>Depreciation</u>				
			<u>6900 Depreciation Expense</u>		<u>\$2,183</u>	<u>\$102,183</u>
					<u>\$2,183</u>	<u>\$102,183</u>
		<u>Interest</u>				
			<u>7438 Interest Expense</u>		<u>=</u>	<u>=</u>
					<u>=</u>	<u>=</u>
	<u>Total</u>				<u>\$</u>	<u>\$</u>
	<u>Expenses</u>				<u>5,751,125</u>	<u>7,882,468</u>
	<u>Surplus</u>				<u>\$ 36,508</u>	<u>\$ 111,945</u>
	<u>(Deficit)</u>					

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FY25-26 DCA

Monthly Cash Flow/Budget FY25-26
Revised 11/10/25

ADA = 304.00

	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Budget
Revenues														
State Aid - Revenue Limit	-	234,747	306,933	389,089	389,089	403,946	389,089	389,089	351,649	336,106	336,106	336,106	351,649	4,213,599
Federal Revenue	-	-	23,309	7,526	9,549	37,187	12,049	9,549	9,549	12,049	9,549	9,549	108,111	247,972
Other State Revenue	-	35,437	35,437	46,785	47,213	47,213	279,713	47,213	48,206	67,926	151,477	48,206	366,586	1,221,412
Other Local Revenue	-	-	-	-	-	-	-	-	-	-	-	-	104,649	104,649
Total Revenue	-	270,184	365,678	443,400	445,851	488,347	680,851	445,851	409,403	416,080	497,131	393,860	930,995	5,787,633

FY25-26 DCA

Monthly Cash Flow/Budget FY25-26
Revised 11/10/25

ADA = 304.00

	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Budget
Expenses														
Certificated Salaries	32,956	83,373	132,599	132,599	132,599	132,599	132,599	132,599	132,599	132,599	132,599	132,004	-	1,441,725
Classified Salaries	17,042	40,844	64,646	64,646	64,646	64,646	64,646	64,646	64,646	64,646	64,646	64,646	-	704,351
Benefits	27,329	32,466	40,730	40,730	40,730	40,730	44,356	43,450	41,637	40,730	40,730	40,689	-	474,309
Books and Supplies	60,931	22,157	22,157	22,157	22,157	22,157	22,157	22,157	22,157	22,157	22,157	22,157	-	\$304,653
Subagreement Services	-	43,406	43,406	43,406	43,406	43,406	43,406	43,406	43,406	43,406	43,406	43,406	-	477,471
Operations and Housekeeping	25,917	25,917	25,917	25,917	25,917	25,917	25,917	25,917	25,917	25,917	25,917	25,917	-	311,000
Facilities, Repairs and Other Leases	84,098	84,098	84,098	84,098	84,098	84,098	84,098	84,098	84,098	84,098	84,098	84,098	-	\$1,009,175
Professional/Consulting Services	51,313	88,631	88,631	88,631	88,631	88,631	88,631	88,631	88,631	88,631	88,631	88,631	-	1,026,259
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	299,587	420,892	502,185	502,185	502,185	502,185	505,811	504,904	503,091	502,185	502,185	501,549	-	5,748,943
Monthly Surplus (Deficit)	(299,587)	(150,708)	(136,506)	(58,784)	(56,333)	(13,838)	175,040	(59,053)	(93,688)	(86,104)	(5,054)	(107,688)	930,995	38,690
Cash, Beginning of Month	4,629,445	4,329,859	4,179,150	4,042,644	3,983,859	3,927,526	3,913,688	4,088,729	4,029,676	3,935,988	3,849,883	3,844,830	3,737,141	
Cash, End of Month	4,329,859	4,179,150	4,042,644	3,983,859	3,927,526	3,913,688	4,088,729	4,029,676	3,935,988	3,849,883	3,844,830	3,737,141	4,668,136	

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FY 26-27 DCA

Monthly Cash Flow/Budget FY26-27

Revised 11/10/25

ADA = 425.60

	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Budget
Revenues														
State Aid - Revenue Limit	-	315,819	437,463	521,638	521,638	542,918	521,638	521,638	549,609	528,329	528,329	528,329	549,609	6,066,959
Federal Revenue	-	-	23,309	9,536	13,368	41,007	15,868	13,368	13,368	15,868	13,368	13,368	117,635	290,062
Other State Revenue	-	41,806	41,806	58,460	59,077	59,077	383,569	59,077	59,077	79,252	208,022	59,077	424,442	1,532,743
Other Local Revenue	-	-	-	-	-	-	-	-	-	-	-	-	104,649	104,649
Total Revenue	-	357,625	502,578	589,634	594,083	643,002	921,075	594,083	622,054	623,450	749,720	600,774	1,196,335	7,994,413

FY 26-27 DCA

Monthly Cash Flow/Budget FY26-27

Revised 11/10/25

ADA = 425.60

	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Budget
Expenses														
Certificated Salaries														
	43,112	136,609	221,015	221,015	221,015	221,015	221,015	221,015	221,015	221,015	221,015	221,015	-	\$2,389,868
Classified Salaries														
	25,432	59,948	94,465	94,465	94,465	94,465	94,465	94,465	94,465	94,465	94,465	94,465	-	1,030,029
Benefits														
	49,285	58,799	58,799	58,799	58,799	58,799	58,799	58,799	58,799	58,799	58,799	58,799	-	696,072
Books and Supplies														
	96,177	34,974	34,974	34,974	34,974	34,974	34,974	34,974	34,974	34,974	34,974	34,974	-	\$480,886
Subagreement Services														
	-	16,191	16,191	16,191	16,191	16,191	16,191	16,191	16,191	16,191	16,191	16,191	-	178,096
Operations and Housekeeping														
	37,898	37,898	37,898	37,898	37,898	37,898	37,898	37,898	37,898	37,898	37,898	37,898	-	454,776
Facilities, Repairs and Other Leases														
	94,264	94,264	94,264	94,264	94,264	94,264	94,264	94,264	94,264	94,264	94,264	94,264	-	\$1,131,165
Professional/Consulting Services														
	70,970	122,584	122,584	122,584	122,584	122,584	122,584	122,584	122,584	122,584	122,584	122,584	-	1,419,392
Interest														
													-	
Total Expenses	417,137	561,266	680,188	680,188	680,188	680,188	680,188	680,188	680,188	680,188	680,188	680,188	-	7,780,285
Monthly Surplus (Deficit)	(417,137)	(203,641)	(177,611)	(90,554)	(86,105)	(37,186)	240,887	(86,105)	(58,134)	(56,739)	69,531	(79,414)	1,196,335	214,129
Cash, Beginning of Month	4,668,136	4,250,999	4,047,358	3,869,747	3,779,193	3,693,088	3,655,902	3,896,789	3,810,684	3,752,550	3,695,811	3,765,343	3,685,929	
Cash, End of Month	4,250,999	4,047,358	3,869,747	3,779,193	3,693,088	3,655,902	3,896,789	3,810,684	3,752,550	3,695,811	3,765,343	3,685,929	4,882,264	

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DCA Expansion Material Revision

November 13, 2025

Background



AMPS has been a high performing network of
Bay Area schools for over 30 years

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

DCA is an excellent Oakland middle school

DCA is a High Performing charter school, with strengths including strong teacher leadership and retention, aligned instructional program, robust academic supports and a vibrant school culture

We Propose the Expansion of DCA

- AMPS proposes unifying students from Oakland Charter Academy into Downtown Charter Academy for the 2026-27 school year.
- We have identified significant benefits:
 - Building on an **stable, high performing program increases academic opportunity** for OCA students
 - Increased **student diversity** for both DCA and OCA
 - Combining two schools into one provides a more **sustainable financial model**
 - Increased resources will allow for **facility improvements & sustainability of programming**

Enrollment Priorities

1. Year 1 (2026-27) only: Students displaced from Oakland Charter Academy due to the school's closure
2. Siblings of existing students at the Charter School
3. Students who are enrolled in the immediate prior grade level of another Amethod Public Schools charter school
4. Children of the Charter School's teachers and staff (not to exceed 10% of total enrollment)
5. Students experiencing homelessness, as defined under the McKinney-Vento Homeless Assistance Act
6. Residents of the District
7. All other students

Enrollment

Projected Student Enrollment for Each Year by Grade Level and Total Enrollment								
Grade Level	Year 1 2019-20	Year 2 2020-21	Year 3 2021-22	Year 4 2022-23	Year 5 2023-24	Year 6 2024-25	Year 7 2025-26	Year 8 2026-27
6	110	110	110	110	110	110	100	112
7	110	110	110	110	110	110	100	168
8	110	110	110	110	110	110	110	168
Total	330	330	330	330	330	330	330	448

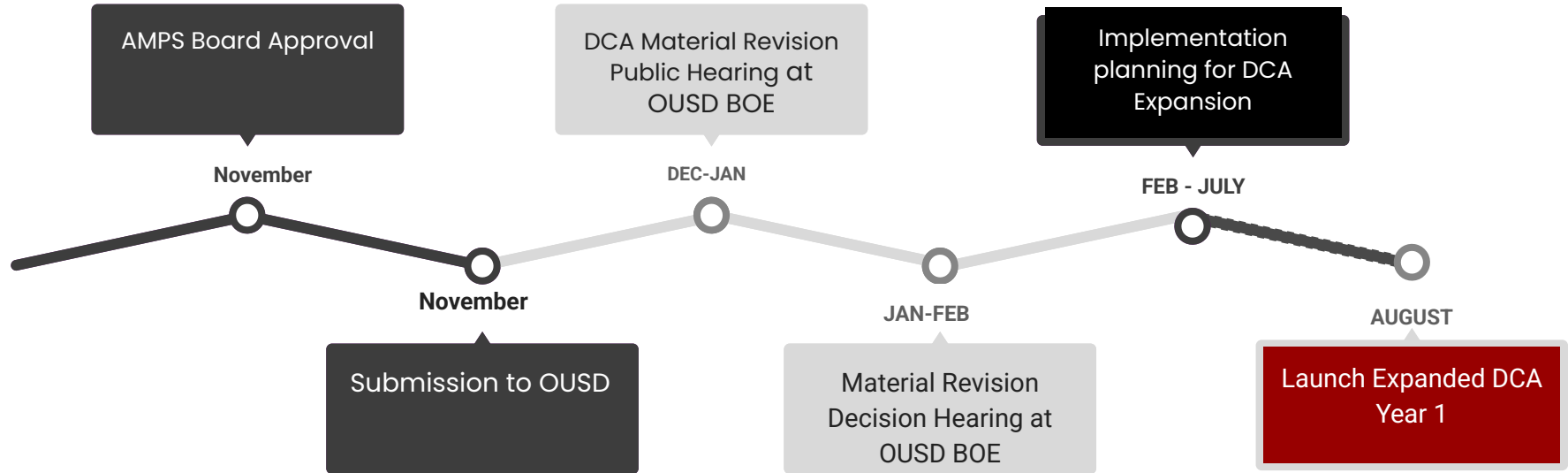
Financial Projections

	2025-26	2026-27
	Budget	Forecast
Assumptions		
<i>State COLA</i>	3.02%	3.02%
<i>Other Revenue COLA</i>	n/a	0.00%
<i>Expense COLA</i>	2.85%	2.70%
<i>Enrollment</i>	320.00	448.00
<i>Average Daily Attendance</i>	304.00	425.60
Total Revenue	\$5,787,633	\$7,994,413
Total Expenses	\$ 5,751,125	\$ 7,882,468
Surplus (Deficit)	\$ 36,508	\$ 111,945

AMPS

HONOR HARD WORK

Our Timeline



The Path Forward



- Engagement of Staff, Families, and Students
- Implementation of planning team of AMPS staff (including site specific staff)
- OCA student engagement at DCA
- Staff Preparedness & Training
- Summer Bridge sessions
- Facility planning (classrooms, preschool space, outdoor spaces)
- Full plan to follow OUSD approval

Financial Projections

	2025-26 Budget	2026-27 Forecast
Assumptions		
<i>State COLA</i>	3.02%	3.02%
<i>Other Revenue COLA</i>	<i>n/a</i>	0.00%
<i>Expense COLA</i>	2.85%	2.70%
<i>Enrollment</i>	320.00	448.00
<i>Average Daily Attendance</i>	304.00	425.60

AMPS

HONOR HARD WORK

Financial Projections

	2025-26	2026-27
	Budget	Forecast
Revenues		
State Aid - Revenue Limit		
	\$4,213,599	\$6,066,959
Federal Revenue		
	\$247,972	\$290,062
Other State Revenue		
	\$1,221,412	\$1,532,743
Other Local Revenue		
	\$104,649	\$104,649
Total Revenue	\$5,787,633	\$7,994,413

AMPS

HONOR HARD WORK

Financial Projections

	2025-26	2026-27
	Budget	Forecast
Expenses		
Certificated Salaries		
	\$1,441,724	\$2,389,868
Classified Salaries		
	\$704,350	\$1,030,029
Benefits		
	\$474,309	\$696,072
Books and Supplies		
	\$304,653	\$480,886
Subagreement Services		
	\$477,471	\$178,096
Operations and Housekeeping		
	\$311,000	\$454,776
Facilities, Repairs and Other Leases		
	\$1,009,175	\$1,131,165
Professional/Consulting Services		
	\$1,026,259	\$1,419,392
Depreciation		
	\$2,183	\$102,183
	-	-
Total Expenses	\$ 5,751,125	\$ 7,882,468
Surplus (Deficit)	\$ 36,508	\$ 111,945

AMPS

HONOR HARD WORK