# Amethod Public Schools

## Regular Meeting of the AMPS Board of Directors

Published on June 8, 2026 at 5:44 PM PDT

**Date and Time**

Thursday June 11, 2026 at 6:00 PM PDT

**Location**

1450 Marina Way South, Richmond, CA 94804

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

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

**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.

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ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

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**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 | Vote | Rodolfo Ornelas | 1 m |
| **E.** | Public Comments on Non-Agenda Items<br>Members of the public may comment here on non-agenda items that relate to one or more schools operated by Amethod Public Schools. | | | 2 m |
| **II.** | **Consent** | | | **6:06 PM** |
| **A.** | Approval of 05/14/2026 Regular Board Meeting Minutes | Approve Minutes | Rodolfo Ornelas | 1 m |

| | | Purpose | Presenter | Time |
|---|---|---|---|---|
| **B.** | Approve May Check Register | Vote | | 1 m |
| **III.** | **Business I** | | | **6:08 PM** |
| **A.** | Review of Comparable Compensation Data for Charter School CEOs/Executive Directors/Principals<br>Public comment | Discuss | Rodolfo Ornelas | 5 m |
| **IV.** | **Closed Session** | | | **6:13 PM** |
| **A.** | CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION<br>Significant exposure to litigation pursuant to Paragraph (2) or (3) of subdivision (d) of Section 54956.9 (4 cases) | Discuss | | 20 m |
| **B.** | Public Employee Performance Evaluation (Gov. Code, § 54957)<br>Title: Chief Executive Officer | Discuss | | 15 m |
| **C.** | Public Employment<br>Title: Chief Executive Officer | Discuss | | 10 m |
| **V.** | **Business II** | | | **6:58 PM** |
| **A.** | Fiscal Oversight Committee Report<br>Public comment | FYI | Davis Leung | 5 m |
| **B.** | CEO Report<br>Public comment | FYI | Adrienne Barnes | 5 m |
| **C.** | Review and Consideration of Approval of Consolidated Application for Federal Funding-Downtown Charter Academy<br>Public comment | Vote | Prasanth Mudumby | 3 m |
| **D.** | Review and Consideration of Approval of Consolidated Application for Federal Funding-John Henry High School | Vote | Prasanth Mudumby | 3 m |

| | | Purpose | Presenter | Time |
|---|---|---|---|---|
| | Public comment | | | |
| **E.** | Review and Consideration of Approval of Consolidated Application for Federal Funding- Richmond Charter Academy | Vote | Prasanth Mudumby | 3 m |
| | Public comment | | | |
| **F.** | Review and Consideration of Approval of Consolidated Application for Federal Funding- Richmond Charter Elementary - Benito Juarez | Vote | Prasanth Mudumby | 3 m |
| | Public comment | | | |
| **G.** | Review and Consideration of Approval of EPA Spending Plan 2026-2027- Downtown Charter Academy | Vote | Prasanth Mudumby | 3 m |
| | Public comment | | | |
| **H.** | Review and Consideration of Approval of EPA Spending Plan 2026-2027- John Henry High School | Vote | Prasanth Mudumby | 3 m |
| | Public comment | | | |
| **I.** | Review and Consideration of Approval of EPA Spending Plan 2026-2027- Richmond Charter Academy | Vote | Prasanth Mudumby | 3 m |
| | Public comment | | | |
| **J.** | Review and Consideration of Approval of EPA Spending Plan 2026-2027- Richmond Charter Elementary- Benito Juarez | Vote | Prasanth Mudumby | 3 m |
| | Public comment | | | |
| **K.** | Review 2025-26 Local Indicators | FYI | Mary Busby | 5 m |
| | For Downtown Charter Academy, John Henry High School, Richmond Charter Academy, and Richmond Charter Elementary- Benito Juarez. | | | |
| | Public comment | | | |

| | | Purpose | Presenter | Time |
|---|---|---|---|---|
| **L.** | Review and Consideration of Adoption of Local Control Accountability Plan (LCAP) - Downtown Charter Academy<br>Public comment | Vote | Mary Busby | 3 m |
| **M.** | Review and Consideration of Adoption of Local Control Accountability Plan (LCAP) - John Henry High School<br>Public comment | Vote | Mary Busby | 3 m |
| **N.** | Review and Consideration of Adoption of Local Control Accountability Plan (LCAP) - Richmond Charter Academy<br>Public comment | Vote | Mary Busby | 3 m |
| **O.** | Review and Consideration of Adoption of Local Control Accountability Plan (LCAP) - Richmond Charter Elementary - Benito Juarez<br>Public comment | Vote | Mary Busby | 3 m |
| **P.** | 2026-2027 Budget Presentation<br>Public comment | FYI | Prasanth Mudumby | 5 m |
| **Q.** | Review and Consideration of Adoption of 2026-2027 Budget - Downtown Charter Academy<br>Public comment | Vote | Prasanth Mudumby | 3 m |
| **R.** | Review and Consideration of Adoption of 2026-2027 Budget - John Henry High School<br>Public comment | Vote | Prasanth Mudumby | 3 m |
| **S.** | Review and Consideration of Adoption of 2026-2027 Budget - Richmond Charter Academy<br>Public comment | Vote | Prasanth Mudumby | 3 m |
| **T.** | Review and Consideration of Adoption of 2026-2027 Budget - Richmond Charter Elementary - Benito Juarez<br>Public comment | Vote | Prasanth Mudumby | 3 m |

| | | Purpose | Presenter | Time |
|---|---|---|---|---|
| **U.** | Review and Consideration of Approval of Prop 28 Annual Reports<br>For Downtown Charter Academy, John Henry High School, Oakland Charter Academy, Richmond Charter Academy, and Richmond Charter Elementary- Benito Juarez.<br>Public comment | Vote | Prasanth Mudumby | 3 m |
| **V.** | Review and Consideration of Approval of 2026-27 Insurance Proposal<br>Public comment | Vote | Maria Arechiga | 3 m |
| **W.** | Review and Consideration of Approval of 2026-27 Measure Ed Contract<br>Public comments | Vote | Maria Arechiga | 3 m |
| **X.** | Review and Consideration of Approval of 2026-27 Revolution Foods Addendum<br>Public comment | Vote | Marisol Magana | 3 m |
| **Y.** | Review and Consideration of Approval of Amendment to Rojas Janitorial Contract<br>Public comment | Vote | Marisol Magana | 3 m |
| **Z.** | Review and Consideration of Approval of 26-2027 The Education Team (TET) Substitute Contract<br>Public comment | Vote | Adrienne Barnes | 3 m |
| **AA.** | Review and Consideration of Approval of 26-2027 Scoot Education Substitute Addendum<br>Public comment | Vote | Adrienne Barnes | 3 m |
| **AB.** | Review and Consideration of Approval of 26-2027 Swing Education Substitute Contract<br>Public comment | Vote | Adrienne Barnes | 3 m |
| **AC.** | Review and Consideration of Approval of Sub Teacher Source (Industry Specific Solution) Substitute Contract | Vote | Adrienne Barnes | 3 m |

| | | Purpose | Presenter | Time |
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| | Public comment | | | |
| **AD.** | Review and Consideration of Approval of Aya Healthcare 2026-27 Master Contract | Vote | Mary Busby | 3 m |
| | Public comment | | | |
| **AE.** | Review and Consideration of Approval of Ed Sped Solution 2026-27 Master Contract | Vote | Mary Busby | 3 m |
| | Public comment | | | |
| **AF.** | Review and Consideration of Approval of Seneca 2026-27 Master Contract | Vote | Mary Busby | 3 m |
| | Public comment | | | |
| **AG.** | Review and Consideration of Approval of 2026-27 HVAC Legacy Maintenance Agreements | Vote | Marisol Magana | 3 m |
| | Agreement covers HVAC for Downtown Charter Academy, 1450 Marina Way South, and John Henry High School. | | | |
| | Public comment | | | |
| **AH.** | Review and Consideration of Approval of USA Shade Project for Downtown Charter Academy | Vote | Marisol Magana | 3 m |
| | Public comment | | | |
| **AI.** | Review and Consideration of Approval of Custom Painting Contracts | Vote | Marisol Magana | 3 m |
| | Contracts are for Downtown Charter Academy, John Henry High School, Richmond Charter Academy, and Richmond Charter Elementary- Benito Juarez. | | | |
| | Public comment | | | |
| **AJ.** | Review and Consideration of Approval of Kya HVAC Contract for Benito Juarez Elementary | Vote | Marisol Magana | 3 m |
| | Public comment | | | |
| **AK.** | Review and Consideration of Approval of Garfias Flooring Inc. Replacement and Repair Proposal for Downtown Charter Academy | Vote | Marisol Magana | 3 m |

| | | Purpose | Presenter | Time |
|---|---|---|---|---|
| | Public comment | | | |
| **AL.** | Review and Consideration of Approval of Bay Pro Landscaping Service Proposals for 1402 and 1450 Marina Way South | Vote | Marisol Magana | 3 m |
| | Public comment | | | |
| **AM.** | Review and Consideration of Approval of Amplify Science & Math Curriculum Quotes | Vote | Mary Busby | 3 m |
| | Public comment | | | |
| | Downtown Charter Academy - Math & Science<br>Richmond Charter Academy - Science<br>Richmond Charter Elementary - Benito Juarez - Science | | | |
| **AN.** | Review and Consideration of Approval of Savvas ELA Curriculum Quotes | Vote | Mary Busby | 3 m |
| | Public comment | | | |
| **AO.** | Review and Consideration of Approval of Family Handbook 2026-2027 | Vote | Maria Arechiga | 3 m |
| | Public comment | | | |
| **AP.** | Review and Consideration of Approval of Employee Handbook 2026-2027 | Vote | Adrienne Barnes | 3 m |
| | Public comment | | | |
| **AQ.** | Review and Consideration of Approval of Oakland Charter Academy Closure Appointee | Vote | Adrienne Barnes | 3 m |
| | Public comment | | | |
| **AR.** | Review and Consideration of Approval of Oakland Charter Academy Closure Plan | Vote | Adrienne Barnes | 3 m |
| | Public comment | | | |
| **AS.** | Review and Consideration of Conditional Approval of Downtown Charter Academy Charter Renewal Petition | Vote | Adrienne Barnes | 5 m |
| | Public comment | | | |

| | | Purpose | Presenter | Time |
|---|---|---|---|---|
| **AT.** | Review and Consideration of Conditional Approval of Richmond Charter Elementary- Benito Juarez Charter Renewal Petition<br>Public comment | Vote | Adrienne Barnes | 5 m |
| **AU.** | Review and Consideration of Approval of Annual Notices<br>Public comment | Vote | Maria Arechiga | 3 m |
| **AV.** | Review and Consideration of Approval of Student Mobile Device Policy<br>Public comment | Vote | Maria Arechiga | 3 m |
| **AW.** | Review and Consideration of Approval of Professional Boundaries Policy (SB848)<br>Public comment | Vote | Maria Arechiga | 3 m |
| **AX.** | Review and Consideration of Approval of Extreme Weather Policy<br>Public comment | Vote | Marisol Magana | 3 m |
| **AY.** | Review and Consideration of Approval of Wellness Policy<br>Public comment | Vote | Marisol Magana | 3 m |
| **AZ.** | Review and Consideration of Approval of Updated Fiscal Policies and Procedures<br>Public comment | Vote | Adrienne Barnes | 3 m |
| **BA.** | Student Enrollment/Recruitment Update & ADA Reflection<br>Public comment | FYI | Marisol Magana | 5 m |
| **BB.** | Staffing/Talent Acquisition and Credentialing Report<br>Public comment | FYI | Vertex Education | 5 m |
| **BC.** | Review and Consideration of Approval of Declaration of Need for Fully Qualified Educators (CL-500)- Downtown Charter Academy | Vote | Sally Li | 3 m |

| | | Purpose | Presenter | Time |
|---|---|---|---|---|
| | Public comment | | | |
| **BD.** | Review and Consideration of Approval of Declaration of Need for Fully Qualified Educators (CL-500)- Richmond Charter Academy | Vote | Sally Li | 3 m |
| | Public comment | | | |
| **BE.** | Review and Consideration of Approval of Master Purchase Order | Vote | Marisol Magana | 3 m |
| | Public comment | | | |
| **BF.** | Oral Report of Executive Compensation Paid to the Chief Executive Officer | Vote | Rodolfo Ornelas | 3 m |
| | Public comment | | | |
| **BG.** | Approval of Employment Agreement for Chief Executive Officer | Vote | Rodolfo Ornelas | 3 m |
| | Public comment | | | |
| **BH.** | Review and Consideration of Approval of Amended AMPS Bylaws | Vote | Rodolfo Ornelas | 3 m |
| | Public comment | | | |
| **BI.** | Review and Consideration of Approval of Salary Bands 2026-2027 | Vote | Adrienne Barnes | 3 m |
| | Public comment | | | |
| **BJ.** | Review and Consideration of Approval of Board Meeting Calendar 2026-2027 | Vote | | 3 m |
| | Public comment | | | |
| **VI.** | **Closing Items** | | | **10:20 PM** |
| **A.** | Adjourn Meeting | FYI | Rodolfo Ornelas | 1 m |

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

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

# Coversheet

## Approval of 05/14/2026 Regular Board Meeting Minutes

**Section:** II. Consent
**Item:** A. Approval of 05/14/2026 Regular Board Meeting Minutes
**Purpose:** Approve Minutes
**Submitted by:**
**Related Material:**
Minutes for Regular Meeting of the AMPS Board of Directors on May 14, 2026

APPROVED

AMPS
AMETHOD PUBLIC SCHOOLS

# Amethod Public Schools

# Minutes

## Regular Meeting of the AMPS Board of Directors

**Date and Time**
Thursday May 14, 2026 at 6:00 PM

**Location**
1450 Marina Way South, Richmond, CA 94804

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**Directors Present**
D. Leung, J. Lerma, L. Martinez, R. Ornelas

**Directors Absent**
M. DiGiorgio

**Guests Present**
A. Barnes, M. Arechiga, M. Busby, M. Magana, S. Li

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## 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 May 14, 2026 at 6:01 PM.

### B. Record Attendance

### C. Announcements

No announcements were made.

### D. Approval of the Agenda

R. Ornelas made a motion to approve the Agenda.

L. Martinez seconded the motion.
The board **VOTED** to approve the motion.

**Roll Call**

| | |
|---|---|
| R. Ornelas | Aye |
| M. DiGiorgio | Absent |
| L. Martinez | Aye |
| J. Lerma | Aye |
| D. Leung | Aye |

### E. Public Comments on Non-Agenda Items

No public comments were made.

## II. Consent

### A. Approval of 03/19/2026 Regular Board Meeting Minutes

D. Leung made a motion to approve the consent agenda and the minutes from Regular Meeting of the AMPS Board of Directors on 03-19-26.
L. Martinez seconded the motion.
The board **VOTED** to approve the motion.

**Roll Call**

| | |
|---|---|
| J. Lerma | Aye |
| R. Ornelas | Aye |
| L. Martinez | Aye |
| D. Leung | Aye |
| M. DiGiorgio | Absent |

### B. Approval of 04/16/2026 Regular Board Meeting Minutes

D. Leung made a motion to approve the minutes from Regular Meeting of the AMPS Board of Directors on 04-16-26.
L. Martinez seconded the motion.
The board **VOTED** to approve the motion.

**Roll Call**

| | |
|---|---|
| J. Lerma | Aye |
| R. Ornelas | Aye |
| L. Martinez | Aye |
| D. Leung | Aye |
| M. DiGiorgio | Absent |

### C. Approve April Check Registers

## III. Closed Session

### A.

**CONFERENCE WITH LEGAL COUNSEL— ANTICIPATED LITIGATION**

**B. Public Employee Performance Evaluation (Gov. Code, § 54957)**

The board reconvened from closed session at 6:55 PM and there were no reportable actions.

## IV. Business

**A. Fiscal Oversight Committee Report**

Board member Davis reported no actions were taken during the Fiscal Committee meeting and the committee asked detailed questions regarding the financials. He deferred the discussion to after budget is presented to the full board.

**B. CEO Report**

Adrienne, CEO discussed AMPS is moving forward with its charter renewal petitions and upcoming community engagement while adjusting DCA's projected enrollment and preparing for summer programming. Additionally, the network has onboarded its new Business Manager, celebrated various student and staff events, and successfully remained on top of its compliance deadlines.

**C. Current Financial Position Overview**

Prasanth, Director of Client Finance at Charter Impact, presented the monthly financial reports, highlighting that all schools are generally operating from a position of financial strength with strong cash balances and healthy fund reserves that exceed requirements. Downtown Charter Academy is trending according to plan and operating from a very healthy position, projected to end the year with $4.735 million in net assets, representing 81.5% of total expenses, and a small surplus of $14,074. John Henry High School is projected to end the year with $1.7 million in net assets, or 26.5% of annual expenses, which is well above the 5% requirement; despite a projected year-end deficit of $123,000, which is slightly higher than the second interim due to lower state aid, its cash balance remains strong at $3.913 million. Richmond Charter Academy is moving in the right direction with a projected year-end deficit of $190,000, which is lower than previously budgeted, and the school maintains a healthy year-end cash projection of $3.090 million, enough to cover roughly 7 months of expenses. At Benito Juarez Elementary, revenue and expenses are moving in line and trending better against the budget than expected, with a projected year-end surplus of $26,111, a fund balance of $3.145 million or 35%, and an excellent cash reserve capable of sustaining 7 months of operations. Finally, Oakland Charter Academy is facing an increased year-end deficit of $456,000 driven by lower-than-expected average daily attendance and lower state funding, but the school remains highly resilient, boasting $4.743 million in net assets, which represents 120% of annual expenses, and a massive cash balance projected at $4.977 million, sufficient to cover 15 months of expenses.

Board member Liz said during the fiscal committee meeting, the committee highlighted two main issues affecting the budget: lower than projected ADA and late invoices from prior year vendors. To address these, the committee recommended utilizing a rolling average of historic figures for more conservative ADA forecasting while prioritizing the reduction of chronic absenteeism, and they questioned the future use of consistently late vendors.

Board member Jorge requested a deeper analysis of how fluctuating ADA numbers impact the budget, and he asked for clarification on what the terms "cash position" and "cash balance" precisely mean in this financial context.

Board Chair Rodolfo requested a reflective presentation on their strategies to improve chronic absenteeism, specifically detailing what initiatives were tried, what will be done differently next year, and what the upcoming plan looks like.

**D. 2026-27 Budget Review**

Prasanth presented the preliminary 2026-2027 budget projections for multiple schools, utilizing a standard 2.87% COLA and prioritizing long-term financial right-sizing to yield growing surpluses and healthy fund balances in the out-years. For Downtown Charter Academy, Benito Juarez Elementary, and John Henry High School, the models project steady surpluses, stable or modestly growing enrollments, and strong cash positions with year-end fund balances scaling well above initial baselines. In contrast, while Richmond Charter Academy is running operationally lean and expects a surplus in the immediate 2026-2027 year, large depreciation charges are driving projected deficits in the following out-years; however, management is actively exploring pathways to mitigate this decline, and the school maintains a strong, growing cash position to meet its forward obligations.

Adrienne, CEO clarified that the depreciation at Richmond Charter Academy is tied to the property build-out, leading leadership to consider options like reducing the management fee to address the financial impact.

Board Chair Rodolfo questioned whether they should be more conservative and reduce the projected attendance rate at John Henry High School down, while also requesting a clearer picture of what the actual enrollment numbers look like for the upcoming year.

Board member Liz noted that the committee elected to use a rolling average for the forecast, but she was unsure whether that figure ended up being higher or lower than the actual P2 attendance results.

**E. Public Hearing: Local Control Accountability Plan (LCAP) - Downtown Charter Academy**

Mary, Senior Director of Student Services and Special Education announced that the board is conducting a public hearing to allow community feedback on the proposed LCAP

and annual budget before its final adoption in June. Developed using input gathered from students, families, staff, and stakeholders, the three-year plan outlines specific school goals, actions, services, and expenditures to address both state and local priorities. Across all schools, the LCAP focuses on three core goals: aligning instruction with rigorous academic standards to improve test scores, boosting parent and community engagement, and fostering safe, inclusive environments that support student social-emotional health.

Public hearing was opened for Downtown Charter Academy. No public comments were made.

**F. Public Hearing: Local Control Accountability Plan (LCAP) - John Henry High School**

Mary shared that John Henry High School shares the same three core LCAP goals, with a specific focus on building infrastructure to combat chronic absenteeism and improve student attendance processes. She highlighted positive trends, including an increased sense of student belonging, decreased suspension rates, and fewer high-visibility campus incidents. Moving forward, the school will emphasize proactive Student Attendance Review Team work, Tier 1 classroom implementations, leveled instructional coaching, and the consistent analysis of data and student work.

Public hearing was opened for John Henry High School. No public comments were made.

**G. Public Hearing: Local Control Accountability Plan (LCAP) - Oakland Charter Academy**

Mary shared that Oakland Charter Academy is successfully meeting growth targets for 64% of its English language learners and fostering a collaborative environment through transparent parent communication. To address areas needing improvement, the school is re-evaluating math intervention strategies and teacher office hours, intensifying family engagement and student incentives to combat chronic absenteeism, and strengthening restorative practices to reverse a recent increase in student suspensions.

Public hearing was opened for Oakland Charter Academy. No public comments were made.

**H. Public Hearing: Local Control Accountability Plan (LCAP) - Richmond Charter Academy**

Mary reported that Richmond Charter Academy staff feel highly supported through weekly live coaching and frequent professional development, while student agency has grown through a new Student Government Association that recently raised $2,200 to fund school incentives. To build on this collaborative culture, the school will continue to prioritize teacher recruitment and retention, refine its instructional coaching systems to

target student achievement gaps, and emphasize small-group, data-driven curriculum implementation.

Public hearing was opened for Richmond Charter Academy. No public comments were made.

**I. Public Hearing: Local Control Accountability Plan (LCAP) - Richmond Charter Elementary - Benito Juarez**

Mary highlighted that Benito Juarez Elementary uses iReady and AIMSweb data to drive precise, small-group interventions for student growth while supporting staff through weekly live coaching and individualized professional growth plans. She noted that the school has built a collaborative culture using transparent parent communication and high-impact events like an upcoming carnival, an SBAC testing parade, and "Danish with Dads." Moving forward, the school's primary areas of focus will include reducing chronic absenteeism, refining instructional coaching and scaffolding systems to target gaps in ELA and math, and sustaining curriculum alignment to meet state standards.

Public hearing was opened for Richmond Charter Elementary - Benito Juarez. No public comments were made.

**J. Enrollment Update**

Marisol, Senior Director of Operations provided a network-wide enrollment update, noting that as of May 8th, there were 480 accepted offers and a projected total network enrollment of 1,498 students across BJE, RCA, JHHS, and DCA. She highlighted that 9th-grade enrollment is the main area of struggle where most declined offers are concentrated, prompting the network to launch targeted digital marketing campaigns and conduct family exit interviews to address concerns like facilities, transportation, and IEP supports.

Board Chair Rodolfo expressed appreciation for the enrollment snapshot and requested that the team return in June with an updated presentation tracking the conversion from student acceptance to final registration, alongside the findings from their root-cause analysis to help understand why middle school students on the same campus are not transferring into the high school.

Board member Jorge expressed concern that the proposed 9th grade root-cause analysis sounded too clinical, suggesting that instead of just gathering data, the network should offer substantial and attractive incentives. Such as guaranteed college admissions or pipeline preferences to encourage students to stay.

**K. Presentation: Bay Area Air District: Local Community Benefit Fund (LCBF) Grant**

Marisol shared that the network is applying for a $5 million grant through the Local Community Benefit Fund, funded by fines levied against the Valero and Chevron

refineries. This is to upgrade HVAC and ventilation systems at Richmond Charter Academy, Benito Juarez, and John Henry High School to improve indoor air quality and energy efficiency.

### L. Review and Consideration of Approval of Kya Quote -Restroom Modernization Project for Downtown Charter Academy

Marisol, shared that Downtown Charter Academy needs to replace several restroom partitions and install proper vinyl flooring, partnering with Kya under the California Multiple Award Schedule (CMAS). The proposed project involves replacing 13 toilet compartments (along with an additional 6) for a total quoted price of $71,166.
R. Ornelas made a motion to approve Kya Quote -Restroom Modernization Project for Downtown Charter Academy.
D. Leung seconded the motion.
The board **VOTED** to approve the motion.

### M. Review and Consideration of Approval of Declaration of Need for Fully Qualified Educators (CL-500)- John Henry High School

Sally, HR Coordinator presented a Declaration of Need for fully qualified educators for the 2026-2027 school year to be submitted to the California Commission on Teacher Credentialing. This document requests authorizations for general limited assignments, CLAD permits, and English Language Learner authorizations to ensure teacher credential compliance at John Henry High School. Sally also shared a quick recap of their progress, noting that three teachers recently completed their CTEL programming, others are currently in progress, and one teacher has successfully added a credential to their general assignment.

Board Chair Rodolfo stated that he would vote to approve the current item but requested a comprehensive teacher credentialing report for their June meeting so the board can see a clear picture of staff credentialing progress moving forward.
R. Ornelas made a motion to approve Declaration of Need for Fully Qualified Educators (CL-500)- John Henry High School.
J. Lerma seconded the motion.
The board **VOTED** to approve the motion.

**Roll Call**

| | |
|---|---|
| J. Lerma | Aye |
| R. Ornelas | Aye |
| M. DiGiorgio | Absent |
| L. Martinez | Aye |
| D. Leung | Aye |

### N. Review and Consideration of Approval of Get Empowered Summer Programming Downtown Charter Academy

Mary shared Get Empowered program for DCA that will provide summer enrichment activities including fitness, martial arts, visual arts, graffiti arts, and theater. This high-quality programming aligns with the Expanded Learning Program for students at an estimated cost of $12,700.
L. Martinez made a motion to approve Get Empowered Summer Programming Downtown Charter Academy.
D. Leung seconded the motion.
The board **VOTED** to approve the motion.

**Roll Call**

| | |
|---|---|
| J. Lerma | Aye |
| D. Leung | Aye |
| R. Ornelas | Aye |
| L. Martinez | Aye |
| M. DiGiorgio | Absent |

## O. Review and Consideration of Approval of Revision to Board Meeting Calendar 2025-2026

Adrienne is requesting that the board reschedule the June 15th meeting to either June 9th or June 11th due to upcoming travel conflicts for herself and several SLT members.
R. Ornelas made a motion to approve Revision to Board Meeting Calendar 2025-2026 and move the June Board Meeting to June 11th.
D. Leung seconded the motion.
The board **VOTED** to approve the motion.

**Roll Call**

| | |
|---|---|
| J. Lerma | Aye |
| M. DiGiorgio | Absent |
| D. Leung | Aye |
| R. Ornelas | Aye |
| L. Martinez | Aye |

## P. Review and Consideration of Approval of Board Meeting Calendar 2026-2027

Adrienne asked the board if they want a meeting or retreat in July and if they wish to continue scheduling their standing board meetings on the third Thursday with some exception dates for 2026-2027.

The board decided to not hold a meeting in July and stated that their standing board meetings on the third Thursday will suffice. They said to bring the Board Meeting Calendar for approval in the June board meeting.

## Q. Review and Consideration of Approval of Cost of Living Adjustment (COLA) 2026-2027

Adrienne requested board approval for a 3% COLA across the board for all staff employed on or before March 1, 2026. This proposed 3% increase slightly exceeds the 2.87% COLA originally proposed by the governor.

Board chair Rodolfo asked about the total financial impact of the proposal.

Adrienne noted that a specific dollar amount is not available but is already accounted for in the preliminary budget.
D. Leung made a motion to approve 3% Cost of Living Adjustment (COLA) increase for 2026-2027 for all employees hired before March 1, 2026.
L. Martinez seconded the motion.
The board **VOTED** to approve the motion.

**Roll Call**

| | |
|---|---|
| L. Martinez | Aye |
| J. Lerma | Aye |
| M. DiGiorgio | Absent |
| D. Leung | Aye |
| R. Ornelas | Aye |

## R. Review and Consideration of Approval of Lead Liberated Contract 2026-2027

Adrienne proposed a contract with Lead Liberated that is funded primarily by CCFPP funds. This contract includes an additional four to five sessions. She requested board authorization to negotiate the final agreement up to $170,000. The continuation of the contract is followed by a desire from the organization to deepen its partnership and fully integrate their deans of instruction throughout the year.
R. Ornelas made a motion to approve Lead Liberated Contract 2026-2027 and CEO authorization to negotiate contract up to $170,000.
L. Martinez seconded the motion.
The board **VOTED** to approve the motion.

**Roll Call**

| | |
|---|---|
| M. DiGiorgio | Absent |
| D. Leung | Aye |
| J. Lerma | Aye |
| L. Martinez | Aye |
| R. Ornelas | Aye |

## S. Review and Consideration of Approval of College Board Invoice

Adrienne presented a delayed College Board invoice from the 2024-2025 fiscal year for AP tests administered at Oakland Charter High School. She requested board approval to officially settle the payment.
D. Leung made a motion to approve College Board Invoice.
L. Martinez seconded the motion.
The board **VOTED** to approve the motion.

**Roll Call**

| | |
|---|---|
| L. Martinez | Aye |
| R. Ornelas | Aye |
| M. DiGiorgio | Absent |
| J. Lerma | Aye |
| D. Leung | Aye |

### T. Review and Acceptance of Amethod Public Schools 2024-2025 Form 990

Adrienne presented the organization's tax return, noting that its extended due date was the following day. She stated that both the internal team and Charter Impact had reviewed the figures without any adjustments, and she asked the board to accept the report.
R. Ornelas made a motion to accept Amethod Public Schools 2024-2025 Form 990.
D. Leung seconded the motion.
The board **VOTED** to approve the motion.

**Roll Call**

| | |
|---|---|
| R. Ornelas | Aye |
| J. Lerma | Aye |
| M. DiGiorgio | Absent |
| D. Leung | Aye |
| L. Martinez | Aye |

### U. Talent Acquisition Update

Adrienne presented a talent acquisition update focused on increasing hiring efficiency and reducing vacancies across AMPS. The network currently has 32 open roles but maintains a strong pipeline with 444 active candidates and over 400 re-engaged applicants from the previous school year. To accelerate hiring, their strategy utilizes the Teach Start Fellows program, strategic internal transfers, and tailored site-level workflows to consistently convert pipeline candidates into active hires.

Board member Liz asked for a rough breakdown of the current staffing vacancies by role type, such as teachers versus instructional support staff, and is clarifying whether the 32 open roles represent a stagnant number or a continuous influx of new job postings.

## V. 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 8:24 PM.

Respectfully Submitted,
R. Ornelas

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

# Coversheet

## Approve May Check Register

**Section:** II. Consent
**Item:** B. Approve May Check Register
**Purpose:** Vote
**Submitted by:**
**Related Material:** AMPS Monthly Check Register - May 2026_final.pdf

**Company name:** Amethod Public Schools
**Report name:** Check register
**Created on:** 6/2/2026

| Bank | Date | Vendor | Document no. | Amount | Notes |
|---|---|---|---|---|---|
| | 5/1/2026 | *ANDR000--AndrewsCamp* | *12542* | *1,500.00* | |
| | 5/1/2026 | *EDSP000--Ed Sped Solutions, Inc* | *12543* | *5,215.20* | |
| | 5/1/2026 | *KING000--King III of America, LLC* | *12544* | *39.17* | |
| | 5/1/2026 | *REDW000--Redwood Health Services, Inc* | *12545* | *5,727.50* | |
| | 5/1/2026 | *RIVI000--Riviera Finance* | *12546* | *9,360.00* | |
| | 5/1/2026 | *SCOO000--Scoot Education* | *12547* | *3,086.00* | |
| | 5/1/2026 | *EDUC002--The Education Team* | *12548* | *4,507.98* | |
| | 5/6/2026 | *CHAR002--Charter Impact* | *12549* | *28,000.00* | |
| | 5/6/2026 | *CROS000--Kelly Le Crosby* | *12550* | *100.71* | |
| | 5/6/2026 | *METR001--Metropolitan Shuttle, Inc.* | *12551* | *13,084.00* | |
| | 5/6/2026 | *TURF000--Turf World Installations* | *12552* | *51,931.00* | *Board-approved contract; required 3 separate checks - full amount approved by Board* |
| | 5/6/2026 | *TURF000--Turf World Installations* | *12553* | *7,000.00* | |
| | 5/6/2026 | *TURF000--Turf World Installations* | *12554* | *32,693.52* | |
| | 5/8/2026 | *AMAZ000--AMAZON CAPITAL SERVICES, INC.* | *12555* | *7,178.69* | |
| | 5/8/2026 | *BAYP000--Bay Pro* | *12556* | *6,014.00* | |
| | 5/8/2026 | *BRAD000--Brady Industries* | *12557* | *981.63* | |
| | 5/8/2026 | *CHAR000--Charter Schools Development Center* | *12558* | *5,760.12* | |
| | 5/8/2026 | *DARW000--Elise Darwish* | *12559* | *3,050.00* | |
| | 5/8/2026 | *FLYN000--Flynn Plumbing, Inc* | *12560* | *588.00* | |
| | 5/8/2026 | *INDU000--Industry Specific Solutions* | *12561* | *6,992.50* | |
| | 5/8/2026 | *INFO000--InfoArmor, Inc* | *12562* | *165.25* | |
| | 5/8/2026 | *INST000--Instructure, Inc* | *12563* | *965.00* | |
| | 5/8/2026 | *LEGA000--Legacy Mechanical & Energy Services, Inc.* | *12564* | *3,502.12* | |
| | 5/8/2026 | *MBCO000--MB Consulting Company* | *12565* | *2,175.00* | |
| | 5/8/2026 | *MEAL000--Mealtime/Harris School Solutions* | *12566* | *4,223.00* | |
| | 5/8/2026 | *MEAS000--Measure Education Inc* | *12567* | *8,239.88* | |
| | 5/8/2026 | *MICH001--Michelle Michelbook* | *12568* | *6,728.00* | |

| | | | | |
|---|---|---|---|---|
| 5/8/2026 | *MVPS000--MVP Sports* | *12569* | *1,664.22* | |
| 5/8/2026 | *OMEG000--Omega Pest Control, Inc.* | *12570* | *325.00* | |
| 5/8/2026 | *ORKI000--Orkin* | *12571* | *187.08* | |
| 5/8/2026 | *OTIS000--Otis Elevator Company* | *12572* | *1,609.00* | |
| 5/8/2026 | *PURE000--Pure Electric, LLC* | *12573* | *1,301.11* | |
| 5/8/2026 | *REDW000--Redwood Health Services, Inc* | *12574* | *11,681.50* | |
| 5/8/2026 | *RIVI000--Riviera Finance* | *12575* | *144,290.00* | *Board-approved contract; Required SPED services* |
| 5/8/2026 | *SAFE001--SafeTight Security* | *12576* | *2,134.62* | |
| 5/8/2026 | *COHE000--Sarah R Cohen* | *12577* | *8,145.00* | |
| 5/8/2026 | *SCHO003--School Food Solutions L3C* | *12578* | *2,868.00* | |
| 5/8/2026 | *SCOO000--Scoot Education* | *12579* | *31,312.00* | |
| 5/8/2026 | *SECU000--SecureDocs Inc.* | *12580* | *8,400.00* | |
| 5/8/2026 | *SENE000--Seneca* | *12581* | *12,120.00* | |
| 5/8/2026 | *STAN000--Standard Insurance Company, Inc. Unit 92* | *12582* | *680.57* | |
| 5/8/2026 | *TRUS000--Trust Ed Solutions* | *12583* | *2,500.00* | |
| 5/13/2026 | *AMAZ000--AMAZON CAPITAL SERVICES, INC.* | *12584* | *1,106.46* | |
| 5/13/2026 | *BAYP000--Bay Pro* | *12585* | *1,507.40* | |
| 5/13/2026 | *CALI006--California's Great America* | *12586* | *3,990.00* | |
| 5/13/2026 | *EBMU296--EBMUD PAYMENT CENTER* | *12587* | *908.88* | |
| 5/13/2026 | *EBMU974--EBMUD PAYMENT CENTER* | *12588* | *1,391.84* | |
| 5/13/2026 | *EMEE000--Eme Enterprise Inc.* | *12589* | *79.94* | |
| 5/13/2026 | *FLYN000--Flynn Plumbing, Inc* | *12590* | *3,555.00* | |
| 5/13/2026 | *GET 000--Get Empowered* | *12591* | *10,125.00* | |
| 5/13/2026 | *HOPS000--HopSkipDrive, Inc* | *12592* | *3,904.44* | |
| 5/13/2026 | *INDU000--Industry Specific Solutions* | *12593* | *11,782.50* | |
| 5/13/2026 | *REPU967--Republic Services #851* | *12594* | *5,248.33* | |
| 5/13/2026 | *REPU448--Republic Services #851* | *12595* | *5,699.67* | |
| 5/13/2026 | *BAUT000--Rojas Building Solution and Janitorial Services* | *12596* | *36,980.00* | |
| 5/13/2026 | *SCOO000--Scoot Education* | *12597* | *5,340.71* | |

| | | | | |
|---|---|---|---|---|
| 5/13/2026 | *STAP000--Staples* | *12598* | *781.97* | |
| 5/13/2026 | *STAR000--Star Elevator, Inc.* | *12599* | *205.14* | |
| 5/13/2026 | *THEB000--The Berkeley Chess School* | *12600* | *765.00* | |
| 5/13/2026 | *EDUC002--The Education Team* | *12601* | *1,702.00* | |
| 5/13/2026 | *VERT000--Vertex Support Services LLC* | *12602* | *12,197.88* | |
| 5/13/2026 | *WADF000--Wadford Martial Arts* | *12603* | *2,075.00* | |
| 5/15/2026 | *BLIC000--Blick Art Materials LLC* | *12604* | *720.76* | |
| 5/15/2026 | *BRAD000--Brady Industries* | *12605* | *5,813.21* | |
| 5/15/2026 | *CERT000--Certified Languages International, LLC* | *12606* | *980.10* | |
| 5/15/2026 | *CHAR002--Charter Impact* | *12607* | *99.39* | |
| 5/15/2026 | *COLL000--College Board* | *12608* | *34,150.00* | |
| 5/15/2026 | *GUAR000--Guardian* | *12609* | *10,117.10* | |
| 5/15/2026 | *INDU000--Industry Specific Solutions* | *12610* | *7,517.50* | |
| 5/15/2026 | *LEGA000--Legacy Mechanical & Energy Services, Inc.* | *12611* | *5,128.41* | |
| 5/15/2026 | *RSOV000--R & S Overhead Garage Door Inc* | *12612* | *745.00* | |
| 5/15/2026 | *REED000--Reed Brothers Security* | *12613* | *3,150.42* | |
| 5/15/2026 | *REGA000--Regal Home Repair* | *12614* | *800.00* | |
| 5/15/2026 | *SCOO000--Scoot Education* | *12615* | *128,024.15* | *Board-approved contract; substitute services* |
| 5/15/2026 | *SENE000--Seneca* | *12616* | *12,000.00* | |
| 5/15/2026 | *EDUC002--The Education Team* | *12617* | *1,997.16* | |
| 5/20/2026 | *BRAD000--Brady Industries* | *12618* | *4,861.94* | |
| 5/20/2026 | *EBMU961--EBMUD PAYMENT CENTER* | *12619* | *2,290.06* | |
| 5/20/2026 | *EDSP000--Ed Sped Solutions, Inc* | *12620* | *25,109.80* | |
| 5/20/2026 | *EMEE000--Eme Enterprise Inc.* | *12621* | *85.91* | |
| 5/20/2026 | *FISH000--Fisher & Phillips LLP* | | | |
| 5/20/2026 | *GET 000--Get Empowered* | *12623* | *2,600.00* | |
| 5/20/2026 | *LEGA000--Legacy Mechanical & Energy Services, Inc.* | *12624* | *9,493.68* | |
| 5/20/2026 | *MBCO000--MB Consulting Company* | *12625* | *1,087.50* | |
| 5/20/2026 | *PURE000--Pure Electric, LLC* | *12626* | *224.00* | |
| 5/20/2026 | *STAP000--Staples* | *12627* | *163.00* | |

| | | | |
|---|---|---|---|
| 5/20/2026 | *SWIN000--Swing Education* | *12628* | *406.00* |
| 5/20/2026 | *UPNE000--UpNex Sports Academy* | *12629* | *1,190.00* |
| 5/22/2026 | *ABRA000--Abrams Associates Traffic Engineering, Inc.* | *12630* | *7,730.00* |
| 5/22/2026 | *CORD000--Cordance Operations LLC* | *12631* | *10,031.47* |
| 5/22/2026 | *GET 000--Get Empowered* | *12632* | *700.00* |
| 5/22/2026 | *HOPS000--HopSkipDrive, Inc* | *12633* | *4,963.31* |
| 5/22/2026 | *INDU000--Industry Specific Solutions* | *12634* | *4,365.00* |
| 5/22/2026 | *LANG000--Language Line Services, Inc* | *12635* | *327.61* |
| 5/22/2026 | *LEGA000--Legacy Mechanical & Energy Services, Inc.* | *12636* | *1,390.02* |
| 5/22/2026 | *PROC000--Procopio* | | |
| 5/22/2026 | *SCOO000--Scoot Education* | *12638* | *24,873.59* |
| 5/22/2026 | *STAP000--Staples* | *12639* | *767.72* |
| 5/22/2026 | *SWIN000--Swing Education* | *12640* | *1,218.00* |
| 5/22/2026 | *EDUC002--The Education Team* | *12641* | *13,142.82* |
| 5/22/2026 | *YOUN000--Young & Minney & Corr, LLP* | | |
| 5/27/2026 | *CHAR001--Charterup LLC* | *12643* | *3,525.64* |
| 5/27/2026 | *CROC000--Crockett Recreation Department* | *12644* | *2,519.00* |
| 5/27/2026 | *EBMU827--EBMUD PAYMENT CENTER* | *12645* | *706.08* |
| 5/27/2026 | *GET 000--Get Empowered* | *12646* | *1,500.00* |
| 5/27/2026 | *GUAR000--Guardian* | *12647* | *9,802.70* |
| 5/27/2026 | *THOM002--Hae-Sin Thomas* | *12648* | *12,000.00* |
| 5/27/2026 | *INDU000--Industry Specific Solutions* | *12649* | *3,880.00* |
| 5/27/2026 | *ROJO000--Jordan Rojo* | *12650* | *2,180.00* |
| 5/27/2026 | *MONT000--Joyce Montgomery* | *12651* | *5,500.00* |
| 5/27/2026 | *METL000--Met Life* | *12652* | *1,780.96* |
| 5/27/2026 | *NAVI000--Navitas Credit Corp* | *12653* | *3,110.19* |
| 5/27/2026 | *ORKI000--Orkin* | *12654* | *187.08* |
| 5/29/2026 | *VELI000--Alan Veliz* | *12655* | *50.68* |
| 5/29/2026 | *AMAZ000--AMAZON CAPITAL SERVICES, INC.* | *12656* | *8,410.37* |

| | | | | |
|---|---|---|---|---|
| 5/29/2026 | *AYAH000--Aya Healthcare, Inc* | *12657* | *56,490.80* | *Board-approved contract; required SPED services* |
| 5/29/2026 | *BAYA002--Bay Area Discovery Muesum* | *12658* | *540.00* | |
| 5/29/2026 | *BAYP000--Bay Pro* | *12659* | *2,000.00* | |
| 5/29/2026 | *CHRI001--Christy White, Inc* | *12660* | *10,614.37* | |
| 5/29/2026 | *EBMU226--EBMUD PAYMENT CENTER* | *12661* | *908.88* | |
| 5/29/2026 | *EDSP000--Ed Sped Solutions, Inc* | *12662* | *10,600.00* | |
| 5/29/2026 | *FLYN000--Flynn Plumbing, Inc* | *12663* | *1,273.00* | |
| 5/29/2026 | *INFO000--InfoArmor, Inc* | *12664* | *165.25* | |
| 5/29/2026 | *REED000--Reed Brothers Security* | *12665* | *500.00* | |
| 5/29/2026 | *SENE000--Seneca* | *12666* | *10,800.00* | |
| 5/29/2026 | *STAP000--Staples* | *12667* | *659.41* | |
| 5/29/2026 | *SWIN000--Swing Education* | *12668* | *1,218.00* | |

# Coversheet

## Review of Comparable Compensation Data for Charter School CEOs/Executive Directors/Principals

**Section:** III. Business I
**Item:** A. Review of Comparable Compensation Data for Charter School CEOs/Executive Directors/Principals
**Purpose:** Discuss
**Submitted by:**
**Related Material:**
AMPS CEO Compensation Comparability Study (June 2026) (4929-6526-1490.v1).docx.pdf

**Governing Board of Amethod Public Schools**
**Summary of Compensation and Benefits Survey Data for**
**Chief Executive Officer**

**June 2026**

IRS rules require fair and reasonable compensation for nonprofit executives. In reviewing the reasonableness of compensation for nonprofit executives, the IRS considers "compensation" broadly and will look at the value of salary, as well as non-fixed compensation (incentive compensation/bonuses), and benefits.

Below is a summary of findings following review and comparison of a sampling of total compensation levels received by educational leaders in Northern California. Compensation figures are from the State Controller's Office or from the Internal Revenue Service (Form 990) for the 2024 or 2025 calendar or fiscal years (the most recent available). Student enrollment figures are from the California School Dashboard for the 2025 calendar year. The CEO of Amethod Public Schools oversees six charter schools in Alameda and Contra Costa Counties with a total population of approximately 1,976 students. The five charter schools and two school districts included in this study have an average student population of 1,609 students.

Of the positions sampled, the average total compensation package (base salary plus other compensation) is approximately $319,674. The average base salary is approximately $271,078. The range of base salary is $206,200 to $354,147. Salaries can range based on many factors such as experience, tenure at the school, student populations, staff size, and location of the charter school.

The compensation information below is from the 2024 and 2025 calendar or fiscal years. As a result, conservatively adding 3% for each year to reach updated figures for the 2026-27 school year would provide an average total compensation of $337,943, and an average base salary of $286,516.

| **Making Waves Academy (Contra Costa County)** | **1,078 Students** |
|---|---|
| CEO | |
| **Total Compensation Package** | **$451,118** |
| Base Salary | $354,147 |
| Other Compensation (Benefits and Retirement) | $96,971 |
| **Leadership Public Schools (Contra Costa and Alameda Counties)** | **1,292 Students** |
| Superintendent | |
| **Total Compensation Package** | **$245,378** |
| Base Salary | $206,200 |
| Other Compensation (Benefits and Retirement) | $39,178 |
| **Lighthouse Community Public Schools (Alameda County)** | **1,553 Students** |
| CEO | |
| **Total Compensation Package** | **$271,604** |
| Base Salary | $242,400 |
| Other Compensation (Benefits and Retirement) | $29,204 |
| **Moraga Elementary (Contra Costa County)** | **1,805 Students** |
| Superintendent | |

| | |
|---|---|
| **Total Compensation Package** | **$294,689** |
| Base Salary | $246,310 |
| Other Compensation (Benefits and Retirement) | $48,379 |
| **Orinda Union (Contra Costa County)** | **2,594 Students** |
| Superintendent | |
| **Total Compensation Package** | **$318,826** |
| Base Salary | $268,081 |
| Other Compensation (Benefits and Retirement) | $50,745 |
| **Caliber Schools (Contra Costa and Solano Counties)** | **1,946 Students** |
| CEO | |
| **Total Compensation Package** | **$320,990** |
| Base Salary | $281,250 |
| Other Compensation (Benefits and Retirement) | $39,740 |
| **Bullis Charter (Santa Clara County)** | **997 Students** |
| Executive Director | |
| **Total Compensation Package** | **$335,112** |
| Base Salary | $299,157 |
| Other Compensation (Benefits and Retirement) | $35,955 |

# Coversheet

## CEO Report

**Section:** V. Business ll
**Item:** B. CEO Report
**Purpose:** FYI
**Submitted by:**
**Related Material:** June CEO Report 6.11.2026.pdf

# AMPS Leadership Presentation

## CEO Update

## June 11, 2026

AMPS

HONOR HARD WORK

# Goal #1 - Renewal & Material Revision Leadership

- Charter Renewals for DCA & BJE:
  - Working toward July submissions w/consultants
  - Next steps - continued meetings w/FIA & 5C, community engagement

AMPS

HONOR HARD WORK

Overall: Near Track

# Goal #2 - Governance Communication, Compliance Transparency, and Role Clarity

- Evaluation framework being updated
- Committee work continuing
- Continued CEO report
- Board packets generally aligned with agenda posting

AMPS

HONOR HARD WORK

Overall: Near Track

# Goal #3 - Financial and Operational Stabilization

- Business Manager started in May
- CEO/Cabinet decision-making/role clarity
- Defined roles/buckets for 2025-26, will revise for 2026-27

AMPS

HONOR HARD WORK

Overall: On Track for 2026-27

# Events

- Graduations - June 2-5
- Last Day of School - June 4
- All AMPS Sites Summer Break - June 29 - July 3
- Leadership Retreat - July 20-22
- Staff return/begin - August 3
- Summit (All Staff PD) - August 4-5
- Potential Board Meeting - August 13
- First Day of School - August 18
- Board Meeting - August 27th

AMPS

HONOR HARD WORK

# Thank you

AMPS

HONOR HARD WORK

# Coversheet

## Review and Consideration of Approval of Consolidated Application for Federal Funding- Downtown Charter Academy

**Section:** V. Business ll
**Item:** C. Review and Consideration of Approval of Consolidated Application for Federal Funding- Downtown Charter Academy
**Purpose:** Vote
**Submitted by:**
**Related Material:** FY27-Amethod DCA-Summer Application.pdf

**California Department of Education** **Consolidated Application**

Downtown Charter Academy (01 61259 0129635)

Status: Draft
Saved by: charter impact
Date: 5/30/2026 11:03 AM

# 2024–25 Title II, Part A Fiscal Year Expenditure Report, 24 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2024 through June 30, 2026.

**CDE Program Contact:**

Alice Ng (Fiscal), Division Support Office, ANg@cde.ca.gov , 916-323-4636
Lisa Fassett (Program), Professional Learning Support & Monitoring Office, LFassett@cde.ca.gov, 916-323-4963

| | |
|---|---|
| 2024–25 Title II, Part A allocation | $8,659 |
| Transferred–in amount | $0 |
| Transferred–out amount | $0 |
| 2024–25 Total allocation | $8,659 |

**Professional Development Expenditures**

| | |
|---|---|
| Professional development for teachers | $2,600 |
| Professional development for administrators | $0 |
| Consulting/Professional services | $0 |
| Induction programs | $0 |
| Books and other supplies | $0 |
| Dues and membership | $0 |
| Travel and conferences | $0 |

**Personnel and Other Authorized Activities**

| | |
|---|---|
| Certificated personnel salaries | $6,059 |
| Classified personnel salaries | $0 |
| Employee benefits | $0 |
| Developing or improving an evaluation system | $0 |
| Recruitment activities | $0 |
| Retention activities | $0 |
| Class size reduction | $0 |

**Program Expenditures**

| | |
|---|---|
| Direct administrative costs | $0 |
| Indirect costs | $0 |
| Equitable services for nonprofit private schools | $0 |
| Total expenditures | $8,659 |
| 2024–25 Unspent funds | $0 |

***Warning***
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**California Department of Education** **Consolidated Application**

Downtown Charter Academy (01 61259 0129635)

Status: Draft
Saved by: charter impact
Date: 5/30/2026 11:12 AM

# 2025–26 Title II, Part A Fiscal Year Expenditure Report, 12 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2025 through June 30, 2026.

**CDE Program Contact:**

Alice Ng (Fiscal), Division Support Office, ANg@cde.ca.gov , 916-323-4636
Lisa Fassett (Program), Professional Learning Support & Monitoring Office, LFassett@cde.ca.gov, 916-323-4963

| | |
|---|---|
| 2025–26 Title II, Part A allocation | $12,662 |
| Transferred–in amount | $0 |
| Transferred–out amount | $0 |
| 2025–26 Total allocation | $12,662 |

**Professional Development Expenditures**

| | |
|---|---|
| Professional development for teachers | $12,662 |
| Professional development for administrators | $0 |
| Consulting/Professional services | $0 |
| Induction programs | $0 |
| Books and other supplies | $0 |
| Dues and membership | $0 |
| Travel and conferences | $0 |

**Personnel and Other Authorized Activities**

| | |
|---|---|
| Certificated personnel salaries | $0 |
| Classified personnel salaries | $0 |
| Employee benefits | $0 |
| Developing or improving an evaluation system | $0 |
| Recruitment activities | $0 |
| Retention activities | $0 |
| Class size reduction | $0 |

**Program Expenditures**

| | |
|---|---|
| Direct administrative costs | $0 |
| Indirect costs | $0 |
| Equitable services for nonprofit private schools | $0 |
| Total expenditures | $12,662 |
| 2025–26 Unspent funds | $0 |

***Warning***
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# 2025–26 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

**CDE Program Contact:**

Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov , 916-327-9692
Deborah Avalos, Integrated Student Support and Programs Office, DAvalos@cde.ca.gov, 916-319-0599

## Homeless Education Certification

The LEA hereby assures that the LEA has met the following requirements:

1. Designated a staff person as the liaison for homeless children and youths;

2. Developed a written policy that supports the enrollment and retention of homeless children and youths in schools of the LEA which:

a) Includes policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless;

b) Includes a dispute resolution process;

c) Ensures that transportation is provided for a homeless child or youth to and from the school of origin if requested by the parent, guardian or homeless liaison;

3. Disseminated public notice of the educational rights of homeless children and youths where such children and youths receive services under the provisions of the Education for Homeless Children and Youths Act.

### Homeless Liaison Contact Information

| | |
|---|---|
| Homeless liaison first name | Maria |
| Homeless liaison last name | Arechiga |
| Homeless liaison title | Chief Strategy and Compliance Officer |
| Homeless liaison email address<br>(Format: abc@xyz.zyx) | marechiga@amethodschools.org |
| Homeless liaison telephone number<br>(Format: 999-999-9999) | 510-436-0172 |
| Homeless liaison telephone extension | |
| Enter the full-time equivalent (FTE) for all personnel directly responsible for the implementation of homeless education<br>(Format: 0.00) | 0 |

### Homeless Liaison Training Information

*****Warning*****
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**California Department of Education** **Consolidated Application**

Downtown Charter Academy (01 61259 0129635)

Status: Draft
Saved by: charter impact
Date: 5/30/2026 11:16 AM

# 2025–26 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

**CDE Program Contact:**

Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov , 916-327-9692
Deborah Avalos, Integrated Student Support and Programs Office, DAvalos@cde.ca.gov, 916-319-0599

| | |
|---|---|
| Has the homeless liaison attended and/or participated in a homeless education liaison training within the last two years | Yes |
| Has the homeless liaison provided training to the following personnel: | |
| Principals and other school leaders | Yes |
| Attendance officers and registrars | Yes |
| Teachers and instructional assistants | Yes |
| School counselors | Yes |

## Homeless Education Policy and Requirements

| | |
|---|---|
| Does the LEA have a written homeless education policy | Yes |
| No policy comment<br>Provide an explanation why the LEA does not have a homeless education policy. (Maximum 500 characters) | |
| Date LEA's board approved the homeless education policy | 08/02/2021 |
| Does the LEA meet the above federal requirements | Yes |
| Compliance comment<br>Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters) | |

## Housing Questionnaire Identifying Homeless Children

| | |
|---|---|
| Does your LEA use a housing questionnaire to assist with the identification of homeless children and youth | Yes |
| Does the housing questionnaire include best practices, rights, and protections afforded to homeless children and youth | No |
| Is the housing questionnaire made available in paper form | No |
| Did your LEA administer the housing questionnaire to all student body during the school year | No |

## Title I, Part A Homeless Expenditures

| | |
|---|---|
| 2025–26 Title I, Part A LEA allocation | $100,693 |
| 2025–26 Title I, Part A direct or indirect services to homeless children reservation | $1 |

***Warning***
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# 2025–26 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

**CDE Program Contact:**

Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov , 916-327-9692
Deborah Avalos, Integrated Student Support and Programs Office, DAvalos@cde.ca.gov, 916-319-0599

| | |
|---|---|
| Amount of 2025–26 Title I, Part A funds expended or encumbered for direct or indirect services for homeless children | $0 |
| Homeless services provided<br><br>(Maximum 500 characters) | |
| No expenditures or encumbrances comment<br><br>Provide an explanation why there are no Title I, Part A expenditures or encumbrances for homeless services. (Maximum 500 characters) | Charter will spend Title funding as necessary when homeless students are identified. |

***Warning***
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**California Department of Education** **Consolidated Application**

Downtown Charter Academy (01 61259 0129635)

Status: Draft
Saved by: charter impact
Date: 5/30/2026 10:57 AM

# 2026–27 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

**CDE Program Contact:**

Carrie Lopes, Title I Policy, Program, and Support Office, CLopes@cde.ca.gov, 916-319-0126

## Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

| | |
|---|---|
| The authorized representative agrees to the above statement | Yes |
| Authorized Representative's Full Name | Adrienne Barnes |
| Authorized Representative's Title | Chief Operating Officer |
| Authorized Representative's Signature Date | |
| Comment<br>If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters) | |

*****Warning*****
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# 2026–27 LCAP Federal Addendum Certification

**CDE Program Contact:**
Local Agency Systems Support Office, LCAPAddendum@cde.ca.gov, 916-323-5233

## Initial Application

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

## Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

| | |
|---|---|
| **County Office of Education (COE) or District**<br>For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP | |
| **Direct Funded Charter**<br>Enter the adoption date of the current LCAP | 06/12/2025 |
| Authorized Representative's Full Name | Adrienne Barnes |
| Authorized Representative's Title | Chief Operating Officer |

***Warning***
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**California Department of Education** **Consolidated Application**

Downtown Charter Academy (01 61259 0129635)

Status: Draft
Saved by: charter impact
Date: 5/30/2026 10:59 AM

# 2026–27 Application for Funding

**CDE Program Contact:**
Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

## Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

| | |
|---|---|
| By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year | Yes |

## District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

| | |
|---|---|
| By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year | Yes |

## Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

| | |
|---|---|
| **Title I, Part A (Basic Grant)**<br>ESSA Sec. 1111et seq.<br>SACS 3010 | Yes |
| **Title II, Part A (Supporting Effective Instruction)**<br>ESEA Sec. 2104<br>SACS 4035 | Yes |
| **Title III English Learner**<br>ESEA Sec. 3102<br>SACS 4203 | No |
| **Title III Immigrant**<br>ESEA Sec. 3102<br>SACS 4201 | No |
| **Title IV, Part A (Student and School Support)**<br>ESSA Sec. 4101<br>SACS 4127 | Yes |

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**California Department of Education** **Consolidated Application**

Downtown Charter Academy (01 61259 0129635)

Status: Draft
Saved by: charter impact
Date: 5/30/2026 11:01 AM

# 2026–27 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education (CDE) oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

**CDE Program Contact:**

Hilary Thomson, Fiscal Oversight and Support Office, HThomson@cde.ca.gov, 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the CDE web site at https://www.cde.ca.gov/fg/ac/sa/.

| | |
|---|---|
| 2026–27 Request for authorization | Yes |
| LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system<br>(Maximum 500 characters) | No known deficiencies |

***Warning***
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# Coversheet

## Review and Consideration of Approval of Consolidated Application for Federal Funding- John Henry High School

**Section:** V. Business II
**Item:** D. Review and Consideration of Approval of Consolidated Application for Federal Funding- John Henry High School
**Purpose:** Vote
**Submitted by:**
**Related Material:** FY27-Amethod JHHS-Summer Application.pdf

**California Department of Education** **Consolidated Application**

John Henry High (07 77354 0132233)

Status: Draft
Saved by: charter impact
Date: 6/1/2026 10:58 AM

# 2024–25 Title II, Part A Fiscal Year Expenditure Report, 24 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2024 through June 30, 2026.

**CDE Program Contact:**

Alice Ng (Fiscal), Division Support Office, ANg@cde.ca.gov , 916-323-4636
Lisa Fassett (Program), Professional Learning Support & Monitoring Office, LFassett@cde.ca.gov, 916-323-4963

| | |
|---|---|
| 2024–25 Title II, Part A allocation | $11,966 |
| Transferred–in amount | $0 |
| Transferred–out amount | $0 |
| 2024–25 Total allocation | $11,966 |

**Professional Development Expenditures**

| | |
|---|---|
| Professional development for teachers | $0 |
| Professional development for administrators | $0 |
| Consulting/Professional services | $0 |
| Induction programs | $0 |
| Books and other supplies | $0 |
| Dues and membership | $0 |
| Travel and conferences | $0 |

**Personnel and Other Authorized Activities**

| | |
|---|---|
| Certificated personnel salaries | $11,966 |
| Classified personnel salaries | $0 |
| Employee benefits | $0 |
| Developing or improving an evaluation system | $0 |
| Recruitment activities | $0 |
| Retention activities | $0 |
| Class size reduction | $0 |

**Program Expenditures**

| | |
|---|---|
| Direct administrative costs | $0 |
| Indirect costs | $0 |
| Equitable services for nonprofit private schools | $0 |
| Total expenditures | $11,966 |
| 2024–25 Unspent funds | $0 |

***Warning***
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**California Department of Education** **Consolidated Application**

John Henry High (07 77354 0132233)

Status: Draft
Saved by: charter impact
Date: 6/1/2026 11:17 AM

# 2025–26 Title II, Part A Fiscal Year Expenditure Report, 12 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2025 through June 30, 2026.

**CDE Program Contact:**

Alice Ng (Fiscal), Division Support Office, ANg@cde.ca.gov , 916-323-4636
Lisa Fassett (Program), Professional Learning Support & Monitoring Office, LFassett@cde.ca.gov, 916-323-4963

| | |
|---|---|
| 2025–26 Title II, Part A allocation | $14,603 |
| Transferred–in amount | $0 |
| Transferred–out amount | $0 |
| 2025–26 Total allocation | $14,603 |

**Professional Development Expenditures**

| | |
|---|---|
| Professional development for teachers | $5,250 |
| Professional development for administrators | $0 |
| Consulting/Professional services | $0 |
| Induction programs | $0 |
| Books and other supplies | $0 |
| Dues and membership | $0 |
| Travel and conferences | $0 |

**Personnel and Other Authorized Activities**

| | |
|---|---|
| Certificated personnel salaries | $0 |
| Classified personnel salaries | $0 |
| Employee benefits | $0 |
| Developing or improving an evaluation system | $0 |
| Recruitment activities | $0 |
| Retention activities | $0 |
| Class size reduction | $0 |

**Program Expenditures**

| | |
|---|---|
| Direct administrative costs | $0 |
| Indirect costs | $0 |
| Equitable services for nonprofit private schools | $0 |
| Total expenditures | $5,250 |
| 2025–26 Unspent funds | $9,353 |

***Warning***
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# 2025–26 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

**CDE Program Contact:**

Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov , 916-327-9692
Deborah Avalos, Integrated Student Support and Programs Office, DAvalos@cde.ca.gov, 916-319-0599

## Homeless Education Certification

The LEA hereby assures that the LEA has met the following requirements:

1. Designated a staff person as the liaison for homeless children and youths;

2. Developed a written policy that supports the enrollment and retention of homeless children and youths in schools of the LEA which:

a) Includes policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless;

b) Includes a dispute resolution process;

c) Ensures that transportation is provided for a homeless child or youth to and from the school of origin if requested by the parent, guardian or homeless liaison;

3. Disseminated public notice of the educational rights of homeless children and youths where such children and youths receive services under the provisions of the Education for Homeless Children and Youths Act.

### Homeless Liaison Contact Information

| | |
|---|---|
| Homeless liaison first name | Maria |
| Homeless liaison last name | Arechiga |
| Homeless liaison title | Chief Strategy and Compliance Officer |
| Homeless liaison email address<br>(Format: abc@xyz.zyx) | marechiga@amethodschools.org |
| Homeless liaison telephone number<br>(Format: 999-999-9999) | 510-436-0172 |
| Homeless liaison telephone extension | |
| Enter the full-time equivalent (FTE) for all personnel directly responsible for the implementation of homeless education<br>(Format: 0.00) | 0 |

### Homeless Liaison Training Information

*****Warning*****
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**California Department of Education** **Consolidated Application**

John Henry High (07 77354 0132233)

Status: Draft
Saved by: charter impact
Date: 6/1/2026 11:13 AM

# 2025–26 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

**CDE Program Contact:**

Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov , 916-327-9692
Deborah Avalos, Integrated Student Support and Programs Office, DAvalos@cde.ca.gov, 916-319-0599

| | |
|---|---|
| Has the homeless liaison attended and/or participated in a homeless education liaison training within the last two years | Yes |
| Has the homeless liaison provided training to the following personnel: | |
| Principals and other school leaders | Yes |
| Attendance officers and registrars | Yes |
| Teachers and instructional assistants | Yes |
| School counselors | Yes |

## Homeless Education Policy and Requirements

| | |
|---|---|
| Does the LEA have a written homeless education policy | Yes |
| No policy comment<br>Provide an explanation why the LEA does not have a homeless education policy. (Maximum 500 characters) | |
| Date LEA's board approved the homeless education policy | 08/02/2021 |
| Does the LEA meet the above federal requirements | Yes |
| Compliance comment<br>Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters) | |

## Housing Questionnaire Identifying Homeless Children

| | |
|---|---|
| Does your LEA use a housing questionnaire to assist with the identification of homeless children and youth | Yes |
| Does the housing questionnaire include best practices, rights, and protections afforded to homeless children and youth | No |
| Is the housing questionnaire made available in paper form | No |
| Did your LEA administer the housing questionnaire to all student body during the school year | No |

## Title I, Part A Homeless Expenditures

| | |
|---|---|
| 2025–26 Title I, Part A LEA allocation | $123,886 |
| 2025–26 Title I, Part A direct or indirect services to homeless children reservation | $1 |

***Warning***
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# 2025–26 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

**CDE Program Contact:**

Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov , 916-327-9692
Deborah Avalos, Integrated Student Support and Programs Office, DAvalos@cde.ca.gov, 916-319-0599

| | |
|---|---|
| Amount of 2025–26 Title I, Part A funds expended or encumbered for direct or indirect services for homeless children | $0 |
| Homeless services provided<br><br>(Maximum 500 characters) | |
| No expenditures or encumbrances comment<br><br>Provide an explanation why there are no Title I, Part A expenditures or encumbrances for homeless services. (Maximum 500 characters) | Charter will spend Title funding as necessary when homeless students are identified. |

*****Warning*****
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**California Department of Education** **Consolidated Application**

John Henry High (07 77354 0132233)

Status: Draft
Saved by: charter impact
Date: 6/1/2026 10:54 AM

# 2026–27 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

**CDE Program Contact:**

Carrie Lopes, Title I Policy, Program, and Support Office, CLopes@cde.ca.gov, 916-319-0126

## Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

| | |
|---|---|
| The authorized representative agrees to the above statement | Yes |
| Authorized Representative's Full Name | Adrienne Barnes |
| Authorized Representative's Title | Chief Operating Officer |
| Authorized Representative's Signature Date | |
| Comment<br>If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters) | |

***Warning***
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

# 2026–27 LCAP Federal Addendum Certification

**CDE Program Contact:**
Local Agency Systems Support Office, LCAPAddendum@cde.ca.gov, 916-323-5233

## Initial Application

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

## Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

| | |
|---|---|
| **County Office of Education (COE) or District**<br>For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP | |
| **Direct Funded Charter**<br>Enter the adoption date of the current LCAP | 06/12/2025 |
| Authorized Representative's Full Name | Adrienne Barnes |
| Authorized Representative's Title | Chief Operating Officer |

***Warning***
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**California Department of Education** **Consolidated Application**

John Henry High (07 77354 0132233)

Status: Draft
Saved by: charter impact
Date: 6/1/2026 10:55 AM

# 2026–27 Application for Funding

**CDE Program Contact:**
Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

## Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

| | |
|---|---|
| By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year | Yes |

## District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

| | |
|---|---|
| By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year | Yes |

## Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

| | |
|---|---|
| **Title I, Part A (Basic Grant)**<br>ESSA Sec. 1111 et seq.<br>SACS 3010 | Yes |
| **Title II, Part A (Supporting Effective Instruction)**<br>ESEA Sec. 2104<br>SACS 4035 | Yes |
| **Title III English Learner**<br>ESEA Sec. 3102<br>SACS 4203 | No |
| **Title III Immigrant**<br>ESEA Sec. 3102<br>SACS 4201 | No |
| **Title IV, Part A (Student and School Support)**<br>ESSA Sec. 4101<br>SACS 4127 | Yes |

***Warning***
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**California Department of Education** **Consolidated Application**

John Henry High (07 77354 0132233)

Status: Draft
Saved by: charter impact
Date: 6/1/2026 10:56 AM

# 2026–27 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education (CDE) oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

**CDE Program Contact:**

Hilary Thomson, Fiscal Oversight and Support Office, HThomson@cde.ca.gov, 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the CDE web site at https://www.cde.ca.gov/fg/ac/sa/.

| | |
|---|---|
| 2026–27 Request for authorization | Yes |
| LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system<br>(Maximum 500 characters) | No known deficiencies. |

***Warning***
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

# Coversheet

## Review and Consideration of Approval of Consolidated Application for Federal Funding- Richmond Charter Academy

**Section:** V. Business II
**Item:** E. Review and Consideration of Approval of Consolidated Application for Federal Funding- Richmond Charter Academy
**Purpose:** Vote
**Submitted by:**
**Related Material:** FY27-Amethod RCA-Summer Application.pdf

**California Department of Education** **Consolidated Application**

Richmond Charter Academy (07 10074 0126805)

Status: Draft
Saved by: charter impact
Date: 6/1/2026 12:18 PM

# 2024–25 Title II, Part A Fiscal Year Expenditure Report, 24 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2024 through June 30, 2026.

**CDE Program Contact:**

Alice Ng (Fiscal), Division Support Office, ANg@cde.ca.gov , 916-323-4636
Lisa Fassett (Program), Professional Learning Support & Monitoring Office, LFassett@cde.ca.gov, 916-323-4963

| | |
|---|---|
| 2024–25 Title II, Part A allocation | $9,921 |
| Transferred–in amount | $0 |
| Transferred–out amount | $0 |
| 2024–25 Total allocation | $9,921 |

**Professional Development Expenditures**

| | |
|---|---|
| Professional development for teachers | $1,950 |
| Professional development for administrators | $0 |
| Consulting/Professional services | $0 |
| Induction programs | $0 |
| Books and other supplies | $0 |
| Dues and membership | $0 |
| Travel and conferences | $0 |

**Personnel and Other Authorized Activities**

| | |
|---|---|
| Certificated personnel salaries | $7,971 |
| Classified personnel salaries | $0 |
| Employee benefits | $0 |
| Developing or improving an evaluation system | $0 |
| Recruitment activities | $0 |
| Retention activities | $0 |
| Class size reduction | $0 |

**Program Expenditures**

| | |
|---|---|
| Direct administrative costs | $0 |
| Indirect costs | $0 |
| Equitable services for nonprofit private schools | $0 |
| Total expenditures | $9,921 |
| 2024–25 Unspent funds | $0 |

***Warning***
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**California Department of Education** **Consolidated Application**

Richmond Charter Academy (07 10074 0126805)

Status: Draft
Saved by: charter impact
Date: 6/1/2026 12:24 PM

# 2025–26 Title II, Part A Fiscal Year Expenditure Report, 12 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2025 through June 30, 2026.

**CDE Program Contact:**

Alice Ng (Fiscal), Division Support Office, ANg@cde.ca.gov , 916-323-4636
Lisa Fassett (Program), Professional Learning Support & Monitoring Office, LFassett@cde.ca.gov, 916-323-4963

| | |
|---|---|
| 2025–26 Title II, Part A allocation | $13,289 |
| Transferred–in amount | $0 |
| Transferred–out amount | $0 |
| 2025–26 Total allocation | $13,289 |

**Professional Development Expenditures**

| | |
|---|---|
| Professional development for teachers | $313 |
| Professional development for administrators | $0 |
| Consulting/Professional services | $0 |
| Induction programs | $0 |
| Books and other supplies | $0 |
| Dues and membership | $0 |
| Travel and conferences | $0 |

**Personnel and Other Authorized Activities**

| | |
|---|---|
| Certificated personnel salaries | $0 |
| Classified personnel salaries | $0 |
| Employee benefits | $0 |
| Developing or improving an evaluation system | $0 |
| Recruitment activities | $0 |
| Retention activities | $0 |
| Class size reduction | $0 |

**Program Expenditures**

| | |
|---|---|
| Direct administrative costs | $0 |
| Indirect costs | $0 |
| Equitable services for nonprofit private schools | $0 |
| Total expenditures | $313 |
| 2025–26 Unspent funds | $12,976 |

***Warning***
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# 2025–26 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

**CDE Program Contact:**

Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov , 916-327-9692
Deborah Avalos, Integrated Student Support and Programs Office, DAvalos@cde.ca.gov, 916-319-0599

## Homeless Education Certification

The LEA hereby assures that the LEA has met the following requirements:

1. Designated a staff person as the liaison for homeless children and youths;

2. Developed a written policy that supports the enrollment and retention of homeless children and youths in schools of the LEA which:

a) Includes policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless;

b) Includes a dispute resolution process;

c) Ensures that transportation is provided for a homeless child or youth to and from the school of origin if requested by the parent, guardian or homeless liaison;

3. Disseminated public notice of the educational rights of homeless children and youths where such children and youths receive services under the provisions of the Education for Homeless Children and Youths Act.

### Homeless Liaison Contact Information

| | |
|---|---|
| Homeless liaison first name | Maria |
| Homeless liaison last name | Arechiga |
| Homeless liaison title | Chief Strategy and Compliance Officer |
| Homeless liaison email address<br>(Format: abc@xyz.zyx) | marechinga@amethodschools.org |
| Homeless liaison telephone number<br>(Format: 999-999-9999) | 510-436-0172 |
| Homeless liaison telephone extension | |
| Enter the full-time equivalent (FTE) for all personnel directly responsible for the implementation of homeless education<br>(Format: 0.00) | 0 |

### Homeless Liaison Training Information

***Warning***
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# 2025–26 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

**CDE Program Contact:**

Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov , 916-327-9692
Deborah Avalos, Integrated Student Support and Programs Office, DAvalos@cde.ca.gov, 916-319-0599

| | |
|---|---|
| Has the homeless liaison attended and/or participated in a homeless education liaison training within the last two years | Yes |
| Has the homeless liaison provided training to the following personnel: | |
| Principals and other school leaders | Yes |
| Attendance officers and registrars | Yes |
| Teachers and instructional assistants | Yes |
| School counselors | Yes |

## Homeless Education Policy and Requirements

| | |
|---|---|
| Does the LEA have a written homeless education policy | Yes |
| No policy comment<br>Provide an explanation why the LEA does not have a homeless education policy. (Maximum 500 characters) | |
| Date LEA's board approved the homeless education policy | 08/02/2021 |
| Does the LEA meet the above federal requirements | Yes |
| Compliance comment<br>Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters) | |

## Housing Questionnaire Identifying Homeless Children

| | |
|---|---|
| Does your LEA use a housing questionnaire to assist with the identification of homeless children and youth | Yes |
| Does the housing questionnaire include best practices, rights, and protections afforded to homeless children and youth | No |
| Is the housing questionnaire made available in paper form | No |
| Did your LEA administer the housing questionnaire to all student body during the school year | No |

## Title I, Part A Homeless Expenditures

| | |
|---|---|
| 2025–26 Title I, Part A LEA allocation | $109,890 |
| 2025–26 Title I, Part A direct or indirect services to homeless children reservation | $1 |

*****Warning*****
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**California Department of Education** **Consolidated Application**

Richmond Charter Academy (07 10074 0126805)

Status: Draft
Saved by: charter impact
Date: 6/1/2026 12:24 PM

# 2025–26 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

**CDE Program Contact:**

Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov , 916-327-9692
Deborah Avalos, Integrated Student Support and Programs Office, DAvalos@cde.ca.gov, 916-319-0599

| | |
|---|---|
| Amount of 2025–26 Title I, Part A funds expended or encumbered for direct or indirect services for homeless children | $0 |
| Homeless services provided<br><br>(Maximum 500 characters) | |
| No expenditures or encumbrances comment<br><br>Provide an explanation why there are no Title I, Part A expenditures or encumbrances for homeless services. (Maximum 500 characters) | Charter will spend Title funding as necessary when homeless students are identified. |

***Warning***
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**California Department of Education** **Consolidated Application**

Richmond Charter Academy (07 10074 0126805)

Status: Draft
Saved by: charter impact
Date: 6/1/2026 12:07 PM

# 2026–27 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

**CDE Program Contact:**

Carrie Lopes, Title I Policy, Program, and Support Office, CLopes@cde.ca.gov, 916-319-0126

## Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

| | |
|---|---|
| The authorized representative agrees to the above statement | Yes |
| Authorized Representative's Full Name | Adrienne Barnes |
| Authorized Representative's Title | Chief Operations Officer |
| Authorized Representative's Signature Date | |
| Comment<br>If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters) | |

***Warning***
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# 2026–27 LCAP Federal Addendum Certification

**CDE Program Contact:**
Local Agency Systems Support Office, LCAPAddendum@cde.ca.gov, 916-323-5233

## Initial Application

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

## Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

| | |
|---|---|
| **County Office of Education (COE) or District**<br>For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP | |
| **Direct Funded Charter**<br>Enter the adoption date of the current LCAP | 06/12/2025 |
| Authorized Representative's Full Name | Adrienne Barnes |
| Authorized Representative's Title | Chief Operations Officer |

***Warning***
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**California Department of Education** **Consolidated Application**

Richmond Charter Academy (07 10074 0126805)

Status: Draft
Saved by: charter impact
Date: 6/1/2026 12:08 PM

# 2026–27 Application for Funding

**CDE Program Contact:**
Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

## Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

| | |
|---|---|
| By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year | Yes |

## District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

| | |
|---|---|
| By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year | Yes |

## Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

| | |
|---|---|
| **Title I, Part A (Basic Grant)**<br>ESSA Sec. 1111et seq.<br>SACS 3010 | Yes |
| **Title II, Part A (Supporting Effective Instruction)**<br>ESEA Sec. 2104<br>SACS 4035 | Yes |
| **Title III English Learner**<br>ESEA Sec. 3102<br>SACS 4203 | No |
| **Title III Immigrant**<br>ESEA Sec. 3102<br>SACS 4201 | No |
| **Title IV, Part A (Student and School Support)**<br>ESSA Sec. 4101<br>SACS 4127 | Yes |

***Warning***
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**California Department of Education** **Consolidated Application**

Richmond Charter Academy (07 10074 0126805)

Status: Draft
Saved by: charter impact
Date: 6/1/2026 12:09 PM

# 2026–27 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education (CDE) oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

**CDE Program Contact:**

Hilary Thomson, Fiscal Oversight and Support Office, HThomson@cde.ca.gov, 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the CDE web site at https://www.cde.ca.gov/fg/ac/sa/.

| | |
|---|---|
| 2026–27 Request for authorization | Yes |
| LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system<br>(Maximum 500 characters) | No known deficiencies. |

***Warning***
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# Coversheet

## Review and Consideration of Approval of Consolidated Application for Federal Funding- Richmond Charter Elementary - Benito Juarez

**Section:** V. Business II
**Item:** F. Review and Consideration of Approval of Consolidated Application for Federal Funding- Richmond Charter Elementary - Benito Juarez
**Purpose:** Vote
**Submitted by:**
**Related Material:** FY27-Amethod BJE-Summer Application.pdf

**California Department of Education** **Consolidated Application**

Richmond Charter Elementary-Benito Juarez (07 61796 0129643)

Status: Draft
Saved by: charter impact
Date: 5/28/2026 3:02 PM

# 2024–25 Title II, Part A Fiscal Year Expenditure Report, 24 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2024 through June 30, 2026.

**CDE Program Contact:**

Alice Ng (Fiscal), Division Support Office, ANg@cde.ca.gov , 916-323-4636
Lisa Fassett (Program), Professional Learning Support & Monitoring Office, LFassett@cde.ca.gov, 916-323-4963

| | |
|---|---|
| 2024–25 Title II, Part A allocation | $14,280 |
| Transferred–in amount | $1 |
| Transferred–out amount | $0 |
| 2024–25 Total allocation | $14,281 |

**Professional Development Expenditures**

| | |
|---|---|
| Professional development for teachers | $0 |
| Professional development for administrators | $0 |
| Consulting/Professional services | $0 |
| Induction programs | $0 |
| Books and other supplies | $1,404 |
| Dues and membership | $0 |
| Travel and conferences | $0 |

**Personnel and Other Authorized Activities**

| | |
|---|---|
| Certificated personnel salaries | $12,877 |
| Classified personnel salaries | $0 |
| Employee benefits | $0 |
| Developing or improving an evaluation system | $0 |
| Recruitment activities | $0 |
| Retention activities | $0 |
| Class size reduction | $0 |

**Program Expenditures**

| | |
|---|---|
| Direct administrative costs | $0 |
| Indirect costs | $0 |
| Equitable services for nonprofit private schools | $0 |
| Total expenditures | $14,281 |
| 2024–25 Unspent funds | $0 |

***Warning***
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**California Department of Education** **Consolidated Application**

Richmond Charter Elementary-Benito Juarez (07 61796 0129643)

Status: Draft
Saved by: charter impact
Date: 5/28/2026 3:07 PM

# 2025–26 Title II, Part A Fiscal Year Expenditure Report, 12 Months

A report of year-to-date expenditures by activity. Activity period covered is July 1, 2025 through June 30, 2026.

**CDE Program Contact:**

Alice Ng (Fiscal), Division Support Office, ANg@cde.ca.gov , 916-323-4636
Lisa Fassett (Program), Professional Learning Support & Monitoring Office, LFassett@cde.ca.gov, 916-323-4963

| | |
|---|---|
| 2025–26 Title II, Part A allocation | $21,775 |
| Transferred–in amount | $0 |
| Transferred–out amount | $0 |
| 2025–26 Total allocation | $21,775 |

**Professional Development Expenditures**

| | |
|---|---|
| Professional development for teachers | $15,950 |
| Professional development for administrators | $0 |
| Consulting/Professional services | $0 |
| Induction programs | $0 |
| Books and other supplies | $0 |
| Dues and membership | $0 |
| Travel and conferences | $0 |

**Personnel and Other Authorized Activities**

| | |
|---|---|
| Certificated personnel salaries | $0 |
| Classified personnel salaries | $0 |
| Employee benefits | $0 |
| Developing or improving an evaluation system | $0 |
| Recruitment activities | $0 |
| Retention activities | $0 |
| Class size reduction | $0 |

**Program Expenditures**

| | |
|---|---|
| Direct administrative costs | $0 |
| Indirect costs | $0 |
| Equitable services for nonprofit private schools | $0 |
| Total expenditures | $15,950 |
| 2025–26 Unspent funds | $5,825 |

***Warning***
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

# 2025–26 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

**CDE Program Contact:**

Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov , 916-327-9692
Deborah Avalos, Integrated Student Support and Programs Office, DAvalos@cde.ca.gov, 916-319-0599

## Homeless Education Certification

The LEA hereby assures that the LEA has met the following requirements:

1. Designated a staff person as the liaison for homeless children and youths;

2. Developed a written policy that supports the enrollment and retention of homeless children and youths in schools of the LEA which:

a) Includes policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless;

b) Includes a dispute resolution process;

c) Ensures that transportation is provided for a homeless child or youth to and from the school of origin if requested by the parent, guardian or homeless liaison;

3. Disseminated public notice of the educational rights of homeless children and youths where such children and youths receive services under the provisions of the Education for Homeless Children and Youths Act.

## Homeless Liaison Contact Information

| | |
|---|---|
| Homeless liaison first name | Maria |
| Homeless liaison last name | Arechiga |
| Homeless liaison title | Chief Strategy and Compliance Officer |
| Homeless liaison email address<br>(Format: abc@xyz.zyx) | marechinga@amethodschools.org |
| Homeless liaison telephone number<br>(Format: 999-999-9999) | 510-436-0172 |
| Homeless liaison telephone extension | |
| Enter the full-time equivalent (FTE) for all personnel directly responsible for the implementation of homeless education<br>(Format: 0.00) | 0 |

## Homeless Liaison Training Information

*****Warning*****
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

# 2025–26 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

**CDE Program Contact:**

Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov , 916-327-9692
Deborah Avalos, Integrated Student Support and Programs Office, DAvalos@cde.ca.gov, 916-319-0599

| | |
|---|---|
| Has the homeless liaison attended and/or participated in a homeless education liaison training within the last two years | Yes |
| Has the homeless liaison provided training to the following personnel: | |
| Principals and other school leaders | Yes |
| Attendance officers and registrars | Yes |
| Teachers and instructional assistants | Yes |
| School counselors | Yes |

## Homeless Education Policy and Requirements

| | |
|---|---|
| Does the LEA have a written homeless education policy | Yes |
| No policy comment<br>Provide an explanation why the LEA does not have a homeless education policy. (Maximum 500 characters) | |
| Date LEA's board approved the homeless education policy | 08/02/2021 |
| Does the LEA meet the above federal requirements | Yes |
| Compliance comment<br>Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters) | |

## Housing Questionnaire Identifying Homeless Children

| | |
|---|---|
| Does your LEA use a housing questionnaire to assist with the identification of homeless children and youth | Yes |
| Does the housing questionnaire include best practices, rights, and protections afforded to homeless children and youth | No |
| Is the housing questionnaire made available in paper form | No |
| Did your LEA administer the housing questionnaire to all student body during the school year | No |

## Title I, Part A Homeless Expenditures

| | |
|---|---|
| 2025–26 Title I, Part A LEA allocation | $181,886 |
| 2025–26 Title I, Part A direct or indirect services to homeless children reservation | $1 |

***Warning***
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# 2025–26 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

**CDE Program Contact:**

Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov , 916-327-9692
Deborah Avalos, Integrated Student Support and Programs Office, DAvalos@cde.ca.gov, 916-319-0599

| | |
|---|---|
| Amount of 2025–26 Title I, Part A funds expended or encumbered for direct or indirect services for homeless children | $0 |
| Homeless services provided<br><br>(Maximum 500 characters) | |
| No expenditures or encumbrances comment<br><br>Provide an explanation why there are no Title I, Part A expenditures or encumbrances for homeless services. (Maximum 500 characters) | Charter will spend Title funding as necessary when homeless students are identified. |

***Warning***
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**California Department of Education** **Consolidated Application**

Richmond Charter Elementary-Benito Juarez (07 61796 0129643)

Status: Draft
Saved by: charter impact
Date: 5/28/2026 2:54 PM

# 2026–27 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

**CDE Program Contact:**

Carrie Lopes, Title I Policy, Program, and Support Office, CLopes@cde.ca.gov, 916-319-0126

## Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

| | |
|---|---|
| The authorized representative agrees to the above statement | Yes |
| Authorized Representative's Full Name | Adrienne Barnes |
| Authorized Representative's Title | Chief Operations Officer |
| Authorized Representative's Signature Date | |
| Comment<br>If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters) | |

***Warning***
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# 2026–27 LCAP Federal Addendum Certification

**CDE Program Contact:**
Local Agency Systems Support Office, LCAPAddendum@cde.ca.gov, 916-323-5233

## Initial Application

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

## Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

| | |
|---|---|
| **County Office of Education (COE) or District**<br>For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP | |
| **Direct Funded Charter**<br>Enter the adoption date of the current LCAP | 06/12/2025 |
| Authorized Representative's Full Name | Adrienne Barnes |
| Authorized Representative's Title | Chief Operations Officer |

***Warning***
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# 2026–27 Application for Funding

**CDE Program Contact:**
Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

## Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

| | |
|---|---|
| By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year | Yes |

## District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

| | |
|---|---|
| By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year | Yes |

## Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

| | |
|---|---|
| **Title I, Part A (Basic Grant)**<br>ESSA Sec. 1111et seq.<br>SACS 3010 | Yes |
| **Title II, Part A (Supporting Effective Instruction)**<br>ESEA Sec. 2104<br>SACS 4035 | Yes |
| **Title III English Learner**<br>ESEA Sec. 3102<br>SACS 4203 | No |
| **Title III Immigrant**<br>ESEA Sec. 3102<br>SACS 4201 | No |
| **Title IV, Part A (Student and School Support)**<br>ESSA Sec. 4101<br>SACS 4127 | Yes |

***Warning***
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**California Department of Education** **Consolidated Application**

Richmond Charter Elementary-Benito Juarez (07 61796 0129643)

Status: Draft
Saved by: charter impact
Date: 5/28/2026 2:56 PM

# 2026–27 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education (CDE) oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

**CDE Program Contact:**

Hilary Thomson, Fiscal Oversight and Support Office, HThomson@cde.ca.gov, 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the CDE web site at https://www.cde.ca.gov/fg/ac/sa/.

| | |
|---|---|
| 2026–27 Request for authorization | Yes |
| LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system<br>(Maximum 500 characters) | No known deficiencies. |

***Warning***
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# Coversheet

## Review and Consideration of Approval of EPA Spending Plan 2026-2027- Downtown Charter Academy

**Section:** V. Business II
**Item:** G. Review and Consideration of Approval of EPA Spending Plan 2026-2027- Downtown Charter Academy
**Purpose:** Vote
**Submitted by:**
**Related Material:** FY27 AMPS.DCA. EPA Budget 6.5.26.pdf

CHARTER IMPACT

# Downtown Charter Academy

## Education Protection Account (EPA) Budget

Projected for the year ending June 30, 2027

# Background

- EPA funding is a component of total LCFF entitlement. Established by Proposition 30 and extended by Proposition 55, it is composed of a portion of State Sales Taxes as well as additional taxes paid by high income earners in California.
- There are statutory requirements on restricting EPA funding to instructional spending, and each LEA decides locally how to best allocate funds.
- California Constitution requires all districts, counties and charter schools to report on their websites how much money was received from the EPA and how that money was spent.
- A board approved expenditure plan is required so the expenditures can be appropriately applied.

# Downtown Charter Academy
## 2026-27 Education Protection Account
## Expenditures Detail

**Actual Expenditures from July 1, 2026 to June 30, 2027**
**Resource 1400 Education Protection Account**

| Description | Object Codes | Amount |
|---|---|---|
| **AMOUNT AVAILABLE FOR THIS FISCAL YEAR** | | |
| Adjusted Beginning Fund Balance | 9791-9795 | 0.00 |
| Revenue Limit Sources | 8010-8099 | 73,340.00 |
| Federal Revenue | 8100-8299 | 0.00 |
| Other State Revenue | 8300-8599 | 0.00 |
| Other Local Revenue | 8600-8799 | 0.00 |
| All Other Financing Sources and Contributions | 8900-8999 | 0.00 |
| Deferred Revenue | 9650 | 0.00 |
| TOTAL AVAILABLE | | 73,340.00 |
| **EXPENDITURES AND OTHER FINANCING USES** | | |
| **(Objects 1000-7999)** | | |
| Certificated Salaries | 1000-1999 | 51,338.00 |
| Classified Salaries | 2000-2999 | 0.00 |
| Employee Benefits | 3000-3999 | 22,002.00 |
| Books and Supplies | 4000-4999 | 0.00 |
| Services, Other Operating Expenses | 5000-5999 | 0.00 |
| Capital Outlay | 6000-6599 | 0.00 |
| Other Outgo (excluding Direct Support/Indirect Costs) | 7100-7299, 7400-7499 | 0.00 |
| Direct Support/Indirect Costs | 7300-7399 | 0.00 |
| TOTAL EXPENDITURES AND OTHER FINANCING USES | | 73,340.00 |
| **BALANCE (Total Available minus Total Expenditures and Other Financing Uses)** | | 0.00 |

# Coversheet

## Review and Consideration of Approval of EPA Spending Plan 2026-2027- John Henry High School

**Section:** V. Business II
**Item:** H. Review and Consideration of Approval of EPA Spending Plan 2026-2027- John Henry High School
**Purpose:** Vote
**Submitted by:**
**Related Material:** FY27 AMPS.JHHS. EPA Budget 6.5.26.pdf

CHARTER IMPACT

# John Henry High School

## Education Protection Account (EPA) Budget

Projected for the year ending June 30, 2027

# Background

- EPA funding is a component of total LCFF entitlement. Established by Proposition 30 and extended by Proposition 55, it is composed of a portion of State Sales Taxes as well as additional taxes paid by high income earners in California.
- There are statutory requirements on restricting EPA funding to instructional spending, and each LEA decides locally how to best allocate funds.
- California Constitution requires all districts, counties and charter schools to report on their websites how much money was received from the EPA and how that money was spent.
- A board approved expenditure plan is required so the expenditures can be appropriately applied.

# John Henry High School
## 2026-27 Education Protection Account
## Expenditures Detail

**Actual Expenditures from July 1, 2026 to June 30, 2027**
**Resource 1400 Education Protection Account**

| Description | Object Codes | Amount |
|---|---|---|
| **AMOUNT AVAILABLE FOR THIS FISCAL YEAR** | | |
| Adjusted Beginning Fund Balance | 9791-9795 | 0.00 |
| Revenue Limit Sources | 8010-8099 | 57,040.00 |
| Federal Revenue | 8100-8299 | 0.00 |
| Other State Revenue | 8300-8599 | 0.00 |
| Other Local Revenue | 8600-8799 | 0.00 |
| All Other Financing Sources and Contributions | 8900-8999 | 0.00 |
| Deferred Revenue | 9650 | 0.00 |
| TOTAL AVAILABLE | | 57,040.00 |
| **EXPENDITURES AND OTHER FINANCING USES** | | |
| **(Objects 1000-7999)** | | |
| Certificated Salaries | 1000-1999 | 39,928.00 |
| Classified Salaries | 2000-2999 | 0.00 |
| Employee Benefits | 3000-3999 | 17,112.00 |
| Books and Supplies | 4000-4999 | 0.00 |
| Services, Other Operating Expenses | 5000-5999 | 0.00 |
| Capital Outlay | 6000-6599 | 0.00 |
| Other Outgo (excluding Direct Support/Indirect Costs) | 7100-7299, 7400-7499 | 0.00 |
| Direct Support/Indirect Costs | 7300-7399 | 0.00 |
| TOTAL EXPENDITURES AND OTHER FINANCING USES | | 57,040.00 |
| **BALANCE (Total Available minus Total Expenditures and Other Financing Uses)** | | 0.00 |

# Coversheet

## Review and Consideration of Approval of EPA Spending Plan 2026-2027- Richmond Charter Academy

**Section:** V. Business ll
**Item:** I. Review and Consideration of Approval of EPA Spending Plan 2026-2027- Richmond Charter Academy
**Purpose:** Vote
**Submitted by:**
**Related Material:** FY27 AMPS.RCA. EPA Budget 6.5.26.pdf

CHARTER IMPACT

# Richmond Charter Academy

## Education Protection Account (EPA) Budget

Projected for the year ending June 30, 2027

# Background

- EPA funding is a component of total LCFF entitlement. Established by Proposition 30 and extended by Proposition 55, it is composed of a portion of State Sales Taxes as well as additional taxes paid by high income earners in California.
- There are statutory requirements on restricting EPA funding to instructional spending, and each LEA decides locally how to best allocate funds.
- California Constitution requires all districts, counties and charter schools to report on their websites how much money was received from the EPA and how that money was spent.
- A board approved expenditure plan is required so the expenditures can be appropriately applied.

# Richmond Charter Academy
## 2026-27 Education Protection Account
## Expenditures Detail

**Actual Expenditures from July 1, 2026 to June 30, 2027**
**Resource 1400 Education Protection Account**

| Description | Object Codes | Amount |
|---|---|---|
| **AMOUNT AVAILABLE FOR THIS FISCAL YEAR** | | |
| Adjusted Beginning Fund Balance | 9791-9795 | 0.00 |
| Revenue Limit Sources | 8010-8099 | 807,739.00 |
| Federal Revenue | 8100-8299 | 0.00 |
| Other State Revenue | 8300-8599 | 0.00 |
| Other Local Revenue | 8600-8799 | 0.00 |
| All Other Financing Sources and Contributions | 8900-8999 | 0.00 |
| Deferred Revenue | 9650 | 0.00 |
| TOTAL AVAILABLE | | 807,739.00 |
| **EXPENDITURES AND OTHER FINANCING USES** | | |
| **(Objects 1000-7999)** | | |
| Certificated Salaries | 1000-1999 | 565,417.30 |
| Classified Salaries | 2000-2999 | 0.00 |
| Employee Benefits | 3000-3999 | 242,321.70 |
| Books and Supplies | 4000-4999 | 0.00 |
| Services, Other Operating Expenses | 5000-5999 | 0.00 |
| Capital Outlay | 6000-6599 | 0.00 |
| Other Outgo (excluding Direct Support/Indirect Costs) | 7100-7299, 7400-7499 | 0.00 |
| Direct Support/Indirect Costs | 7300-7399 | 0.00 |
| TOTAL EXPENDITURES AND OTHER FINANCING USES | | 807,739.00 |
| **BALANCE (Total Available minus Total Expenditures and Other Financing Uses)** | | 0.00 |

# Coversheet

## Review and Consideration of Approval of EPA Spending Plan 2026-2027- Richmond Charter Elementary- Benito Juarez

**Section:** V. Business ll
**Item:** J. Review and Consideration of Approval of EPA Spending Plan 2026-2027- Richmond Charter Elementary- Benito Juarez
**Purpose:** Vote
**Submitted by:**
**Related Material:** FY27 AMPS.BJE. EPA Budget 6.5.26.pdf

CHARTER IMPACT

# Benito Juarez Elementary

## Education Protection Account (EPA) Budget

Projected for the year ending June 30, 2027

# Background

- EPA funding is a component of total LCFF entitlement. Established by Proposition 30 and extended by Proposition 55, it is composed of a portion of State Sales Taxes as well as additional taxes paid by high income earners in California.
- There are statutory requirements on restricting EPA funding to instructional spending, and each LEA decides locally how to best allocate funds.
- California Constitution requires all districts, counties and charter schools to report on their websites how much money was received from the EPA and how that money was spent.
- A board approved expenditure plan is required so the expenditures can be appropriately applied.

# Richmond Charter Academy - Benito Juarez Elementary
## 2026-27 Education Protection Account
## Expenditures Detail

**Actual Expenditures from July 1, 2026 to June 30, 2027**
**Resource 1400 Education Protection Account**

| Description | Object Codes | Amount |
|---|---|---|
| **AMOUNT AVAILABLE FOR THIS FISCAL YEAR** | | |
| Adjusted Beginning Fund Balance | 9791-9795 | 0.00 |
| Revenue Limit Sources | 8010-8099 | 88,802.00 |
| Federal Revenue | 8100-8299 | 0.00 |
| Other State Revenue | 8300-8599 | 0.00 |
| Other Local Revenue | 8600-8799 | 0.00 |
| All Other Financing Sources and Contributions | 8900-8999 | 0.00 |
| Deferred Revenue | 9650 | 0.00 |
| TOTAL AVAILABLE | | 88,802.00 |
| **EXPENDITURES AND OTHER FINANCING USES** | | |
| **(Objects 1000-7999)** | | |
| Certificated Salaries | 1000-1999 | 62,161.40 |
| Classified Salaries | 2000-2999 | 0.00 |
| Employee Benefits | 3000-3999 | 26,640.60 |
| Books and Supplies | 4000-4999 | 0.00 |
| Services, Other Operating Expenses | 5000-5999 | 0.00 |
| Capital Outlay | 6000-6599 | 0.00 |
| Other Outgo (excluding Direct Support/Indirect Costs) | 7100-7299, 7400-7499 | 0.00 |
| Direct Support/Indirect Costs | 7300-7399 | 0.00 |
| TOTAL EXPENDITURES AND OTHER FINANCING USES | | 88,802.00 |
| **BALANCE (Total Available minus Total Expenditures and Other Financing Uses)** | | 0.00 |

# Coversheet

## Review 2025-26 Local Indicators

**Section:** V. Business ll
**Item:** K. Review 2025-26 Local Indicators
**Purpose:** FYI
**Submitted by:**
**Related Material:** AMPS_25-26_Local Indicators.pptx (3).pdf

BACKGROUND:

As part of California's accountability system, local educational agencies are required to annually measure and report progress on the California School Dashboard Local Indicators. These indicators assess implementation and progress in areas that are not measured through statewide performance metrics.

AMPS
HONOR HARD WORK

# 25-26 CA School Dashboard Local Indicators

June 11, 2026



California School DASHBOARD

# CA School Dashboard

AMPS
HONOR HARD WORK

State measures include chronic absenteeism, graduation rate, suspension rate, English learner progress, and academic performance

Local measures are reported based on data available only at the local level. These measures include clean and safe buildings, implementation of academic standards, school climate, parent and family engagement, and access to a broad course of study.




California School DASHBOARD

# CA School Dashboard - Local Indicators

AMPS
HONOR HARD WORK

Six indicators based on information collected by school districts, county offices of education and charter schools regarding LCFF priorities:

- Priority 1: Basic Conditions
- Priority 2: Implementation of State Academic Standards
- Priority 3: Parent Involvement and Family Engagement
- Priority 4: Student Achievement*
- Priority 6: School Climate, as measured by a local survey
- Priority 7: Access to a Broad Course of Study



California School DASHBOARD

# PRIORITY 1: BASIC SERVICES

AMPS
HONOR HARD WORK

Standard:

- The Local Educational Agency (LEA) annually measures its progress in meeting the Williams settlement requirements at 100% at all of its school sites, as applicable

- Promptly addresses any complaints or other deficiencies identified throughout the academic year, as applicable;

- Provides information annually on progress meeting this standard to its local governing board and to stakeholders and the public through the evaluation rubrics

# PRIORITY 1: BASIC SERVICES

AMPS
HONOR HARD WORK

| | BJE | DCA | OCA | RCA | JHHS |
|---|---|---|---|---|---|
| Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home | 0 | 0 | 0 | 0 | 0 |
| Number of identified instances where facilities do not meet the "good repair" standard (including deficiencies and extreme deficiencies) | 0 | 0 | 0 | 0 | 0 |

AMPS
HONOR HARD WORK

# PRIORITY 2: IMPLEMENTATION OF ACADEMIC STANDARDS

Standard:

- The Local Educational Agency (LEA) annually measures its progress implementing state academic standards

- Reports the results to its local governing board at a regularly scheduled meeting of the local governing board and to stakeholders and the public through the evaluation rubrics

# PRIORITY 2: IMPLEMENTATION OF ACADEMIC STANDARDS -

## Downtown Charter Academy

AMPS
HONOR HARD WORK

| | 1<br>Exploration and Research | 2<br>Beginning Development | 3<br>Initial Implementation | 4<br>Full Implementation | 5<br>Full Implementation and Sustainability |
|---|---|---|---|---|---|
| Professional Learning | | | | | 5 |
| Instructional Materials - Standards aligned and in all classrooms | | | | | 5 |
| CTE, health education, PE, VAPA and World Language | | | | | 5 |
| Identifying and Providing Professional Learning | | | | 4 | |

# PRIORITY 2: IMPLEMENTATION OF ACADEMIC STANDARDS - John Henry High School

AMPS
HONOR HARD WORK

| | 1 Exploration and Research | 2 Beginning Development | 3 Initial Implementation | 4 Full Implementation | 5 Full Implementation and Sustainability |
|---|---|---|---|---|---|
| Professional Learning | | | 3 | | |
| Instructional Materials - Standards aligned and in all classrooms | | | | 4 | |
| CTE, health education, PE, VAPA and World Language | | | 3 | | |
| Identifying and Providing Professional Learning | | | | 4 | |

# PRIORITY 2: IMPLEMENTATION OF ACADEMIC STANDARDS - Oakland Charter Academy

AMPS
HONOR HARD WORK

| | 1 Exploration and Research | 2 Beginning Development | 3 Initial Implementation | 4 Full Implementation | 5 Full Implementation and Sustainability |
|---|---|---|---|---|---|
| Professional Learning | | | 3 | | |
| Instructional Materials - Standards aligned and in all classrooms | | | | 4 | |
| CTE, health education, PE, VAPA and World Language | | | 3 | | |
| Identifying and Providing Professional Learning | | | | 4 | |

# PRIORITY 2: IMPLEMENTATION OF ACADEMIC STANDARDS - Richmond Charter Academy

AMPS
HONOR HARD WORK

| | 1 Exploration and Research | 2 Beginning Development | 3 Initial Implementation | 4 Full Implementation | 5 Full Implementation and Sustainability |
|---|---|---|---|---|---|
| Professional Learning | | | | | 5 |
| Instructional Materials - Standards aligned and in all classrooms | | | | | 5 |
| CTE, health education, PE, VAPA and World Language | | | | 4 | |
| Identifying and Providing Professional Learning | | | | | 5 |

# PRIORITY 2: IMPLEMENTATION OF ACADEMIC STANDARDS - Richmond Charter Elementary - Benito Juarez

AMPS
HONOR HARD WORK

| | 1 Exploration and Research | 2 Beginning Development | 3 Initial Implementation | 4 Full Implementation | 5 Full Implementation and Sustainability |
|---|---|---|---|---|---|
| Professional Learning | | | | | 5 |
| Instructional Materials - Standards aligned and in all classrooms | | | | | 5 |
| CTE, health education, PE, VAPA and World Language | | | | 4 | |
| Identifying and Providing Professional Learning | | | | | 5 |

AMPS
HONOR HARD WORK

# PRIORITY 3: PARENT AND FAMILY ENGAGEMENT

Standard:

- The Local Educational Agency (LEA) reports progress of how it has sought input from parents in decision making and promoted parent participation in programs to their local governing boards at a regularly scheduled meeting

- Reports to educational partners and the public through the Dashboard

# PRIORITY 3: PARENT AND FAMILY ENGAGEMENT - Downtown Charter Academy

AMPS
HONOR HARD WORK

| | 1 Exploration and Research | 2 Beginning Development | 3 Initial Implementation | 4 Full Implementation | 5 Full Implementation and Sustainability |
|---|---|---|---|---|---|
| Building Relationships between school staff and families | | | | | 5 |
| Building partnerships for student outcomes | | | | | 5 |
| Seeking input for decision making | | | | 4 | |

# PRIORITY 3: PARENT AND FAMILY ENGAGEMENT - John Henry High

AMPS
HONOR HARD WORK

| | 1 Exploration and Research | 2 Beginning Development | 3 Initial Implementation | 4 Full Implementation | 5 Full Implementation and Sustainability |
|---|---|---|---|---|---|
| Building Relationships between school staff and families | | | | 4 | |
| Building partnerships for student outcomes | | | 3 | | |
| Seeking input for decision making | | | 3 | | |

# PRIORITY 3: PARENT AND FAMILY ENGAGEMENT - Oakland Charter Academy

AMPS
HONOR HARD WORK

| | 1 Exploration and Research | 2 Beginning Development | 3 Initial Implementation | 4 Full Implementation | 5 Full Implementation and Sustainability |
|---|---|---|---|---|---|
| Building Relationships between school staff and families | | | 3 | | |
| Building partnerships for student outcomes | | | 3 | | |
| Seeking input for decision making | | | 3 | | |

# PRIORITY 3: PARENT AND FAMILY ENGAGEMENT - Richmond Charter Academy

AMPS
HONOR HARD WORK

| | 1 Exploration and Research | 2 Beginning Development | 3 Initial Implementation | 4 Full Implementation | 5 Full Implementation and Sustainability |
|---|---|---|---|---|---|
| Building Relationships between school staff and families | | | | | 5 |
| Building partnerships for student outcomes | | | | | 5 |
| Seeking input for decision making | | | | 4 | |

# PRIORITY 3: PARENT AND FAMILY ENGAGEMENT - Richmond Charter Elementary - Benito Juarez

AMPS
HONOR HARD WORK

| | 1 Exploration and Research | 2 Beginning Development | 3 Initial Implementation | 4 Full Implementation | 5 Full Implementation and Sustainability |
|---|---|---|---|---|---|
| Building Relationships between school staff and families | | | 3 | | |
| Building partnerships for student outcomes | | | 3 | | |
| Seeking input for decision making | | | 3 | | |

# PRIORITY 6: SCHOOL CLIMATE

AMPS
HONOR HARD WORK

Standard:

- The Local Educational Agency (LEA) administers a local climate survey at least every other year that provides a valid measure of perceptions of school safety and connectedness

- Reports the results to its local governing board at a regularly scheduled meeting of the local governing board

# PRIORITY 6: SCHOOL CLIMATE

AMPS
HONOR HARD WORK

All schools use the YouthTruth Survey for students, staff and families twice a year

| | |
|---|---|
| Downtown Charter | The implementation of the YouthTruth Survey and the increase in students reporting a stronger sense of connection to school reflect meaningful progress in strengthening overall school culture and climate. Through a more intentional and student-centered approach to culture, the school has seen improvements in attendance, behavior, student engagement, and perceptions of safety and belonging. These positive outcomes contribute directly to both academic achievement and personal growth, reinforcing the school's ongoing commitment to equity, inclusion, and whole-child development. |
| John Henry High | YouthTruth surveys were administered to gather student voice and inform school culture initiatives. Survey results showed an increase in students reporting that they feel connected to school, a trend that is further supported by improvements in chronic absenteeism data, indicating stronger student engagement and connection to the school community. The school also launched a Tier 1 PBIS framework with clearly defined school wide behavioral expectations to promote a positive and consistent learning environment. Additionally, restorative and progressive discipline procedures, including a behavior response matrix, were developed and implemented to ensure equitable, supportive, and instructional responses to student behavior. These efforts have contributed to a more positive school climate, increased student accountability, and stronger relationships among students and staff. |

# PRIORITY 6: SCHOOL CLIMATE

AMPS
HONOR HARD WORK

All schools use the YouthTruth Survey for students, staff and families twice a year

| | |
|---|---|
| Oakland Charter | The YouthTruth Survey results was administered to gather student feedback and measure school climate. The survey successfully gathered critical student feedback to measure and evaluate school climate. The results highlighted a positive upward trend, specifically with an increased percentage of students reporting a stronger sense of connection and belonging to their school community. This intentional, student-centered approach to fostering an inclusive school culture has yielded meaningful progress, correlating with positive trends in overall student attendance, behavior, and active engagement. |
| Richmond Charter | The YouthTruth Survey was administered to gather student feedback and measure school climate. Results showed an increase in the percentage of students reporting that they feel connected to school, demonstrating progress in fostering a stronger sense of belonging and community. Through a focused and intentional approach to strengthening school culture, the school has seen positive trends in student attendance, behavior, engagement, and overall perceptions of the school environment. These outcomes support both academic achievement and personal growth while reinforcing the school's commitment to equity, inclusion, and whole-child development. In response to attendance and climate data, RCA has also formalized its Student Attendance Review Team (SART) process, implementing proactive strategies to identify and support students at risk of chronic absenteeism before attendance concerns become more significant. |
| Richmond Charter Elementary - Benito Juarez | The YouthTruth Survey results was administered to gather student feedback and measure school climate. The survey successfully gathered critical student feedback to measure and evaluate school climate. The school achieved exceptional results in cultivating a positive environment, notably placing in the 94th percentile nationally for School Culture with 86% of 3rd through 5th graders responding favorably. A strong sense of belonging anchors this community, as 81% of students feel genuinely connected to their school. Furthermore, this supportive atmosphere is reinforced by excellent community dynamics, reflected in highly positive ratings for Teacher-Student Relationships (87th percentile) and School Safety (88th percentile). |

# PRIORITY 7: ACCESS TO ABROAD COURSE OF STUDY

AMPS
HONOR HARD WORK

Standard:

- The Local Educational Agency (LEA) annually measure its progress in the extent to which students have access to, and are enrolled in, a broad course of study that includes the adopted courses of study specified in the California Education Code for Grades 1-6 and Grades 7-12

# PRIORITY 7: ACCESS TO A BROAD COURSE OF STUDY

AMPS
HONOR HARD WORK

All students have access to a broad course of study

| | |
|---|---|
| Downtown Charter | Professional development was delivered as planned and aligned to the school's instructional priorities. Staff participated in training focused on questioning strategies (DOK), English learner strategies, and project-based learning. To provide targeted academic support, intervention tutoring in both mathematics and English Language Arts was implemented, and after-school tutoring opportunities were expanded and made available across all core subject areas. Small-group instruction and targeted interventions were utilized to address identified learning gaps and accelerate student growth. These actions supported the school's commitment to delivering a rigorous, standards-aligned curriculum, ensuring equitable access to a well-rounded educational experience, strengthening instructional practices through professional development, and providing academic support to meet the needs of all learners. |
| John Henry High | The school will continue to deepen teachers' understanding and effective implementation of standards-aligned units and instructional practices to ensure all students have access to a rigorous and engaging educational experience. Efforts will remain focused on strengthening curriculum implementation, increasing instructional effectiveness, and providing enrichment opportunities that support a broad and well-rounded course of study. In partnership with community organizations and the Coordinator of College and Career Readiness, the school will expand and enhance post-secondary opportunities, including college and career pathway programs, dual enrollment options, workforce development experiences, and career exploration opportunities to better prepare students for success beyond high school. |

# PRIORITY 7: ACCESS TO A BROAD COURSE OF STUDY

AMPS
HONOR HARD WORK

## All students have access to a broad course of study

| | |
|---|---|
| Oakland Charter | The school has strategically leveraged student and family feedback to enhance access to a broad course of Study. Feedback from the survey underscores the value of OCA's multi-faceted academic and enrichment program, which integrates a rigorous Common Core-aligned core curriculum with daily targeted intervention blocks in English and math. To complement this core instruction and ensure equitable access to well-rounded learning, OCA utilizes its survey data to guide expanded educational offerings. |
| Richmond Charter | The school strengthened instructional coherence through the use of backward planning and vertically aligned curriculum across core subject areas. Lesson activities were intentionally aligned and scaffolded to ensure students progressed toward mastery of the targeted standards and skills. Data-driven instruction remained a key focus, with grade-level teams participating in regular collaborative planning sessions, including dedicated Friday data analysis and intervention planning meetings. To support student achievement, the school implemented designated intervention blocks that provided targeted scaffolds, and small-group support based on student data. Teachers actively monitored individual student growth and adjusted interventions as needed to maximize effectiveness. Families were also engaged in the data-monitoring process to ensure strong communication, shared accountability, and alignment around student goals and progress. Evidence from student work samples, classroom observations, and instructional walkthroughs indicates increased standards-aligned tasks, and meaningful academic discourse across classrooms. |
| Richmond Charter Elementary - Benito Juarez | The school successfully ensured all students had full access to a broad course of study by strengthening instructional coherence through backward planning and vertically aligning the curriculum across core subject areas. Lesson activities were intentionally scaffolded to help students progress toward standards mastery, while grade-level teams utilized dedicated Friday data analysis meetings to drive data-driven instruction. To maximize student achievement, BJE implemented targeted intervention blocks and small-group support, actively monitoring individual growth and engaging families in the goal-tracking process to ensure shared accountability. |

# Comments and Questions

AMPS
HONOR HARD WORK

Next Steps:

- Submit to CDE by July 31st

# Coversheet

## Review and Consideration of Adoption of Local Control Accountability Plan (LCAP) - Downtown Charter Academy

**Section:** V. Business II
**Item:** L. Review and Consideration of Adoption of Local Control Accountability Plan (LCAP) - Downtown Charter Academy
**Purpose:** Vote
**Submitted by:**
**Related Material:** 2026-27_DCA_LCAP_Board_2026.06.11.pdf

BACKGROUND:

The Local Control and Accountability Plan (LCAP) is a three-year planning document required by the State of California that outlines the school's goals, actions, services, and expenditures designed to improve student outcomes and address state and local priorities. The LCAP is updated annually and developed through a process that includes stakeholder engagement with families, students, staff, and community members.

The 2026–2027 LCAP reflects stakeholder input, analysis of student performance data, and alignment with the school's mission, strategic priorities, and budget.

RECOMMENDATION:

Staff recommends that the Board of Directors review and approve the 2026–2027 Local Control and Accountability Plan (LCAP) as presented.

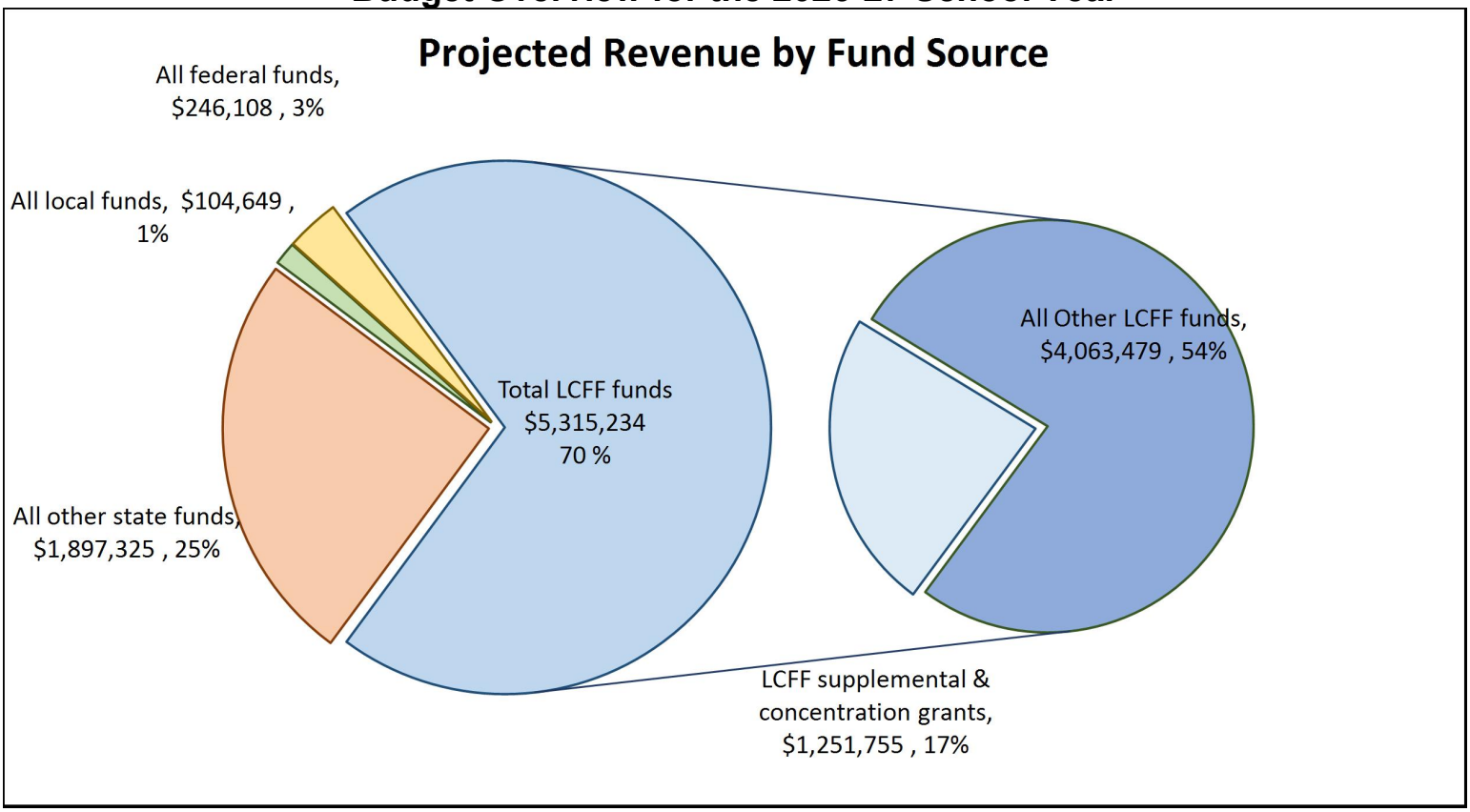
# LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Downtown Charter Academy
CDS Code: 01612590129635
School Year: 2026-27
LEA contact information:
Jillianne Whitfield
Site Director

510-535-1580

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

## Budget Overview for the 2026-27 School Year

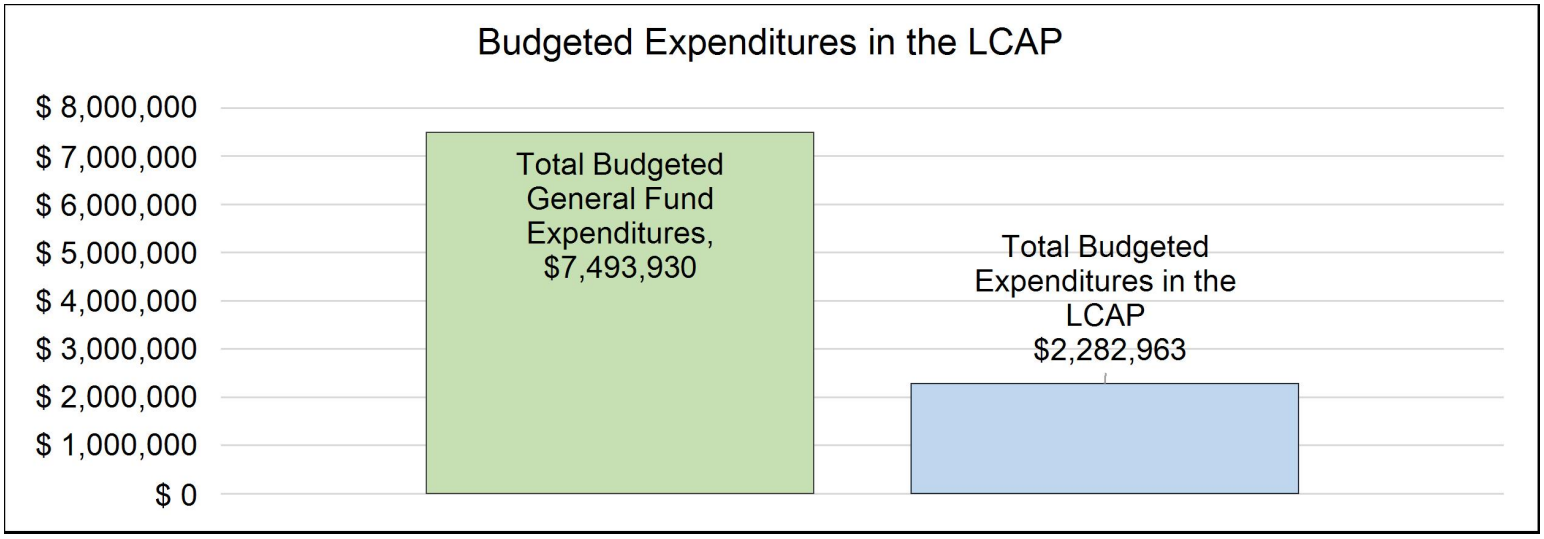



This chart shows the total general purpose revenue Downtown Charter Academy expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Downtown Charter Academy is $7,563,316, of which $5315234 is Local Control Funding Formula (LCFF), $1897325 is other state funds, $104649 is local funds, and $246108 is federal funds. Of the $5315234 in LCFF Funds, $1251755 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

# LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.




This chart provides a quick summary of how much Downtown Charter Academy plans to spend for 2026-27. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Downtown Charter Academy plans to spend $7493930 for the 2026-27 school year. Of that amount, $2282962.73 is tied to actions/services in the LCAP and $5,210,967.27 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

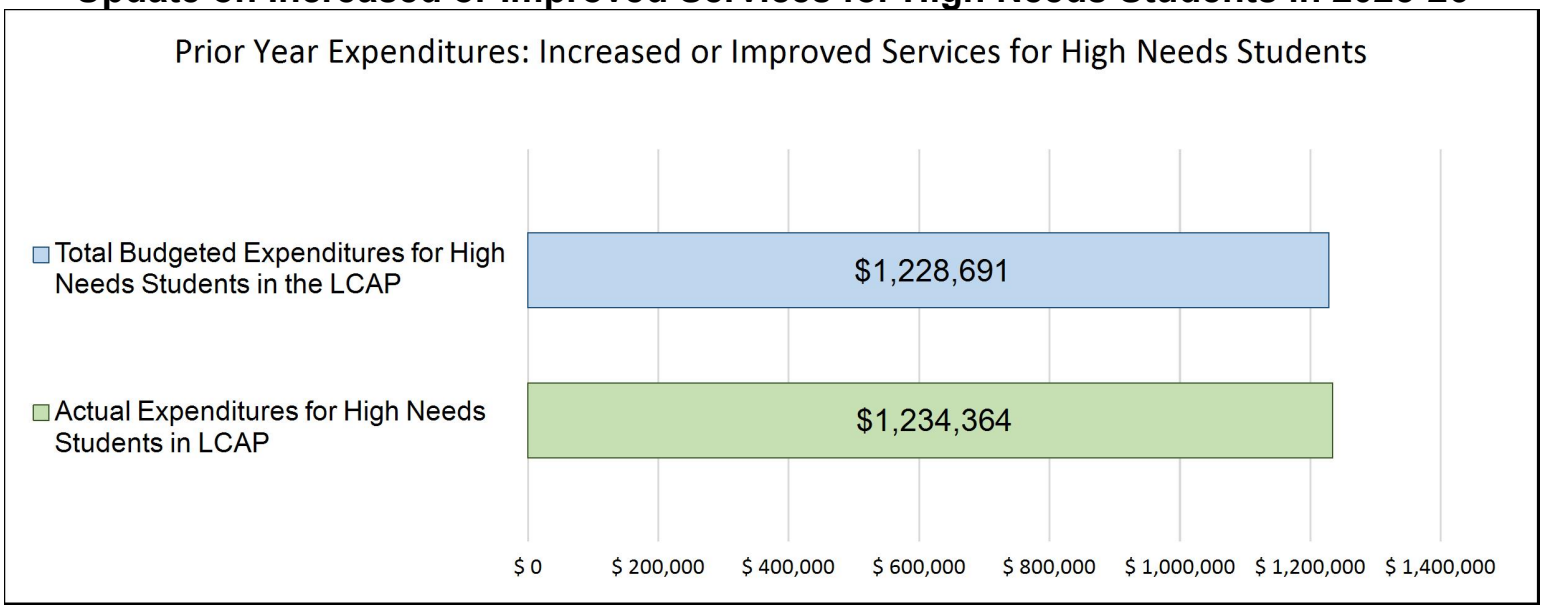
Expenditures reflected in the budget but not explicitly detailed in the LCAP represent other educational, operational and administrative costs necessary to support the overall functioning of the school.

## Increased or Improved Services for High Needs Students in the LCAP for the 2026-27 School Year

In 2026-27, Downtown Charter Academy is projecting it will receive $1251755 based on the enrollment of foster youth, English learner, and low-income students. Downtown Charter Academy must describe how it intends to increase or improve services for high needs students in the LCAP. Downtown Charter Academy plans to spend $1497004.48 towards meeting this requirement, as described in the LCAP.

# LCFF Budget Overview for Parents

## Update on Increased or Improved Services for High Needs Students in 2025-26




This chart compares what Downtown Charter Academy budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Downtown Charter Academy estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2025-26, Downtown Charter Academy's LCAP budgeted $1228691.15 for planned actions to increase or improve services for high needs students. Downtown Charter Academy actually spent $1234364.33 for actions to increase or improve services for high needs students in 2025-26.

# Local Control and Accountability Plan

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

| Local Educational Agency (LEA) Name | Contact Name and Title | Email and Phone |
|---|---|---|
| Downtown Charter Academy | Jillianne Whitfield<br>Site Director | jwhitfield@amethodschools.org<br>510-535-1580 |

# Plan Summary [2026-27]

## General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA. LEAs may also provide information about their strategic plan, vision, etc.

At Downtown Charter Academy (DCA), we are committed to our students' academic success and developing a strong community of learners. It is one of six schools under the Amethod Public Schools (AMPS) charter management organization. AMPS is a 501 (c)(3) nonprofit organization that was founded in Oakland with the intent to create charter schools that reduce the academic achievement disparity that exists among the different student subgroups. The organization’s flagship school, Oakland Charter Academy, founded i n 1993, is the oldest charter school in the City of Oakland, and the 14th school chartered in the state of California. For thirty years, AMPS has been serving thousands of Bay Area families through a small-scale school model focused on equipping students with the skills of diligence and personal responsibility. AMPS demonstrates through strong academic results that any child can be successful if they receive a high-quality, personalized education. Established in 2014, Downtown Charter Academy is located in the Downtown Oakland region where it quickly became a neighborhood middle school serving grades 6-8. Following the traits of the AMPS middle school model, but with the flare of Downtown Oakland's community aspects, DCA has quickly become one of the highest performing schools in the city achieving the California Department of Education Gold Ribbon Award in 2017 and 2018 and the California Distinguished Schools Award in 2021 and 2024. DCA serves 271 students. In 2022-23, DCA served a student body that was 75.7% Asian, 15.8% Hispanic/Latino, and 4.6% African-American/Black. 77.2% of students considered socioeconomically disadvantaged, 11.2% are students with disabilities, and 30.9% of students are multi-language learners.

DCA’s 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. We believe all students can succeed when provided with effective educators,

personalized attention, and a disciplined commitment to academics. We believe in fostering a culture of hard work and preparing our students in a manner that will help them excel in life and attend the college of their dreams.
We are committed to our students' academic success and developing a strong community of learners. Our student-centered school allows us to target the needs of each student and to focus all efforts in helping them develop foundational skills by planning lessons and instructional moves that directly impact the skills students are ready to learn. DCA has a very active student body, and offers a multitude of additional programs that support the rigorous academics offered to every student. Additionally, our positive school culture works around 5 school values that provide the framework for all restorative practices. We have a high teacher retention rate so that the organizational memory provides students with a strong learning environment so all students can make continuous academic progress.

# Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

DCA students are achieving remarkable academic success. According to the most recent California Dashboard and CAASPP data, 73.08% of students met or exceeded standards in English Language Arts and 71.71% met or exceeded standards in mathematics, continuing to far exceed our goal of 50% proficiency. In recognition of these outcomes and our strong school culture. AMPS attributes this success to several key factors: DCA provides targeted tutoring and interventions for students in Tier 1 and Tier 2, along with intensive one-on-one support for our most vulnerable students through Tier 3 interventions. To ensure these supports are aligned to student needs, DCA developed a robust student-level data monitoring systems. Additionally, DCA implemented ongoing professional development focused on standards-aligned curriculum, data-driven instruction, differentiated learning strategies, and rigorous classroom instruction. These actions increased instructional time, streamlined lesson planning, strengthened collaboration among staff, and supported a positive and professional school culture. As a result, DCA maintained strong teacher retention and staff engagement.

DCA also continues to foster a positive and inclusive learning environment where students are recognized and celebrated for embodying the school's values. This is reinforced daily through our Positive Behavioral Interventions and Supports (PBIS) system, which contributed to DCA earning a Blue performance level on the 2024 California Dashboard for Suspension Rate. Assemblies, student recognition programs, and schoolwide engagement activities help students feel connected and valued. Throughout the year, DCA celebrates the diversity of our community through events such as Lunar New Year, Hispanic Heritage Month, Black History Month, Oral History Day, and our Multicultural Festival. Spirit Week activities provide students with opportunities for self-expression and community building. Students also participate in service-learning and leadership opportunities through activities such as food drives and Light the Night for Leukemia fundraising events, helping students develop empathy, leadership, and initiative.

DCA provides multiple opportunities for family engagement throughout the year, including whole-school family meetings offered both in person and virtually, cultural celebrations, and community engagement events. We have also strengthened partnerships within the Oakland community to expand learning opportunities and after-school programming for students. We are proud to continue offering a free after-school program that serves approximately 150 families annually.

DCA continues to maintain strong student engagement and attendance, with an Average Daily Attendance (ADA) rate of approximately 96%, significantly above state averages. This reflects the school's strong culture, student supports, family partnerships, and targeted attendance

interventions for students needing additional support.We continue to work closely with students and families through individualized attendance supports, regular family meetings, and counseling services. Our school counselor meets with identified students each morning to provide calming activities and emotional support before classes begin. We also assist families in building carpools and peer support systems to improve daily attendance. Through these continued efforts, DCA remains committed to ensuring every student feels safe, supported, and prepared to succeed academically and socially.

# Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Not applicable; the LEA is not eligible for technical assistance.

# Comprehensive Support and Improvement

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

### *Schools Identified*

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

Not applicable; the LEA is not eligible for CSI.

### *Support for Identified Schools*

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

Not applicable; the LEA is not eligible for CSI.

### *Monitoring and Evaluating Effectiveness*

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

Not applicable; the LEA is not eligible for CSI.

# Engaging Educational Partners

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

| Educational Partner(s) | Process for Engagement |
|---|---|
| All educational partners including teachers, staff, parents, students, community members, and the Board | Throughout the year during regular meetings of the Board, all stakeholders are invited to participate in meetings discussing the school's academic progress, ongoing programs and activities, and budget updates. All these discussions are used to inform the development and updates within the LCAP.<br><br>In February 2026, school site leaders presented a mid-year update on all LCAP goals, available metric outcomes data, actions implementation data, and expenditures data for the current school year. Members of the school community, and community at large, were invited to hear the presentation and provide input via public comment. |
| Teachers, administrators, and other school personnel | In spring 2026, the school consulted with teachers and staff during a Family, Student, and Teacher meeting (which functions as the School Site Council) to collect input<br>Every Friday we host staff meetings that focus on professional development and housekeeping topics. Data progress is covered during PLC (Professional Learning Community) meetings every Tuesday. We use these methods to engage school staff across all levels. |

| Educational Partner(s) | Process for Engagement |
|---|---|
| Parents, including parents of English learners, other unduplicated pupils, and students with disabilities | In spring 2026, the school consulted with parents during a Family, Student, and Teacher meeting (which functions as the School Site Council) to collect input.<br><br>Parents participate in the creation of school Priorities, Goals and Action plans, and provide input into the expenditures we make, including LCAP and grants such as the G-1 grant. We have 2 parent meetings per month, one in the morning in person and one in the evening online. During these meetings parents are informed of student academic data, attendance, grant proposals. In addition, the ELD, SPED and School Counselor share best practices. We also host cultural events throughout the year such as the multicultural festival and Oral History Day where parents participate and provide support. Teachers contact parents on an ongoing basis to provide information and support to their students. We use these methods to engage parents of all students. |
| Students | In spring 2026, the school consulted with students during a Family, Student, and Teacher meeting (which functions as the School Site Council) to collect input<br><br>We share our school priorities, goals, and action plans with students and seek their feedback. Additionally, we share school data with students to identify our most vulnerable subjects, encouraging them to work together to ensure everyone makes adequate progress. We use these methods to engage our student body. |
| SELPA | In spring 2026, the school share the LCAP with our SELPA to collect feedback. |

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

This LCAP was developed in collaboration with our entire school community and was influenced in numerous ways, from the development of our three goals to the actions and expenditures dedicated to achieving each goal. More specifically, the actions in the LCAP were influenced based upon the below specific feedback from educational partners:

Our teachers are interested in continuous learning about equity practices. This year we worked on a few fronts to equip them with tools to uphold equity in their classrooms. We learned about Restorative Circles and demonstrated the practice for all students in every classroom

and gave teachers a few tools to run them on their own. In addition, we have used music, art, and readings to share what we think of equity. We also planned a workshop on unconscious bias where teachers presented the workshop and then we gave teachers the time to plan their own lessons together so that this practice/reflection reaches students in their classrooms. We plan to continue these kinds of efforts over the course of the next 3-year LCAP as a result of teachers' input and enthusiasm for this work. This feedback was incorporated into Action 3.4. Parents wanted us to help students develop leadership skills and as a result we are prioritizing this. They were also interested in us supporting students to develop their own voices. To accomplish these goals, teachers have planned Socratic seminars, debates, interview projects, and collaborative cross-curricular projects where students have to actively speak and present their own opinions on different topics. Parents also wanted us to offer field trips and we dedicated some G-1 grant funds to offer field trips to all students. In addition, parents wanted us to help students reduce the time they spend in front of the screen and we have offered workshops and information to support them with it. This feedback was incorporated into Action 3.2.

Students expressed the desire to get more sports at school. In response to their request, we added soccer and basketball clubs. They also wanted to have more art, so we added 2 more art classes during the after school program. This feedback was incorporated into Actions 3.1 and 3.2.


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# Goals and Actions

## Goal

| Goal # | Description | Type of Goal |
|---|---|---|
| 1 | Provide an academically rigorous, Common Core-aligned college preparatory program with support and interventions for students' academic development. | Broad Goal |

State Priorities addressed by this goal.

Priority 1: Basic (Conditions of Learning)
Priority 2: State Standards (Conditions of Learning)
Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 7: Course Access (Conditions of Learning)
Priority 8: Other Pupil Outcomes (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

Our school's mission is to provide a rigorous college preparatory education and character development program that will prepa re students from underserved communities to succeed in college and beyond. We believe all students can learn and achieve at high levels and adopt a data-driven culture to turn the focus from "what was taught" to "what was learned." Student achievement and progress monitoring are both at the core of this principle, which is why our first goal encompasses so many metrics in order to better understand overall student outcomes. Secondly, we know that breakthrough achievement happens in schools where every student is purposefully engaged in standards-aligned content, every day. Therefore, teaching at our school is purposeful, engaging, and differentiated for all learners. Professional development for our instructional team is focused on standards-based instruction as well as classroom management, student engagement, and multi¬tiered systems of targeted support for learners.

Goal 1 of our LCAP is a broad goal directed at promoting student achievement and postsecondary success in alignment with our school's mission and key state priorities. The priorities being addressed under this goal include provision of basic services, implementation of state academic standards, pupil achievement, access to a broad course of study, and outcomes in a broad course of study. It was developed in collaboration with our educational partners to ensure that the school is focused on students' academic preparedness. We will achieve this goal by implementing a rigorous academic program that is bolstered by high-quality professional development for teachers and differentiated supports for students. The metrics and actions outlined below ensure that we are providing a strong academic program with an emphasis on college preparation, in addition to the state priorities.

# Measuring and Reporting Results

| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|---|---|---|---|---|---|---|
| 1.1 | Teachers are fully (preliminary or clear) credentialed for subject and student placement (properly assigned). (SP 1.1)<br><br>Source: Internal credential tracking | 41.6%<br>From the 2023-24 school year. | 46.3% | 64.3% | 100% appropriately credentialed and assigned, and/or permitted on their way to the appropriate credential | 22.7% |
| 1.2 | Students have access to standards-aligned instructional materials. (SP 1.2)<br>Source: SARC - Quality, Currency, Availability of Textbooks and Other Instructional Materials. | 100.0%<br>From the 2023-24 school year. | 100.0% | 100% | 100% of students have access to standards-aligned instructional materials | 0.0% |
| 1.3 | School facilities are in good repair as measured by overall facilities survey. (SP 1.3)<br>Source: SARC Facilities - "Overall Facilities Rating" | Good | Good | Good | School facilities are in good or exemplar repair | Target Achieved |
| 1.4 | Teachers participate in a 5- Day Annual Summit where one day is spent learning how to utilize curriculum and other academic content aligned to state performance standards. (SP 2.1) | Summit was offered<br>From the 2023-24 school year. | Summit was offered | Summit was Offered | The Annual Summit is Offered | Target Achieved |

| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|---|---|---|---|---|---|---|
| | Source: Internally tracked | | | | | |
| 1.5 | English learners have access to English Language Development courses that are based on state standards. (SP 2.2)<br>Source: PowerSchool | 100.0%<br>From the 2023-24 school year. | 100.0% | | 100% of EL students are enrolled in ELD | Target Achieved |
| 1.6 | Increase percentage of students scoring Proficient or above on SBAC ELA or meet the overall state average for baseline year. (SP 4.1)<br>Source: CAASPP reporting website | All: 68.2%<br>SED: 68.0%<br>Asian: 75.7% Hispanic: 40.0%<br>EL: 24.6% | All: 73.1%<br>SED: 73.9%<br>Asian: 79.3%<br>Hispanic: 39.4%<br>EL: 18.6% | All: 77.4%<br>SED: 75.7%<br>Asian: 82.7%<br>Hispanic: 52.5%<br>EL: 17.4% | Each student subgroup will grow at least 3 percentage points annually or meet the 2022-2023 overall state average, 46.66%. | All: 9.2%<br>SED: 7.7%<br>Asian: 7.0%<br>Hispanic: 12.5%<br>EL: -7.2% |
| 1.7 | Increase percentage of students scoring Proficient or above on SBAC Math or meet the overall state average for baseline year. (SP 4.1)<br>Source: CAASPP reporting website | All: 65.4%<br>SED: 66.7%<br>Asian: 77.2% Hispanic: 24.4%<br>EL: 41.4% | All: 71.7%<br>SED: 71.7%<br>Asian: 82.6%<br>Hispanic: 18.2%<br>EL: 35.7% | All: 74.4%<br>SED: 72.2%<br>Asian: 84.4%<br>Hispanic: 30.0%<br>EL: 28.3% | Each student subgroup will grow at least 3 percentage points annually or meet the 2022-2023 overall state average, 34.62% | All: 9.0%<br>SED: 5.5%<br>Asian: 7.2%<br>Hispanic: 5.6%<br>EL: -13.1% |
| 1.8 | Increase percentage of students scoring Proficient and above on CAST assessment or meet the overall state | ALL: 59.3%<br>SED: 60.6%<br>Asian: 69.1% | All: 55.4%<br>SED: 53.2%<br>Asian: 66.7%<br>Hispanic: 15.4% | All: 59.6%<br>SED: 61.8%<br>Asian: 84.4%<br>Hispanic: 11.8%<br>EL: 2.8% | Each student subgroup will grow at least 3 percentage points annually or meet the 2022-2023 | All: 0.3%<br>SED: 1.2%<br>Asian: 15.3% |

| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|---|---|---|---|---|---|---|
| | average for baseline year (SP 4.1)<br>Source: CAASPP Reporting Website | | | | overall state average, 30.18%. | |
| 1.9 | Increase percent of EL students growing at least one ELPI level/maintaining the highest ELPI level or meet the state average for baseline year. (SP 4.5)<br>Source: CA Dashboard | All: 78.9% | All: 90.9% | All: 61.2% | English learners will grow at least 2 percentage points annually or meet the 2022-2023 state average, 48.7%. | All: -17.7% |
| 1.10 | Increase percent of EL students who reclassify as Fully English Proficient (RFEP rate) or meet the state average for baseline year (SP 4.6)<br>Source: CALPADS 2.16 and 8.1 (EOY) | 31.0% | 27.4% | 21.3% | English learners will grow at least 2 percentage points annually or meet the 2019-2020 state average, 13.8%. | -9.7% |
| 1.11 | Students have access to a broad course of study (SP 7.1)<br>Source: PowerSchool master schedule | Standard Met<br>From the 2023-24 school year. | Standard Met | Standard Met | Students have access to a broad course of study - Local Indicator "Standard Met" | Target Achieved |
| 1.12 | Provide at least one paraprofessional to work with English learners and at least one | 1 paraprofessional for EL and 1 for SWD | Standard Met | Standard Met | 1 paraprofessional for EL and 1 for SWD | Target Achieved |

| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|---|---|---|---|---|---|---|
| | paraprofessional to work with students with disabilities.<br>(SP 7.2, 7.3)<br>Source: Paylocity (HR source) | From the 2023-24 school year. | | | | |
| 1.13 | Schoolwide and subgroup medians achieve at least one year's progress in ELA, as defined by internal assessment. (SP 8.1)<br>Source: NWEA or iReady | ALL: 47th<br>Hispanic: 37th<br>Asian: 48th<br>Source for baseline year is NWEA. | ALL: 44th<br>Hispanic: 37th<br>Asian: 46th | All: 56th<br>Hispanic: 55th<br>Asian: 57th | NWEA Map: 41st+ Median Growth Percentile or iReady: 100%+ Typical Media Progress | All: 9<br>Hispanic: 18<br>Asian: 9 |
| 1.14 | Schoolwide and subgroup medians achieve at least one year's progress in Math, as defined by internal assessment. (SP 8.1)<br>Source: NWEA or iReady | ALL: 49th<br>Hispanic: 45th<br>Asian: 53rd | ALL: 47th<br>Hispanic: 41st<br>Asian: 49th | ALL: 68th<br>Hispanic: 56th<br>Asian: 69th | NWEA Map: 41st+ Median Growth Percentile or iReady: 100%+ Typical Media Progress | ALL: 19<br>Hispanic: 11<br>Asian: 16 |

# Goal Analysis [2025-26]

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

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Our planned actions and implementation of this goal were grounded in our mission to prepare every student for college, career, and life. These priorities focused on delivering a rigorous, standards-aligned curriculum, ensuring access to a well-rounded education, providing professional development for instructional staff, and offering differentiated academic support.

Planned: Provide targeted, ongoing professional learning focused on rigor, differentiation, and instructional strategies (more student talk and group work). Implement tiered interventions and expanded supports (e.g., academic tutoring, EL support, SPED modifications) and provide a paraprofessional to work within the classroom and targeted populations. Adding the use of engagement strategies and attendance at the Summit (network PD)

Implemented: Professional development was delivered as planned and included NWEA data-driven instruction, English learner strategies, project-based learning, differentiation, and tiered intervention practices through small-group instruction. Intervention tutoring in math and ELA showed positive results, and after-school tutoring was expanded across all core subject areas. Teachers participated in ongoing collaboration and planning sessions focused on analyzing student data, aligning instruction, sharing best practices, and monitoring interventions. Our planned actions continued to support the delivery of a rigorous, standards-aligned curriculum, access to a well-rounded education, professional development for instructional staff, and differentiated academic support for students. Classroom walkthroughs and student work samples reflected increased academic rigor through higher-order thinking tasks, standards-aligned instruction, academic discourse, and collaborative learning opportunities. All academic curricula remained standards-based, and teachers received ongoing professional development connected to curricular materials and instructional practices. All teachers attended the Summer Summit professional development event, where they analyzed student data and refined curriculum maps in preparation for the school year.

Implementing this goal has positioned the school on a strong trajectory toward improved student outcomes and college readiness. Tier 1 and Tier 2 students received weekly math and English tutoring and intervention support. Paraprofessionals played an essential role in supporting targeted student groups by providing small-group instruction, frontloading skills, reinforcing classroom learning, and offering additional support throughout the instructional day.

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

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Weekly classroom observations and walkthroughs allowed instructional leaders to monitor classroom engagement strategies and provide timely feedback to teachers. Increased use of attention-getters and clear classroom routines helped improve student focus, ensuring students were tracking speakers and ready to receive instruction before lessons began. These practices contributed to stronger classroom management and increased student engagement during instruction.

Targeted supports for English learners continued throughout the year and provided students with additional academic assistance and language development opportunities. While progress was made in supporting identified English learners, English Language Development (ELD) remains an area for continued growth. Future efforts will focus on strengthening strategies to support recently reclassified students, refining instructional practices for language development across content areas, and continuing the development of standards-aligned ELD curriculum and supports.

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

Continue strengthening NWEA data-driven professional development with a focus on targeted student groups, including English learners, students receiving special education services, and Latino/a/x students. Expand tutoring and intervention supports while increasing instructional practices that promote student discourse, academic conversations, and deeper thinking through the use of higher-order questioning strategies.

Additional focus areas will include the continued development of standards-aligned ELD coursework and instructional resources, as well as the implementation of a progress-monitoring system to better track and support recently reclassified English learners to ensure continued academic success.

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

# Actions

| Action # | Title | Description | Total Funds | Contributing |
|---|---|---|---|---|
| **1.1** | Academic Assessment and Progress Monitoring | Utilize iReady and/or NWEA benchmark assessments to measure student academic growth over time and build a data dashboard to assess a variety of metrics. On a regular, ongoing basis throughout the school year, analyze this data to determine interventions for individual students and groups of students, as appropriate. This will include evaluating the progress of any student subgroups with a red dashboard indicator for English language arts or Math proficiency. In addition to using benchmark assessments to measure growth, the school will implement a regular progress monitoring system to ensure that the differentiated supports are taking place and positively impacting student outcomes. | $108,524.25 | Yes |
| **1.2** | Academic Supports | Provide multi-tiered levels of support to ensure that all students are demonstrating growth. Each academic intervention will be driven by data and support student learning, including after school supports and tutoring to target skill building, and the use of supplemental instruction programs such as IXL, iReady, Actively Learn, Lexia.<br><br>On an ongoing basis throughout the school year, assess student data and monitor the progress of any student subgroups with a red dashboard indicator for ELA or math. In 2023, the school received a red ELA | $713,064.25 | Yes |

| Action # | Title | Description | Total Funds | Contributing |
|---|---|---|---|---|
| | | dashboard indicator for the Hispanic and socioeconomically disadvantaged subgroups. As a result, our leadership will specifically monitor these subgroups' growth rates throughout the year (via internal metrics) in order to provide targeted interventions. | | |
| **1.3** | Materials, Curriculum, & Supplies | Provide technology to all students including Chromebooks/tablets, hotspots, and earphones. Provide textbooks, workbooks, and supplemental curricular materials (such as licenses, digital software, and more) that are aligned to state priorities and standards, such as Illustrative Math and SpringBoard. | $120,000.00 | No |
| **1.4** | Professional Development to Promote Academic Excellence | Offer ongoing professional development opportunities for staff, including:<br>- Bi-weekly coaching for teachers with a focus on supports for English learners and low income students<br>- Quarterly professional development sessions<br>- Professional Growth Plans for Teacher and paraprofessionals, with bi-weekly observations/feedback, lesson plan development, quarterly film sessions with feedback, and target goal monitoring for English learners and low income students<br>- Three or more staff workshops annually on how to analyze Interim Assessment results and use data to inform instruction<br>- Mentor teacher support through Department Meetings, Grade Level Meetings, and Observations<br>- An annual professional development summit session focused on standards based instruction, bell to bell instruction, student engagement and classroom management, and curriculum | $125,388.09 | Yes |
| **1.5** | Safe and Secure Facilities | Ensure safety of grounds and facilities by providing preventative measures such as video cameras, vaping detectors, security gates, etc. Conduct ongoing facilities maintenance and safety inspections and provide strong janitorial services. Ensure the facilities are conducive to a positive learning environment by purchasing equipment, furniture, posters, and other materials that promote an effective learning place. There will be a Director | $107,642.80 | No |

| Action # | Title | Description | Total Funds | Contributing |
|---|---|---|---|---|
| | | of Facilities responsible for ensuring safety training and drills are executed, in addition to all of the above. | | |
| **1.6** | Supports for English Learners | Provide targeted professional development to staff that promotes the use of effective instructional strategies for English learners. The school's ELD Specialist will work with teachers to co-plan lessons, conduct classroom observations, and provide one-on-one coaching to improve EL supports. Hire and retain a full-time paraprofessional to work with ELs on academic success and reclassification. Use an evidence-based ELD curriculum such as English 3D, and/or Cengage/National Geographic Learning, to meet the needs of multilingual learners at all proficiency levels—from newcomers to long-term English learners—as the core curriculum for all ELD classes. This action serves as a Required Action for English learners. | $170,253.48 | Yes |
| **1.7** | Additional Supports for Long-term English Learners | Utilize intervention programs, such as Lexia English, to target specific skills and accelerate English proficiency. Use a progress monitoring tool to assess each long-term English learner's progress towards reclassification and meet with families to discuss their student's progress towards reclassification. This action serves as a Required Action for Long-term English learners. | $50,963.37 | Yes |
| **1.8** | Supports for Students with Disabilities | Utilizing student academic and non-academic data, monitor student progress and provide a multi-tiered approach to interventions, including:<br>- Provide a range of Special Education service providers, including counselors and Resource Specialist Programs<br>- When appropriate, provide push-in services to support students in mainstreamed classes and provide support for students who need additional intervention<br>- Maintain a Director of Special Education to support in training educators to provide accommodations and supports to students with disabilities. | $226,229.97 | No |

| Action # | Title | Description | Total Funds | Contributing |
|---|---|---|---|---|
| **1.9** | Supports for Homeless and/or Foster Youth | Hire and retain a bilingual Community Outreach Coordinator to provide support, advocacy, and resources for families of students who are homeless, in foster care, and/or unhoused. The Community Outreach Coordinator will work with external partners and organizations to connect students and families to resources. Provide direct access to supplies, materials, and additional student uniforms for students in need. Offer after school programs and activities for youth to provide extended learning and a safe place for students to grow and socialize. | $31,710.75 | Yes |

# Goals and Actions

## Goal

| Goal # | Description | Type of Goal |
|---|---|---|
| 2 | Create an engaged parent community that is fully engaged in and actively connected to the school community. | Maintenance of Progress Goal |

State Priorities addressed by this goal.

Priority 3: Parental Involvement (Engagement)

An explanation of why the LEA has developed this goal.

One of our greatest assets, and true agents of change, are the families and community members who support us. We are their public school system and we rely on them as our educated and nimble allies. We know that our families are prepared and motivated to rise to any occasion, and this goal is aimed at ensuring this foundational value is centered in our work. Parent engagement and communication are both at the core of this goal in the LCAP.

Parent engagement at our school is founded in knowing that parents are our collaborators when it comes to student learning. This means that we find ways to educate, empower, and involve parents in their child's education. Parent engagement and communication efforts are focused on building strong, positive relationships between school staff and families. We work to ensure that every parent knows what is happening with their student, both academically and non-academically. We host frequent community nights and school events that build community and infuse fun and connection into our school culture.

Goal 2 is a maintenance goal directed at upholding our standards for a strong parent community. The priorities being addressed under this goal include parent engagement and school climate. It was developed in collaboration with our educational partners to ensure that we continue our work regarding strong parent engagement. We will achieve this goal by implementing frequent family events and activities that are bolstered by parent involvement in school planning and decision-making. The metrics and actions outlined below ensure that we are building a strong parent community with an emphasis on connection and partnership.

## Measuring and Reporting Results

| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|---|---|---|---|---|---|---|
| 2.1 | Parents will be provided regular opportunities to participate in school site | Scheduled at least 3 FST meetings and at least 3 | Scheduled at least 3 FST meetings | Scheduled at least 3 FST meetings | Schedule at least 3 Family, Student, and Teacher (FST) | Target Achieved |

| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|---|---|---|---|---|---|---|
| | decision making. (SP 3.1)<br><br>Source: Internal Google Drive - Meeting Agendas | Parent Committee for English Learners meetings, inviting all parents to participate.<br>From the 2023-24 school year. | | | meetings annually and at least 3 English Learner Advisory Council (Parent Committee for English Learners) meetings annually, inviting all parents to participate. | |
| 2.2 | Parents of all students, including unduplicated pupils and students with exceptional needs, will be invited to participate in at least 4 parent/family events, including parent-teacher conferences, ongoing parent meetings and workshops, and other school events (SP 3.2, 3.3)<br>Source: ParentSquare messaging/invitatio ns, school calendar | Parents invited to at least 4 events<br>From the 2022-23 school year. | Parents invited to at least 4 events | Parents invited to at least 4 events | Parents invited to at least 4 events | Target Achieved |

# Goal Analysis [2025-26]

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

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Our approach to parent engagement is grounded in the belief that families are essential partners in student learning. We are committed to educating, empowering, and involving parents in their children’s educational journeys. All parent engagement and communication efforts

focused on building strong, positive relationships between school staff and families while ensuring that parents remained informed about their child's academic progress and overall well-being. To foster a strong sense of community, we hosted frequent family events and school activities that celebrated our school culture and encouraged connection among students, staff, and families. These opportunities were designed to strengthen the relationship between home and school while reflecting the diversity and values of our school community.

Planned: Host regular community events and school activities that encourage family participation. Hold three Family Staff Team (FST) meetings, conduct a parent information survey, and facilitate individual meetings with families of students with IEPs to gather insight and feedback about the school experience.

Implemented: Held Family Staff Team (FST) using the bylaws and policies to ensure meaningful opportunities for parents to participate in school planning and decision-making. FST meetings were well attended, elected parent representative seats were filled, and the team provided valuable insight regarding school culture, community events, and budget priorities. Communication between school staff and families was strengthened through the use of the ParentSquare platform, weekly site director updates, and consistent multi-modal communication methods, including newsletters, text messages, applications, phone calls, and in-person meetings provided in home languages when possible. The school also conducted the YouthTruth survey to gather feedback and input from families and students regarding the overall school experience. In addition, the principal hosted monthly "Coffee with the admin" meetings in both the morning and afternoon to maximize family participation and create additional opportunities for open dialogue, feedback, and relationship-building with families.

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

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

The Family Staff Team (FST) was well attended throughout the year and provided meaningful opportunities for educational partners to actively participate in school planning and decision-making. Families provided direct input on the LCAP process, cultural events, the academic calendar, and other important school initiatives and activities. Participation data showed strong family engagement, with more than 75% of parents attending two or more meetings during the school year. This consistent participation strengthened communication between families and school staff and helped ensure that parent voices were reflected in schoolwide planning and community-building efforts.

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

Continue providing parent education workshops focused on student learning, social-emotional development, and available school and community resources. Expand support for families who experience barriers to accessing technology by offering workshops and hands-on assistance related to digital platforms and school communication tools. Additionally, continue developing and facilitating affirmative groups

and engagement opportunities that support targeted student populations and their families to strengthen inclusion, connection, and culturally responsive practices within the school community.

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

# Actions

| Action # | Title | Description | Total Funds | Contributing |
|---|---|---|---|---|
| **2.1** | Parent Engagement Activities | Hold at least 2 orientations and/or open houses for new incoming families to learn about available school programs, the Parent-Family Handbook, school-wide goals, expectations, rules, and norms. Host 2 monthly Parent Meetings, one in the morning and one in the evening, to communicate to parents about school programs and activities and to receive their feedback and ideas. Provide ongoing parent-teacher conferences and parent education workshops on topics such as: college and career preparation, mental health, parent education, student progress monitoring tools and resources, internet safety, sex education and/or other topics that they express interest in. | $33,930.34 | Yes |
| **2.2** | Parent Communication Activities | Utilize the parent communication platform ParentSquare to communicate with parents in real time by text, email, and phone. Provide parent access to PowerSchool so that parents can view student academic progress data. Provide translation and interpretation services to families whose primary language is not English, so that all families can engage with school programs, events, and activities. | $15,462.00 | Yes |

# Goals and Actions

## Goal

| Goal # | Description | Type of Goal |
|---|---|---|
| 3 | Create a safe, inclusive, and welcoming school community where students and staff are fully invested in academic, health, and social-emotional learning. | Broad Goal |

State Priorities addressed by this goal.

Priority 5: Pupil Engagement (Engagement)
Priority 6: School Climate (Engagement)

An explanation of why the LEA has developed this goal.

We believe that a strong school culture is accomplished by having our network of teachers, scholars, and school leaders adhere to our foundational practices with consistency. Effective school leaders and faculty transform vision and values into meticulously built systems that operate in every single classroom and hallway. These core values and daily practices create a strong, supportive school community.

Our school culture is grounded in students feeling a strong sense of belonging at the school, as well as having a cohesive school environment that is safe and supportive. Student engagement and school culture efforts are focused on providing fun and creative opportunities for connection, exploration, and wellness. We partner with community organizations as much as possible to provide these opportunities to our students and families and create a culture of celebration by honoring students and their accomplishments throughout the year. We also center social justice in our work together and provide teachers with continuous learning to build their equity practices and cultural fluency.

Goal 3 is a broad goal focused on creating and maintaining this safe, inclusive, supportive school environment. The priorities being addressed under this goal include pupil engagement and school climate. It was developed in collaboration with our educational partners to ensure that we continue to prioritize student engagement and the culture of our school community. We will achieve this goal by implementing frequent school culture activities and positive behavioral intervention systems and social-emotional learning. The metrics and actions outlined below ensure that we are building a supportive school community fully invested in academic and non-academic outcomes.

## Measuring and Reporting Results

| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|---|---|---|---|---|---|---|
| 3.1 | 90% or greater Average Daily Attendance (“ADA”) (SP 5.1) | ALL: 95.7% Asian: 97.0% Hispanic: 93.2% | All: 97.75% | All: 97.56% | Each student subgroup will | 1.86% |

| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|---|---|---|---|---|---|---|
| | Source: CALPADS 14.1 | EL: 95.7%<br>SED: 95.9% | | | achieve 90% or greater ADA. | |
| 3.2 | Decrease student chronic absenteeism rate or meet the overall state average for baseline year (SP 5.2)<br>Source: CA Dashboard and DataQuest Chronic Absenteeism Rate | All: 6.1%<br>SED: 4.5%<br>Asian: 0.5%<br>Hispanic: 26.2%<br>EL: 12.3%<br>SWD: 15.6% | All: 3.0%<br>SED: 1.9%<br>Asian: 0.5%<br>Hispanic: 11.4%<br>EL: 3.2%<br>SWD: 3.8% | All: 3.9%<br>SED: 4.3%<br>Asian: 0.9%<br>Hispanic: 20.0%<br>EL: 8.3%<br>SWD: 7.4% | Each student subgroup will decrease at least 0.5 percentage points annually or meet the overall 2022-2023 state average, 24.9%. | All: -2.2%<br>SED: -0.2%<br>Asian: 0.4%<br>Hispanic: -6.2%<br>EL: -4.0%<br>SWD: -8.2% |
| 3.3 | Decrease suspension rate or meet the overall state average for baseline year (SP 6.1)<br>Source: CA Dashboard | All: 0.0%<br>SED: 0.0%<br>Asian: 0.0%<br>Hispanic: 0.0%<br>EL: 0.0%<br>SWD: 0.0% | All: 0.8%<br>SED: 0.9%<br>Asian: 0.0%<br>Hispanic: 2.9%<br>EL: 0.0%<br>SWD: 3.8% | All: 0.3%<br>SED: 0.0%<br>Asian: 0.4%<br>Hispanic: 0.0%<br>EL: 1.6%<br>SWD: 0.0% | Each student subgroup will decrease at least 0.5 percentage points annually or meet the 2022¬2023 overall state average, 3.5% | All: 0.3%<br>SED: 0.0%<br>Asian: 0.4%<br>Hispanic: 0.0%<br>EL: 1.6%<br>SWD: 0.0% |
| 3.4 | Maintain a very low expulsion rate (SP 6.2)<br>Source: DataQuest Expulsion Rate | All: 0.0%<br>SED: 0.0%<br>Asian: 0.0%<br>Hispanic: 0.0%<br>EL: 0.0%<br>SWD: 0.0% | All: 0.0%<br>SED: 0.0%<br>Asian: 0.0%<br>Hispanic: 0.0%<br>EL: 0.0%<br>SWD: 0.0% | All: 0.0%<br>SED: 0.0%<br>Asian: 0.0%<br>Hispanic: 0.0%<br>EL: 0.0%<br>SWD: 0.0% | Each student subgroup will have 0.5% or lower expulsion rate | All: 0.0%<br>SED: 0.0%<br>Asian: 0.0%<br>Hispanic: 0.0%<br>EL: 0.0%<br>SWD: 0.0% |
| 3.5 | Increase the percent of students responding "agree" or "strongly agree" to "I really feel like a part of my school's community." (SP 6.3) | 51.0%<br>From the 21-22 school year. | 44.0% | 49.0% | Increase 3 percentage points annually or meet 85% of students responding "agree" or "strongly agree" | -2.0% |

| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|---|---|---|---|---|---|---|
| | Source: YouthTruth survey | | | | | |
| 3.6 | Increase the percent of students responding "agree" or "strongly agree" to "I feel safe at school." (SP 6.3)<br>Source: YouthTruth survey | 70.0%<br>From the 21-22 school year. | 54.0% | 58.0% | Increase 3 percentage points annually or meet 85% of students responding "agree" or "strongly agree" | -12.0% |
| 3.7 | Decrease the MS dropout rate or maintain a rate below 3.5% (SP 5.3)<br>Source: CALPADS Exit codes | 0.0% | 0.0% | 0.3% | Each student subgroup will decrease at least 1 percentage point annually or maintain a rate below 3.5% | 0.3% |
| 3.8 | | | | | | |

# Goal Analysis [2025-26]

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

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Our goal is to create and maintain a safe, inclusive, and supportive school environment that fosters a strong sense of belonging and engagement for all students. We are committed to supporting students' academic success alongside their social-emotional well-being through intentional school culture-building practices and systems of support. School climate and pupil engagement remain critical factors in student achievement and overall well-being.

Planned: Expand Positive Behavioral Interventions and Supports (PBIS) schoolwide to promote a positive behavioral culture and reduce disciplinary incidents. Host regular schoolwide culture-building activities, including spirit days, student assemblies, and recognition programs, to strengthen student connection and celebrate diversity. Analyze engagement and climate data, including attendance, discipline, and survey results, on an ongoing basis to identify trends and adjust practices accordingly.

Implemented: Implemented the YouthTruth survey to gather student feedback regarding school climate, engagement, and sense of belonging. Survey results indicated an increase in students reporting feeling connected to the school community. The school also continued to strengthen its overall approach to school culture through schoolwide activities, student recognition opportunities, and ongoing efforts to build positive relationships and inclusive practices across campus. As a result of these efforts, the school saw improvements in student attendance, behavior, engagement, and overall perception of school climate. These outcomes contributed directly to students' academic and personal growth and reinforced the school's commitment to equity, inclusion, and whole-child development.

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

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Based on attendance data, 98% ada higest in Alameda County, suspension rates, student climate surveys, and feedback from educational partners, there is clear evidence of strength in the school's efforts to build student connection and a positive school culture. Data indicate improved student engagement and stability, reflected in consistent attendance patterns and reduced suspension rates. Student and family feedback further supports these outcomes, with many reporting that the school is an environment where they feel emotionally and physically safe, respected, and connected to a broader school community.

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

Provide ongoing professional development for staff focused on trauma-informed practices and effective student engagement strategies to better support the diverse needs of students with increasing diversity of student population. Continued implementation of Social-Emotional Learning (SEL) instruction across classrooms to build students' emotional literacy and independence.

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

# Actions

| Action # | Title | Description | Total Funds | Contributing |
|---|---|---|---|---|
| **3.1** | Community Engagement | Implement an annual survey to collect staff, student, and parent feedback on a variety of topics including school plans, culture and engagement, and academic program. Engage with community programs and organizations to provide resources for families and students, especially our most marginalized subgroups. Provide workshops for students on social skills, academic skills, and stress management. Establish partnerships with a variety of programs to explore interests to lead a healthy life, such as: | $51,275.83 | Yes |

| Action # | Title | Description | Total Funds | Contributing |
|---|---|---|---|---|
| | | Mindfulness, Yoga, Karate, sports, arts, clubs, and more. Host an annual event in partnership with community organizations, such as a community resource fair, park clean-up day, and/or civic engagement opportunities. | | |
| **3.2** | School Culture Activities | Throughout the year, provide a variety of activities to motivate learning, social skills, and a strong school culture, including:<br>- Field trips, graduation ceremonies, demonstrations of values, attendance, and academic progress<br>- Acknowledge accomplishments and progress every quarter with awards and ribbons<br>- Build school spirit and provide themed celebrations and materials such as school uniforms, agendas/school supplies, athletic apparel, yearbooks, etc.<br>- Hold quarterly culture-building events such as outdoor field days, pep rallies, or community clean-up days that promote a strong sense of school culture and community.<br>- Hold at least one student assembly annually on student academic achievement.<br>- Hold at least two assemblies that focus on developmentally appropriate social/emotional concerns such as: bullying, cyber-bullying, peer pressure, sexual education, drug and alcohol abuse, growth mindset, digital citizenship, mind and body health, neighborhood safety, and programs addressing equity and social justice. | $185,039.93 | Yes |
| **3.3** | Supports for Student Attendance and Engagement | On an ongoing basis throughout the school year, assess student attendance data and evaluate the progress of any student subgroups with a red dashboard indicator for chronic absenteeism.<br><br>Provide training and support resources for the School Attendance Review Team to reduce chronic absenteeism, with a particular emphasis on serving our most vulnerable students and identifying and addressing students' individual needs. | $47,787.54 | Yes |

| Action # | Title | Description | Total Funds | Contributing |
|---|---|---|---|---|
| **3.4** | Supports for Student Behavior and Wellbeing | On an ongoing basis throughout the school year, assess student data and evaluate the progress of any student subgroup with a red dashboard indicator for suspension and/or expulsion.<br><br>Implement Positive Behavior Intervention Systems and restorative justice practices at the school which emphasize school values and reward positive student behaviors, including:<br>- Each month, select a student of the month to celebrate students who distinguished themselves by demonstrating school values<br>- Provide professional development for teachers and staff in the use of restorative practices, with a focus on supporting our most vulnerable students and any subgroups with a recent red dashboard indicator for suspension or expulsion<br>• Train teachers to provide social-emotional learning opportunities through advisory/home room classes<br>-The school psychologist/wellness counselor will meet with students experiencing non-academic problems | $295,690.13 | Yes |

# Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2026-27]

| Total Projected LCFF Supplemental and/or Concentration Grants | Projected Additional 15 percent LCFF Concentration Grant |
|---|---|
| $1251755 | $ |

**Required Percentage to Increase or Improve Services for the LCAP Year**

| Projected Percentage to Increase or Improve Services for the Coming School Year | LCFF Carryover — Percentage | LCFF Carryover — Dollar | Total Percentage to Increase or Improve Services for the Coming School Year |
|---|---|---|---|
| 23.550% | 0.000% | $0.00 | 23.550% |

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

## Required Descriptions

### *LEA-wide and Schoolwide Actions*

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

| Goal and Action # | Identified Need(s) | How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| **1.1** | **Action:**<br>Academic Assessment and Progress Monitoring<br><br>**Need:**<br>Statewide, socioeconomically disadvantaged (“SED”)/low-income students have significantly lower rates of ELA and Math proficiency (42.6 and 80.8 points below standard, respectively) compared to their non-SED peers (13.6 and | Our multi-tiered levels of support will provide students with additional supports in the areas that they need it most. Each academic intervention is driven by student data to support learning and includes after school learning time and tutoring to target skill building, and the use of supplemental instruction programs such as IXL, iReady, Actively Learn, Lexia. We’re also providing extended professional development for staff so that they can differentiate instruction, utilize data to inform | We will monitor progress in the academic growth of our SED students. Feedback from students and families will shape the implementation of these supports.<br><br>Metric 1m: Schoolwide and subgroup averages achieve at least one year’s |

| Goal and Action # | Identified Need(s) | How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| | 49.1 points). Our school serves a high rate of SED students (83.5% in the 2023-24 school year). State and national data demonstrates that students from low socioeconomic backgrounds benefit from increased supports in achieving academic proficiency. There is a need for SED students to grow more than 1 year's worth of academic progress in a year's time in order to "catch up" to their more affluent peers and achieve proficiency. Additionally, parents and staff have indicated that academics are a top concern for them. Staff requested additional professional development to support them in building their capacity to utilize our internal assessment tools, assess academic data, and differentiate instruction.<br><br>**Scope:**<br>LEA-wide<br>Schoolwide | instruction, and learn from veteran teachers via mentoring.<br><br>These actions are being provided on an LEA- wide basis because a majority of our students are low income, and because all of our students can benefit from the academic interventions to support academic growth. | progress in ELA, as defined by internal assessment.<br><br>Metric 1n: Schoolwide and subgroup averages achieve at least one year's progress in Math, as defined by internal assessment. |
| **1.2** | **Action:**<br>Academic Supports<br><br>**Need:**<br>Statewide, socioeconomically disadvantaged ("SED")/low-income students have significantly lower rates of ELA and Math proficiency (42.6 and 80.8 points below standard, respectively) compared to their non-SED peers (13.6 and 49.1 points). Our school serves a high rate of SED students (83.5% in the 2023-24 school year). State and national data demonstrates that students from low socioeconomic backgrounds benefit from increased supports | Our multi-tiered levels of support will provide students with additional supports in the areas that they need it most. Each academic intervention is driven by student data to support learning and includes after school learning time and tutoring to target skill building, and the use of supplemental instruction programs such as IXL, iReady, Actively Learn, Lexia. We're also providing extended professional development for staff so that they can differentiate instruction, utilize data to inform instruction, and learn from veteran teachers via mentoring. | We will monitor progress in the academic growth of our SED students. Feedback from students and families will shape the implementation of these supports.<br><br>Metric 1m: Schoolwide and subgroup averages achieve at least one year's progress in ELA, as defined by internal assessment. |

| Goal and Action # | Identified Need(s) | How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| | in achieving academic proficiency. There is a need for SED students to grow more than 1 year's worth of academic progress in a year's time in order to "catch up" to their more affluent peers and achieve proficiency. Additionally, parents and staff have indicated that academics are a top concern for them. Staff requested additional professional development to support them in building their capacity to utilize our internal assessment tools, assess academic data, and differentiate instruction.<br><br>**Scope:**<br>LEA-wide | These actions are being provided on an LEA- wide basis because a majority of our students are low income, and because all of our students can benefit from the academic interventions to support academic growth. | Metric 1n: Schoolwide and subgroup averages achieve at least one year's progress in Math, as defined by internal assessment. |
| **1.4** | **Action:**<br>Professional Development to Promote Academic Excellence<br><br>**Need:**<br>Statewide, socioeconomically disadvantaged ("SED")/low-income students have significantly lower rates of ELA and Math proficiency (42.6 and 80.8 points below standard, respectively) compared to their non-SED peers (13.6 and 49.1 points). Our school serves a high rate of SED students (83.5% in the 2023-24 school year). State and national data demonstrates that students from low socioeconomic backgrounds benefit from increased supports in achieving academic proficiency. There is a need for SED students to grow more than 1 year's worth of academic progress in a year's time in order to "catch up" to their more affluent peers and achieve proficiency. | Our multi-tiered levels of support will provide students with additional supports in the areas that they need it most. Each academic intervention is driven by student data to support learning and includes after school learning time and tutoring to target skill building, and the use of supplemental instruction programs such as IXL, iReady, Actively Learn, Lexia. We're also providing extended professional development for staff so that they can differentiate instruction, utilize data to inform instruction, and learn from veteran teachers via mentoring.<br><br>These actions are being provided on an LEA- wide basis because a majority of our students are low income, and because all of our students can benefit from the academic interventions to support academic growth. | We will monitor progress in the academic growth of our SED students. Feedback from students and families will shape the implementation of these supports.<br><br>Metric 1m: Schoolwide and subgroup averages achieve at least one year's progress in ELA, as defined by internal assessment.<br><br>Metric 1n: Schoolwide and subgroup averages achieve at least one year's progress in Math, as |

| Goal and Action # | Identified Need(s) | How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| | Additionally, parents and staff have indicated that academics are a top concern for them. Staff requested additional professional development to support them in building their capacity to utilize our internal assessment tools, assess academic data, and differentiate instruction.<br><br>**Scope:**<br>LEA-wide | | defined by internal assessment. |
| **1.7** | **Action:**<br>Additional Supports for Long-term English Learners<br><br>**Need:**<br>Language barriers make academic assessments such as CAASPP extremely challenging for our English learners. As a result, they perform worse on these assessments in both ELA and math (7.1% and 10.6% proficient, respectively) compared to the overall average for students (21.7% in ELA and 21.4% in math). Feedback from parents of English learners, and our English learner students, indicate that English fluency and academic success remain a top priority. Our teachers have expressed a need for additional professional development that prepares them to effectively teach and support English learners in their classrooms.<br><br>**Scope:** | To target students' language fluency, we will utilize evidence-based ELD courses which meet the needs of multilingual learners at all proficiency levels—from newcomers to long¬term English learners—as the core curriculum for all ELD classes. We will also utilize intervention programs such as Lexia English to target specific skills and accelerate English proficiency.<br><br>These actions will also address teachers' need for additional, targeted trainings in the use of effective instructional strategies for these students by providing additional professional development time in this area. In addition, the school's ELD Specialist will work with teachers to co-plan lessons, conduct classroom observations, and provide one-on-one coaching to improve EL supports. We will hire and retain a full-time paraprofessional to work with ELs on academic success and reclassification. | We will analyze ELPI results annually and will use internal progress monitoring tools to assess each long-term English learner's progress towards reclassification during the school year. We will meet with families to discuss their student's progress towards reclassification and their input will inform the school's programs and supports for English learners and long-term English learners.<br><br>Metric 1 i: Increase percent of EL students growing at least one ELPI level/maintaining the highest ELPI level or meet the state average for baseline year. |

| Goal and Action # | Identified Need(s) | How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| | | | Metric 1L: Provide at least one paraprofessional to work with English learners. |
| **1.9** | **Action:**<br>Supports for Homeless and/or Foster Youth<br><br>**Need:**<br>Although the number of foster youth and homeless students at our school is too small to be statistically significant on the California Schools Dashboard, data on these students nation-wide, as well as in the Bay Area, demonstrates there is a clear need for tangible supports such as resources, materials, and services that provide direct aid to students and their families. Foster youth and students experiencing homelessness are at a greater risk of "slipping through the cracks" compared to their peers. According to a California-based research study, the odds of homelessness for older youth were 44% lower for those who reported that they had "enough" people to turn to for tangible support. This includes those who can provide direct resources and/or practical assistance. Through outreach with students and families at our school, we have learned that there is need for additional communication and coordination between the school and some of our highest need families, including families of homeless students and foster youth. There is also a need for strong communication from a Spanish-language speaker as many of our families speak Spanish in their homes. | The bilingual role of Community Outreach Coordinator will promote strong connection and communication with all families, in addition to coordinating services for homeless students and foster youth. The coordinator will ensure that students and families have access to tangible resources from local organizations and nonprofits that can support them outside the classroom as well, such as Familias Unidas, Clinica de la Raza, Native American Health Center, Unity Council, Catholic Charities of the East Bay. Lastly, the after-school program provides students with a safe place to continue to learn, grow, and socialize after the school day has completed.<br><br>These actions are being provided on an LEA- wide basis because even if a student is not currently homeless or in foster care, they may be at risk of either of these and their families may benefit from the efforts of the Community Outreach Coordinator and some of the provided supplies and materials. Therefore, while this action is designed to principally serve the needs of these students, it may benefit other students as well, including SED students and English learners. | We will monitor progress in increasing the average daily attendance rates for homeless and foster youth. Feedback from students and families will shape the work of the Community Outreach Coordinator.<br><br>Metric 2: Parents will be provided regular opportunities to participate in school site decision-making. Metric 3a: Attain 90% or greater Average Daily Attendance for all subgroups. |

| Goal and Action # | Identified Need(s) | How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| | **Scope:**<br>LEA-wide | | |
| **2.1** | **Action:**<br>Parent Engagement Activities<br><br>**Need:**<br>We have heard from our parents over the years (via one-on-one conversations and surveys) that they are interested in having parent education workshops on topics such as college and career preparation, mental health, internet safety, and a range of other topics. Many of our families are low-income and face additional challenges in regard to mental and physical health, and in knowing the process for getting their student to college. Many of our students are on track to become first-generation college students and it is our goal to build families' cultural capital in understanding howto navigate A-G coursework, preparing for the college application process, qualifying for financial aid, etc.<br><br>Additionally, many of our families' home language is not English, and so we provide translation services and resources to ensure that all families can access the content and programming at our school.<br><br>**Scope:** | As a result of this feedback from parents and students, we utilize the communication platform ParentSquare to relay information to families, invite them to school events, and solicit feedback on what kinds of things are important to them. We provide translation services and parent education workshops on topics of their interest, and host school orientations/open houses to share information about the school and available programs and resources for them and their students. We host bimonthly parent meetings at different times of day to accommodate varying parent schedules.<br><br>These actions are being provided on an LEA- wide basis because a majority of our families are lowincome, and because all of our parents can benefit from the educational workshops and community-building events, and we want to seek input from all families into school decision-making and planning. | We will monitor effectiveness in this area by ensuring that we host regular opportunities, workshops, and events for families that target their needs and interests, particularly parents of unduplicated pupils and students with exceptional needs.<br><br>Metric 2a: Parents will be provided with regular opportunities to participate in school site decision-making.<br><br>Metric 2b: Parents of all students, including unduplicated pupils and students with exceptional needs, will be invited to participate in at least 4 parent/family events, including parent-teacher conferences, ongoing parent meetings and workshops, and other school events. |

| Goal and Action # | Identified Need(s) | How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| | LEA-wide | | |
| **2.2** | **Action:**<br>Parent Communication Activities<br><br>**Need:**<br>We have heard from our parents over the years (via one-on-one conversations and surveys) that they are interested in having parent education workshops on topics such as college and career preparation, mental health, internet safety, and a range of other topics. Many of our families are low-income and face additional challenges in regard to mental and physical health, and in knowing the process for getting their student to college. Many of our students are on track to become first-generation college students and it is our goal to build families' cultural capital in understanding howto navigate A-G coursework, preparing for the college application process, qualifying for financial aid, etc.<br><br>Additionally, many of our families' home language is not English, and so we provide translation services and resources to ensure that all families can access the content and programming at our school.<br><br>**Scope:**<br>LEA-wide | As a result of this feedback from parents and students, we utilize the communication platform ParentSquare to relay information to families, invite them to school events, and solicit feedback on what kinds of things are important to them. We provide translation services and parent education workshops on topics of their interest, and host school orientations/open houses to share information about the school and available programs and resources for them and their students. We host bimonthly parent meetings at different times of day to accommodate varying parent schedules.<br><br>These actions are being provided on an LEA- wide basis because a majority of our families are lowincome, and because all of our parents can benefit from the educational workshops and community-building events, and we want to seek input from all families into school decision-making and planning. | We will monitor effectiveness in this area by ensuring that we host regular opportunities, workshops, and events for families that target their needs and interests, particularly parents of unduplicated pupils and students with exceptional needs.<br><br>Metric 2a: Parents will be provided with regular opportunities to participate in school site decision-making.<br><br>Metric 2b: Parents of all students, including unduplicated pupils and students with exceptional needs, will be invited to participate in at least 4 parent/family events, including parent-teacher conferences, ongoing parent meetings and workshops, and other school events. |


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| Goal and Action # | Identified Need(s) | How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| **3.1** | **Action:**<br>Community Engagement<br><br>**Need:**<br>Survey data and other local data has indicated a strong need from our parents and students to offer robust non- academic offerings to enrich students' education experience, provide opportunities to learn and growoutside the classroom, and make school a more fun and engaging experience overall. Feedback from our parents and students indicated a need for extracurriculars such as arts, athletics, clubs, field trips, and non-academic content learning (such as stress management, typing, and study skills). Like many schools across the nation since the pandemic, our attendance and chronic absenteeism data (available in the metric data under Goal 3) demonstrate that these are two areas of need. Qualitative data from the 2023- 24 survey provided some of the examples described above, and other survey data indicated that 79.0% of students indicated they "really feel like a part of my school's community."<br><br>**Scope:**<br>LEA-wide | As a result of our community partners' feedback, we will solicit detailed and ongoing feedback via survey to better identify which specific activities are of interest to the current student body. We will provide workshops for students on social skills, academic skills, and stress management, as well as workshops for students to explore interests that lead a healthy life, such as: Mindfulness, Yoga, Karate, sports, arts, clubs, and more. We will establish partnerships with a variety of community organizations and programs to provide resources for families and students, especially our most marginalized subgroups. We will host an annual event in partnership with community organizations, such as a community resource fair, park clean-up day, and/or civic engagement opportunities. On an ongoing basis throughout the school year, we will assess student attendance data and evaluate the progress of any student subgroups with a red dashboard indicator for chronic absenteeism. We will provide training and support resources for the School Attendance ReviewTeam to reduce chronic absenteeism.<br><br>These actions are being provided on an LEA- wide basis because all of our students and families contribute to the school culture and benefit from a close community and engaging learning experience. Many of our students struggle with absenteeism and can benefit from the interventions to support engagement and attendance. | Throughout the school year we will assess student attendance data and chronic absenteeism, as well have conversations with our students and families about the progress of this work via FSTmeetings and other parent/student engagement activities. Once per year we will analyze the survey results. Feedback from families and students will shape the implementation of the program, including specific workshop topics and field trip locations.<br><br>Metric 3a: 90% or greater Average Daily Attendance.<br><br>Metric 3b: Decrease student chronic absenteeism rate or meet the overall state average for baseline year.<br><br>Metric 3h: Increase the percent of students responding "agree" or "strongly agree" to "I really feel like a part of my school's community." |

| Goal and Action # | Identified Need(s) | How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| **3.2** | **Action:**<br>School Culture Activities<br><br>**Need:**<br>Survey data and other local data has indicated a strong need from our parents and students to offer robust non- academic offerings to enrich students' education experience, provide opportunities to learn and growoutside the classroom, and make school a more fun and engaging experience overall. Feedback from our parents and students indicated a need for extracurriculars such as arts, athletics, clubs, field trips, and non-academic content learning (such as stress management, typing, and study skills). Like many schools across the nation since the pandemic, our attendance and chronic absenteeism data (available in the metric data under Goal 3) demonstrate that these are two areas of need. Qualitative data from the 2023- 24 survey provided some of the examples described above, and other survey data indicated that 79.0% of students indicated they "really feel like a part of my school's community."<br><br>**Scope:**<br>LEA-wide | As a result of our community partners' feedback, we will solicit detailed and ongoing feedback via survey to better identify which specific activities are of interest to the current student body. We will provide workshops for students on social skills, academic skills, and stress management, as well as workshops for students to explore interests that lead a healthy life, such as: Mindfulness, Yoga, Karate, sports, arts, clubs, and more. We will establish partnerships with a variety of community organizations and programs to provide resources for families and students, especially our most marginalized subgroups. We will host an annual event in partnership with community organizations, such as a community resource fair, park clean-up day, and/or civic engagement opportunities. On an ongoing basis throughout the school year, we will assess student attendance data and evaluate the progress of any student subgroups with a red dashboard indicator for chronic absenteeism. We will provide training and support resources for the School Attendance ReviewTeam to reduce chronic absenteeism.<br><br>These actions are being provided on an LEA- wide basis because all of our students and families contribute to the school culture and benefit from a close community and engaging learning experience. Many of our students struggle with absenteeism and can benefit from the interventions to support engagement and attendance. | Throughout the school year we will assess student attendance data and chronic absenteeism, as well have conversations with our students and families about the progress of this work via FSTmeetings and other parent/student engagement activities. Once per year we will analyze the survey results. Feedback from families and students will shape the implementation of the program, including specific workshop topics and field trip locations.<br><br>Metric 3a: 90% or greater Average Daily Attendance.<br><br>Metric 3b: Decrease student chronic absenteeism rate or meet the overall state average for baseline year.<br><br>Metric 3h: Increase the percent of students responding "agree" or "strongly agree" to "I really feel like a part of my school's community." |

| Goal and Action # | Identified Need(s) | How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| **3.3** | **Action:**<br>Supports for Student Attendance and Engagement<br><br>**Need:**<br>Survey data and other local data has indicated a strong need from our parents and students to offer robust non- academic offerings to enrich students' education experience, provide opportunities to learn and growoutside the classroom, and make school a more fun and engaging experience overall. Feedback from our parents and students indicated a need for extracurriculars such as arts, athletics, clubs, field trips, and non-academic content learning (such as stress management, typing, and study skills). Like many schools across the nation since the pandemic, our attendance and chronic absenteeism data (available in the metric data under Goal 3) demonstrate that these are two areas of need. Qualitative data from the 2023- 24 survey provided some of the examples described above, and other survey data indicated that 79.0% of students indicated they "really feel like a part of my school's community."<br><br>**Scope:**<br>LEA-wide | As a result of our community partners' feedback, we will solicit detailed and ongoing feedback via survey to better identify which specific activities are of interest to the current student body. We will provide workshops for students on social skills, academic skills, and stress management, as well as workshops for students to explore interests that lead a healthy life, such as: Mindfulness, Yoga, Karate, sports, arts, clubs, and more. We will establish partnerships with a variety of community organizations and programs to provide resources for families and students, especially our most marginalized subgroups. We will host an annual event in partnership with community organizations, such as a community resource fair, park clean-up day, and/or civic engagement opportunities. On an ongoing basis throughout the school year, we will assess student attendance data and evaluate the progress of any student subgroups with a red dashboard indicator for chronic absenteeism. We will provide training and support resources for the School Attendance ReviewTeam to reduce chronic absenteeism.<br><br>These actions are being provided on an LEA- wide basis because all of our students and families contribute to the school culture and benefit from a close community and engaging learning experience. Many of our students struggle with absenteeism and can benefit from the interventions to support engagement and attendance. | Throughout the school year we will assess student attendance data and chronic absenteeism, as well have conversations with our students and families about the progress of this work via FSTmeetings and other parent/student engagement activities. Once per year we will analyze the survey results. Feedback from families and students will shape the implementation of the program, including specific workshop topics and field trip locations.<br><br>Metric 3a: 90% or greater Average Daily Attendance.<br><br>Metric 3b: Decrease student chronic absenteeism rate or meet the overall state average for baseline year.<br><br>Metric 3h: Increase the percent of students responding "agree" or "strongly agree" to "I really feel like a part of my school's community." |

| Goal and Action # | Identified Need(s) | How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| **3.4** | **Action:**<br>Supports for Student Behavior and Wellbeing<br><br>**Need:**<br>Survey data and other local data has indicated a strong need from our parents and students to offer robust non- academic offerings to enrich students' education experience, provide opportunities to learn and growoutside the classroom, and make school a more fun and engaging experience overall. Feedback from our parents and students indicated a need for extracurriculars such as arts, athletics, clubs, field trips, and non-academic content learning (such as stress management, typing, and study skills). Like many schools across the nation since the pandemic, our attendance and chronic absenteeism data (available in the metric data under Goal 3) demonstrate that these are two areas of need. Qualitative data from the 2023- 24 survey provided some of the examples described above, and other survey data indicated that 79.0% of students indicated they "really feel like a part of my school's community."<br><br>**Scope:**<br>LEA-wide | As a result of our community partners' feedback, we will solicit detailed and ongoing feedback via survey to better identify which specific activities are of interest to the current student body. We will provide workshops for students on social skills, academic skills, and stress management, as well as workshops for students to explore interests that lead a healthy life, such as: Mindfulness, Yoga, Karate, sports, arts, clubs, and more. We will establish partnerships with a variety of community organizations and programs to provide resources for families and students, especially our most marginalized subgroups. We will host an annual event in partnership with community organizations, such as a community resource fair, park clean-up day, and/or civic engagement opportunities. On an ongoing basis throughout the school year, we will assess student attendance data and evaluate the progress of any student subgroups with a red dashboard indicator for chronic absenteeism. We will provide training | Throughout the school year we will assess student attendance data and chronic absenteeism, as well have conversations with our students and families about the progress of this work via FSTmeetings and other parent/student engagement activities. Once per year we will analyze the survey results. Feedback from families and students will shape the implementation of the program, including specific workshop topics and field trip locations.<br><br>Metric 3a: 90% or greater Average Daily Attendance.<br><br>Metric 3b: Decrease student chronic absenteeism rate or meet the overall state average for baseline year.<br><br>Metric 3h: Increase the percent of students responding "agree" or "strongly agree" to "I really feel like a part of my school's community." |

## *Limited Actions*

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

| Goal and Action # | Identified Need(s) | How the Action(s) are Designed to Address Need(s) | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| **1.6** | **Action:**<br>Supports for English Learners<br><br>**Need:**<br>Language barriers make academic assessments such as CAASPP extremely challenging for our English learners. As a result, they perform worse on these assessments in both ELA and math (7.1% and 10.6% proficient, respectively) compared to the overall average for students (21.7% in ELA and 21.4% in math). Feedback from parents of English learners, and our English learner students, indicate that English fluency and academic success remain a top priority. Our teachers have expressed a need for additional professional development that prepares them to effectively teach and support English learners in their classrooms.<br><br>**Scope:**<br>Limited to Unduplicated Student Group(s) | To target students' language fluency, we will utilize evidence-based ELD courses which meet the needs of multilingual learners at all proficiency levels—from newcomers to long-term English learners—as the core curriculum for all ELD classes. We will also utilize intervention programs such as Lexia English to target specific skills and accelerate English proficiency.<br><br>These actions will also address teachers' need for additional, targeted trainings in the use of effective instructional strategies for these students by providing additional professional development time in this area. In addition, the school's ELD Specialist will work with teachers to co-plan lessons, conduct classroom observations, and provide one-on-one coaching to improve EL supports. We will hire and retain a full-time paraprofessional to work with ELs on academic success and reclassification. | We will analyze ELPI results annually and will use internal progress monitoring tools to assess each long-term English learner's progress towards reclassification during the school year. We will meet with families to discuss their student's progress towards reclassification and their input will inform the school's programs and supports for English learners and long-term English learners.<br><br>Metric 1 i: Increase percent of EL students growing at least one ELPI level/maintaining the highest ELPI level or meet the state average for baseline year.<br><br>Metric 1L: Provide at least one paraprofessional to work with English learners. |

| Goal and Action # | Identified Need(s) | How the Action(s) are Designed to Address Need(s) | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| **1.7** | **Action:**<br>Additional Supports for Long-term English Learners<br><br>**Need:**<br>Language barriers make academic assessments such as CAASPP extremely challenging for our English learners. As a result, they perform worse on these assessments in both ELA and math (7.1% and 10.6% proficient, respectively) compared to the overall average for students (21.7% in ELA and 21.4% in math). Feedback from parents of English learners, and our English learner students, indicate that English fluency and academic success remain a top priority. Our teachers have expressed a need for additional professional development that prepares them to effectively teach and support English learners in their classrooms.<br><br>**Scope:**<br>Limited to Unduplicated Student Group(s) | To target students' language fluency, we will utilize evidence-based ELD courses which meet the needs of multilingual learners at all proficiency levels—from newcomers to long-term English learners—as the core curriculum for all ELD classes. We will also utilize intervention programs such as Lexia English to target specific skills and accelerate English proficiency.<br><br>These actions will also address teachers' need for additional, targeted trainings in the use of effective instructional strategies for these students by providing additional professional development time in this area. In addition, the school's ELD Specialist will work with teachers to co-plan lessons, conduct classroom observations, and provide one-on-one coaching to improve EL supports. We will hire and retain a full-time paraprofessional to work with ELs on academic success and reclassification. | We will analyze ELPI results annually and will use internal progress monitoring tools to assess each long-term English learner's progress towards reclassification during the school year. We will meet with families to discuss their student's progress towards reclassification and their input will inform the school's programs and supports for English learners and long-term English learners.<br><br>Metric 1 i: Increase percent of EL students growing at least one ELPI level/maintaining the highest ELPI level or meet the state average for baseline year.<br><br>Metric 1L: Provide at least one paraprofessional to work with English learners. |

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

## Additional Concentration Grant Funding

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

The additional concentration grant add-on funding identified above will be used to directly hire and pay for several key positions within the LEA that support the needs of foster youth, English learners, and low-income students. First, the funds will be used to provide after school tutors to improve student academic outcomes (Goal 1, Action 1.2). Secondly, the funds will be used to hire and retain a full-time paraprofessional who is dedicated to supporting English learners and long-term English learners (Goal 1, Actions 1.6 and 1.7).

| **Staff-to-student ratios by type of school and concentration of unduplicated students** | Schools with a student concentration of 55 percent or less | Schools with a student concentration of greater than 55 percent |
|---|---|---|
| Staff-to-student ratio of classified staff providing direct services to students | Not applicable for charter schools. | Not applicable for charter schools. |
| Staff-to-student ratio of certificated staff providing direct services to students | Not applicable for charter schools. | Not applicable for charter schools. |

# 2026-27 Total Planned Expenditures Table

| LCAP Year | 1. Projected LCFF Base Grant (Input Dollar Amount) | 2. Projected LCFF Supplemental and/or Concentration Grants (Input Dollar Amount) | 3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1) | LCFF Carryover — Percentage (Input Percentage from Prior Year) | Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %) |
|---|---|---|---|---|---|
| Totals | 5315234 | 1251755 | 23.550% | 0.000% | 23.550% |

| Totals | LCFF Funds | Other State Funds | Local Funds | Federal Funds | Total Funds | Total Personnel | Total Non-personnel |
|---|---|---|---|---|---|---|---|
| Totals | $1,805,154.73 | $433,008.00 | $0.00 | $44,800.00 | $2,282,962.73 | $1,761,721.54 | $521,241.19 |

| Goal # | Action # | Action Title | Student Group(s) | Contributing to Increased or Improved Services? | Scope | Unduplicated Student Group(s) | Location | Time Span | Total Personnel | Total Non-personnel | LCFF Funds | Other State Funds | Local Funds | Federal Funds | Total Funds | Planned Percentage of Improved Services |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 1.1 | Academic Assessment and Progress Monitoring | English Learners<br>Foster Youth<br>Low Income | Yes | LEA-wide<br>Schoolwide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | Ongoing | $45,865.92 | $62,658.33 | $88,524.25 | $20,000.00 | | | $108,524.25 | |
| 1 | 1.2 | Academic Supports | English Learners<br>Foster Youth<br>Low Income | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | Ongoing | $713,064.25 | $0.00 | $577,232.25 | $135,832.00 | | | $713,064.25 | |
| 1 | 1.3 | Materials, Curriculum, & Supplies | All | No | | | All Schools | Ongoing | $0.00 | $120,000.00 | $120,000.00 | | | | $120,000.00 | |
| 1 | 1.4 | Professional Development to Promote Academic Excellence | English Learners<br>Foster Youth<br>Low Income | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | Ongoing | $109,888.09 | $15,500.00 | $125,388.09 | | | | $125,388.09 | |
| 1 | 1.5 | Safe and Secure Facilities | All | No | | | All Schools | Ongoing | $97,442.80 | $10,200.00 | $107,642.80 | | | | $107,642.80 | |
| 1 | 1.6 | Supports for English Learners | English Learners | Yes | Limited to Unduplicated Student Group(s) | English Learners | Specific Schools: The charter school/LEA | Ongoing | $150,253.48 | $20,000.00 | $20,000.00 | $150,253.48 | | | $170,253.48 | |
| 1 | 1.7 | Additional Supports for Long-term English Learners | English Learners | Yes | Limited to Unduplicated Student Group(s) | English Learners | Specific Schools: The charter school/LEA | Ongoing | $37,563.37 | $13,400.00 | $50,963.37 | | | | $50,963.37 | |

| Goal # | Action # | Action Title | Student Group(s) | Contributing to Increased or Improved Services? | Scope | Unduplicated Student Group(s) | Location | Time Span | Total Personnel | Total Non-personnel | LCFF Funds | Other State Funds | Local Funds | Federal Funds | Total Funds | Planned Percentage of Improved Services |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 1.8 | Supports for Students with Disabilities | Students with Disabilities | No | | | All Schools | Ongoing | $126,229.97 | $100,000.00 | $80,507.45 | $100,922.52 | | $44,800.00 | $226,229.97 | |
| 1 | 1.9 | Supports for Homeless and/or Foster Youth | English Learners<br>Foster Youth | Yes | LEA-wide | English Learners<br>Foster Youth | Specific Schools: The charter school/LEA | Ongoing | $25,710.75 | $6,000.00 | $25,710.75 | $6,000.00 | | | $31,710.75 | |
| 2 | 2.1 | Parent Engagement Activities | English Learners<br>Foster Youth<br>Low Income | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | Ongoing | $26,714.74 | $7,215.60 | $28,930.34 | $5,000.00 | | | $33,930.34 | |
| 2 | 2.2 | Parent Communication Activities | English Learners<br>Foster Youth<br>Low Income | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | Ongoing | $0.00 | $15,462.00 | $15,462.00 | | | | $15,462.00 | |
| 3 | 3.1 | Community Engagement | Low Income | Yes | LEA-wide | Low Income | Specific Schools: The charter school/LEA | Ongoing | $26,275.83 | $25,000.00 | $51,275.83 | | | | $51,275.83 | |
| 3 | 3.2 | School Culture Activities | English Learners<br>Foster Youth<br>Low Income | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | Ongoing | $75,039.93 | $110,000.00 | $170,039.93 | $15,000.00 | | | $185,039.93 | |
| 3 | 3.3 | Supports for Student Attendance and Engagement | English Learners<br>Foster Youth<br>Low Income | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | Ongoing | $45,725.94 | $2,061.60 | $47,787.54 | | | | $47,787.54 | |
| 3 | 3.4 | Supports for Student Behavior and Wellbeing | English Learners<br>Foster Youth<br>Low Income | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | Ongoing | $281,946.47 | $13,743.66 | $295,690.13 | | | | $295,690.13 | |

# 2026-27 Contributing Actions Table

| 1. Projected LCFF Base Grant | 2. Projected LCFF Supplemental and/or Concentration Grants | 3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1) | LCFF Carryover — Percentage (Percentage from Prior Year) | Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %) | 4. Total Planned Contributing Expenditures (LCFF Funds) | 5. Total Planned Percentage of Improved Services (%) | Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5) | Totals by Type | Total LCFF Funds |
|---|---|---|---|---|---|---|---|---|---|
| 5315234 | 1251755 | 23.550% | 0.000% | 23.550% | $1,497,004.48 | 0.000% | 28.164 % | **Total:** | $1,497,004.48 |
| | | | | | | | | **LEA-wide Total:** | $1,426,041.11 |
| | | | | | | | | **Limited Total:** | $70,963.37 |
| | | | | | | | | **Schoolwide Total:** | $88,524.25 |

| Goal | Action # | Action Title | Contributing to Increased or Improved Services? | Scope | Unduplicated Student Group(s) | Location | Planned Expenditures for Contributing Actions (LCFF Funds) | Planned Percentage of Improved Services (%) |
|---|---|---|---|---|---|---|---|---|
| 1 | 1.1 | Academic Assessment and Progress Monitoring | Yes | LEA-wide Schoolwide | English Learners Foster Youth Low Income | Specific Schools: The charter school/LEA | $88,524.25 | |
| 1 | 1.2 | Academic Supports | Yes | LEA-wide | English Learners Foster Youth Low Income | Specific Schools: The charter school/LEA | $577,232.25 | |
| 1 | 1.4 | Professional Development to Promote Academic Excellence | Yes | LEA-wide | English Learners Foster Youth Low Income | Specific Schools: The charter school/LEA | $125,388.09 | |
| 1 | 1.6 | Supports for English Learners | Yes | Limited to Unduplicated Student Group(s) | English Learners | Specific Schools: The charter school/LEA | $20,000.00 | |
| 1 | 1.7 | Additional Supports for Long-term English Learners | Yes | Limited to Unduplicated Student Group(s) | English Learners | Specific Schools: The charter school/LEA | $50,963.37 | |
| 1 | 1.9 | Supports for Homeless and/or Foster Youth | Yes | LEA-wide | English Learners Foster Youth | Specific Schools: The charter school/LEA | $25,710.75 | |
| 2 | 2.1 | Parent Engagement Activities | Yes | LEA-wide | English Learners Foster Youth | Specific Schools: The charter | $28,930.34 | |

| Goal | Action # | Action Title | Contributing to Increased or Improved Services? | Scope | Unduplicated Student Group(s) | Location | Planned Expenditures for Contributing Actions (LCFF Funds) | Planned Percentage of Improved Services (%) |
|---|---|---|---|---|---|---|---|---|
| | | | | | Low Income | school/LEA | | |
| **2** | **2.2** | Parent Communication Activities | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | $15,462.00 | |
| **3** | **3.1** | Community Engagement | Yes | LEA-wide | Low Income | Specific Schools: The charter school/LEA | $51,275.83 | |
| **3** | **3.2** | School Culture Activities | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | $170,039.93 | |
| **3** | **3.3** | Supports for Student Attendance and Engagement | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | $47,787.54 | |
| **3** | **3.4** | Supports for Student Behavior and Wellbeing | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | $295,690.13 | |

# 2025-26 Annual Update Table

| Totals | Last Year's Total Planned Expenditures (Total Funds) | Total Estimated Expenditures (Total Funds) |
|---|---|---|
| **Totals** | $2,044,895.03 | $2,050,408.61 |

| Last Year's Goal # | Last Year's Action # | Prior Action/Service Title | Contributed to Increased or Improved Services? | Last Year's Planned Expenditures (Total Funds) | Estimated Actual Expenditures (Input Total Funds) |
|---|---|---|---|---|---|
| **1** | **1.1** | Academic Assessment and Progress Monitoring | Yes | $82,920.83 | 83079.42 |
| **1** | **1.2** | Academic Supports | Yes | $713,064.25 | 713912.08 |
| **1** | **1.3** | Materials, Curriculum, & Supplies | No | $120,000.00 | 120142.68 |
| **1** | **1.4** | Professional Development to Promote Academic Excellence | Yes | $92,085.00 | 92194.49 |
| **1** | **1.5** | Safe and Secure Facilities | No | $101,320.75 | 101440.07 |
| **1** | **1.6** | Supports for English Learners | Yes | $138,937.83 | 139102.20 |
| **1** | **1.7** | Additional Supports for Long-term English Learners | Yes | $31,475.00 | 31512.42 |
| **1** | **1.8** | Supports for Students with Disabilities | No | $226,229.97 | 226229.97 |
| **1** | **1.9** | Supports for Homeless and/or Foster Youth | Yes | $19,012.70 | 19035.31 |
| **2** | **2.1** | Parent Engagement Activities | Yes | $36,301.64 | 36344.80 |
| **2** | **2.2** | Parent Communication Activities | Yes | $46,041.21 | 46096.05 |

| Last Year's Goal # | Last Year's Action # | Prior Action/Service Title | Contributed to Increased or Improved Services? | Last Year's Planned Expenditures (Total Funds) | Estimated Actual Expenditures (Input Total Funds) |
|---|---|---|---|---|---|
| | | | | | |
| 3 | 3.1 | Community Engagement | Yes | $80,801.64 | 80937.79 |
| 3 | 3.2 | School Culture Activities | Yes | $173,366.87 | 173573 |
| 3 | 3.3 | Supports for Student Attendance and Engagement | Yes | $44,893.89 | 47497.27 |
| 3 | 3.4 | Supports for Student Behavior and Wellbeing | Yes | $138,443.45 | 139311.06 |

# 2025-26 Contributing Actions Annual Update Table

| 6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount) | 4. Total Planned Contributing Expenditures (LCFF Funds) | 7. Total Estimated Expenditures for Contributing Actions (LCFF Funds) | Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4) | 5. Total Planned Percentage of Improved Services (%) | 8. Total Estimated Percentage of Improved Services (%) | Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8) |
|---|---|---|---|---|---|---|
| 1002027 | $1,228,691.15 | $1,234,364.33 | ($5,673.18) | 0.000% | 0.000% | 0.000% |

| Last Year's Goal # | Last Year's Action # | Prior Action/Service Title | Contributing to Increased or Improved Services? | Last Year's Planned Expenditures for Contributing Actions (LCFF Funds) | Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds) | Planned Percentage of Improved Services | Estimated Actual Percentage of Improved Services (Input Percentage) |
|---|---|---|---|---|---|---|---|
| 1 | 1.1 | Academic Assessment and Progress Monitoring | Yes | $45,262.50 | 48019.42 | | |
| 1 | 1.2 | Academic Supports | Yes | $577,232.25 | 566912.08 | | |
| 1 | 1.4 | Professional Development to Promote Academic Excellence | Yes | $92,085.00 | 95142.68 | | |
| 1 | 1.6 | Supports for English Learners | Yes | $15,000.00 | 15000 | | |
| 1 | 1.7 | Additional Supports for Long-term English Learners | Yes | $31,475.00 | 31512.42 | | |
| 1 | 1.9 | Supports for Homeless and/or Foster Youth | Yes | $13,012.70 | 16035.31 | | |
| 2 | 2.1 | Parent Engagement Activities | Yes | $36,301.64 | 36344.80 | | |
| 2 | 2.2 | Parent Communication Activities | Yes | $46,041.21 | 46096.05 | | |
| 3 | 3.1 | Community Engagement | Yes | $30,801.64 | 30937.79 | | |
| 3 | 3.2 | School Culture Activities | Yes | $158,141.87 | 163573 | | |
| 3 | 3.3 | Supports for Student Attendance and Engagement | Yes | $44,893.89 | 45479.72 | | |
| 3 | 3.4 | Supports for Student Behavior and Wellbeing | Yes | $138,443.45 | 139311.06 | | |

# 2025-26 LCFF Carryover Table

| 9. Estimated Actual LCFF Base Grant (Input Dollar Amount) | 6. Estimated Actual LCFF Supplemental and/or Concentration Grants | LCFF Carryover — Percentage (Percentage from Prior Year) | 10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %) | 7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds) | 8. Total Estimated Actual Percentage of Improved Services (%) | 11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8) | 12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9) | 13. LCFF Carryover — Percentage (12 divided by 9) |
|---|---|---|---|---|---|---|---|---|
| 3,095,877 | 1002027 | 0% | 32.366% | $1,234,364.33 | 0.000% | 39.871% | $0.00 | 0.000% |

# Local Control and Accountability Plan Instructions

Plan Summary

Engaging Educational Partners

Goals and Actions

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

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

# Introduction and Instructions

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

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

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (California Education Code [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.

- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.

- **Accountability and Compliance:** The LCAP serves an important accountability function because the nature of some LCAP template sections require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:

    - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, including long-term English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).

    - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).

        - **NOTE:** As specified in EC Section 62064(b)(1), the LCAP must provide a description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to EC Section 52052, to be achieved for each of the state priorities. Beginning in 2023–24, EC

Section 52052 identifies long-term English learners as a separate and distinct pupil subgroup with a numerical significance at 15 students.

- Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 52064[b][7]).
- Ensuring that all increases attributable to supplemental and concentration grant calculations, including concentration grant add-on funding and/or LCFF carryover, are reflected in the LCAP (EC sections 52064[b][6], [8], and [11]).

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

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

The revised LCAP template for the 2024–25, 2025–26, and 2026–27 school years reflects statutory changes made through Senate Bill 114 (Committee on Budget and Fiscal Review), Chapter 48, Statutes of 2023 and Senate Bill 153, Chapter 38, Statues of 2024.

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

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

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

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

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

# Plan Summary

## *Purpose*

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

# Requirements and Instructions

### General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA. LEAs may also provide information about their strategic plan, vision, etc.

Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA.

- For example, information about an LEA in terms of geography, enrollment, employment, the number and size of specific schools, recent community challenges, and other such information the LEA may wish to include can enable a reader to more fully understand the LEA's LCAP.
- LEAs may also provide information about their strategic plan, vision, etc.
- As part of this response, identify all schools within the LEA receiving Equity Multiplier funding.

### Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Reflect on the LEA's annual performance on the Dashboard and local data. This may include both successes and challenges identified by the LEA during the development process.

LEAs are encouraged to highlight how they are addressing the identified needs of student groups, and/or schools within the LCAP as part of this response.

As part of this response, the LEA must identify the following, which will remain unchanged during the three-year LCAP cycle:

- Any school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;
- Any student group within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard; and/or
- Any student group within a school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard.

*EC* Section 52064.4 requires that an LEA that has unexpended Learning Recovery Emergency Block Grant (LREBG) funds must include one or more actions funded with LREBG funds within the 2026-27, 2026-27 and 2027-28 LCAPs, as applicable to the LEA. To implement the requirements of *EC* Section 52064.4, all LEAs must do the following:

- For the 2025–26, 2026–27, and 2027–28 LCAP years, identify whether or not the LEA has unexpended LREBG funds for the applicable LCAP year.
    - If the LEA has unexpended LREBG funds the LEA must provide the following:
        - The goal and action number for each action that will be funded, either in whole or in part, with LREBG funds; and
        - An explanation of the rationale for selecting each action funded with LREBG funds. This explanation must include:
            - An explanation of how the action is aligned with the allowable uses of funds identified in *EC* Section 32526(c)(2); and
            - An explanation of how the action is expected to address the area(s) of need of students and schools identified in the needs assessment required by *EC* Section 32526(d).
                - For information related to the allowable uses of funds and the required needs assessment, please see the Program Information tab on the LREBG Program Information web page.
            - Actions may be grouped together for purposes of these explanations.
            - The LEA may provide these explanations as part of the action description rather than as part of the Reflections: Annual Performance.
    - If the LEA does not have unexpended LREBG funds, the LEA is not required to conduct the needs assessment required by *EC* Section 32627(d), to provide the information identified above or to include actions funded with LREBG funds within the 2026-27, 2026-27 and 2027-28 LCAPs.

**Reflections: Technical Assistance**

As applicable, a summary of the work underway as part of technical assistance.

Annually identify the reason(s) the LEA is eligible for or has requested technical assistance consistent with EC sections 47607.3, 52071, 52071.5, 52072, or 52072.5, and provide a summary of the work underway as part of receiving technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance, however this also includes LEAs that have requested technical assistance from their COE.

- If the LEA is not eligible for or receiving technical assistance, the LEA may respond to this prompt as “Not Applicable.”

**Comprehensive Support and Improvement**

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

### Schools Identified

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

- Identify the schools within the LEA that have been identified for CSI.

### Support for Identified Schools

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

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

### Monitoring and Evaluating Effectiveness

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

- Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

# Engaging Educational Partners

## *Purpose*

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

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

# Requirements

## *Requirements*

**School districts and COEs:** *EC* Section 52060(g) and *EC* Section 52066(g) specify the educational partners that must be consulted when developing the LCAP:

- Teachers,


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- Principals,
- Administrators,
- Other school personnel,
- Local bargaining units of the LEA,
- Parents, and
- Students

A school district or COE receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Before adopting the LCAP, school districts and COEs must share it with the applicable committees, as identified below under Requirements and Instructions. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

**Charter schools:** *EC* Section 47606.5(d) requires that the following educational partners be consulted with when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Parents, and
- Students

A charter school receiving Equity Multiplier funds must also consult with educational partners at the school generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for the school.

The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals. Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the CDE's LCAP webpage.

Before the governing board/body of an LEA considers the adoption of the LCAP, the LEA must meet the following legal requirements:

- For school districts, see *Education Code* Section 52062;
    - **Note:** Charter schools using the LCAP as the School Plan for Student Achievement must meet the requirements of *EC* Section 52062(a).
- For COEs, see *Education Code* Section 52068; and
- For charter schools, see *Education Code* Section 47606.5.


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- **NOTE:** As a reminder, the superintendent of a school district or COE must respond, in writing, to comments received by the applicable committees identified in the *Education Code* sections listed above. This includes the parent advisory committee and may include the English learner parent advisory committee and, as of July 1, 2024, the student advisory committee, as applicable.

## *Instructions*

Respond to the prompts as follows:

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Complete the table as follows:

Educational Partners

Identify the applicable educational partner(s) or group(s) that were engaged in the development of the LCAP.

Process for Engagement

Describe the engagement process used by the LEA to involve the identified educational partner(s) in the development of the LCAP. At a minimum, the LEA must describe how it met its obligation to consult with all statutorily required educational partners, as applicable to the type of LEA.

- A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to engaging its educational partners.

- An LEA receiving Equity Multiplier funds must also include a summary of how it consulted with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Describe any goals, metrics, actions, or budgeted expenditures in the LCAP that were influenced by or developed in response to the educational partner feedback.

- A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.

- An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the adopted LCAP.

- For the purposes of this prompt, this may also include, but is not necessarily limited to:
  - Inclusion of a goal or decision to pursue a Focus Goal (as described below)
  - Inclusion of metrics other than the statutorily required metrics
  - Determination of the target outcome on one or more metrics
  - Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
  - Inclusion of action(s) or a group of actions
  - Elimination of action(s) or group of actions
  - Changes to the level of proposed expenditures for one or more actions
  - Inclusion of action(s) as contributing to increased or improved services for unduplicated students
  - Analysis of effectiveness of the specific actions to achieve the goal
  - Analysis of material differences in expenditures
  - Analysis of changes made to a goal for the ensuing LCAP year based on the annual update process
  - Analysis of challenges or successes in the implementation of actions

# Goals and Actions

## *Purpose*

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

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

## *Requirements and Instructions*

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

is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students, and to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard.

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

- Focus Goal: A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
    - All Equity Multiplier goals must be developed as focus goals. For additional information, see Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding below.
- Broad Goal: A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- Maintenance of Progress Goal: A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

**Requirement to Address the LCFF State Priorities**

At a minimum, the LCAP must address all LCFF priorities and associated metrics articulated in *EC* sections 52060(d) and 52066(d), as applicable to the LEA. The *LCFF State Priorities Summary* provides a summary of *EC* sections 52060(d) and 52066(d) to aid in the development of the LCAP.

Respond to the following prompts, as applicable:

## Focus Goal(s)

### Description

The description provided for a Focus Goal must be specific, measurable, and time bound.

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

### Type of Goal

Identify the type of goal being implemented as a Focus Goal.

### State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

## Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding

Description

LEAs receiving Equity Multiplier funding must include one or more focus goals for each school generating Equity Multiplier funding. In addition to addressing the focus goal requirements described above, LEAs must adhere to the following requirements.

Focus goals for Equity Multiplier schoolsites must address the following:

(A) All student groups that have the lowest performance level on one or more state indicators on the Dashboard, and

(B) Any underlying issues in the credentialing, subject matter preparation, and retention of the school's educators, if applicable.

- Focus Goals for each and every Equity Multiplier schoolsite must identify specific metrics for each identified student group, as applicable.
- An LEA may create a single goal for multiple Equity Multiplier schoolsites if those schoolsites have the same student group(s) performing at the lowest performance level on one or more state indicators on the Dashboard or, experience similar issues in the credentialing, subject matter preparation, and retention of the school's educators.
    - When creating a single goal for multiple Equity Multiplier schoolsites, the goal must identify the student groups and the performance levels on the Dashboard that the Focus Goal is addressing; or,
    - The common issues the schoolsites are experiencing in credentialing, subject matter preparation, and retention of the school's educators, if applicable.

Type of Goal

Identify the type of goal being implemented as an Equity Multiplier Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.
- In addition to this information, the LEA must also identify:
    - The school or schools to which the goal applies

LEAs are encouraged to approach an Equity Multiplier goal from a wholistic standpoint, considering how the goal might maximize student outcomes through the use of LCFF and other funding in addition to Equity Multiplier funds.

- Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the Expanded Learning Opportunities Program (ELO-P), the Literacy Coaches and Reading Specialists (LCRS) Grant Program, and/or the California Community Schools Partnership Program (CCSPP).
- This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

**Note:** *EC* Section 42238.024(b)(1) requires that Equity Multiplier funds be used for the provision of evidence-based services and supports for students. Evidence-based services and supports are based on objective evidence that has informed the design of the service or support and/or guides the modification of those services and supports. Evidence-based supports and strategies are most commonly based on educational research and/or metrics of LEA, school, and/or student performance.

## Broad Goal

Description

Describe what the LEA plans to achieve through the actions included in the goal.

- The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal.

- The goal description organizes the actions and expected outcomes in a cohesive and consistent manner.
- A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Type of Goal

Identify the type of goal being implemented as a Broad Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

## Maintenance of Progress Goal

Description

Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP.

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

Type of Goal

Identify the type of goal being implemented as a Maintenance of Progress Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain how the actions will sustain the progress exemplified by the related metrics.

## Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes.

- LEAs must identify metrics for specific student groups, as appropriate, including expected outcomes that address and reduce disparities in outcomes between student groups.

- The metrics may be quantitative or qualitative; but at minimum, an LEA's LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year, as applicable to the type of LEA.

- To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant local indicator self-reflection tools within the Dashboard.

- **Required metrics for LEA-wide actions:** For each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.

    - These required metrics may be identified within the action description or the first prompt in the increased or improved services section, however the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

- **Required metrics for Equity Multiplier goals**: For each Equity Multiplier goal, the LEA must identify:

    - The specific metrics for each identified student group at each specific schoolsite, as applicable, to measure the progress toward the goal, and/or

    - The specific metrics used to measure progress in meeting the goal related to credentialing, subject matter preparation, or educator retention at each specific schoolsite.

- **Required metrics for actions supported by LREBG funds**: To implement the requirements of *EC* Section 52064.4, LEAs with unexpended LREBG funds must include at least one metric to monitor the impact of each action funded with LREBG funds included in the goal.

    - The metrics being used to monitor the impact of each action funded with LREBG funds are not required to be new metrics; they may be metrics that are already being used to measure progress towards goals and actions included in the LCAP.

Complete the table as follows:

Metric #

- Enter the metric number.

Metric


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- Identify the standard of measure being used to determine progress towards the goal and/or to measure the effectiveness of one or more actions associated with the goal.

## Baseline

- Enter the baseline when completing the LCAP for 2024–25.
    - Use the most recent data associated with the metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2023 Dashboard for the baseline of a metric only if that data represents the most recent available data (e.g., high school graduation rate).
    - Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS.
    - Indicate the school year to which the baseline data applies.
    - The baseline data must remain unchanged throughout the three-year LCAP.
        - This requirement is not intended to prevent LEAs from revising the baseline data if it is necessary to do so. For example, if an LEA identifies that its data collection practices for a particular metric are leading to inaccurate data and revises its practice to obtain accurate data, it would also be appropriate for the LEA to revise the baseline data to align with the more accurate data process and report its results using the accurate data.
        - If an LEA chooses to revise its baseline data, then, at a minimum, it must clearly identify the change as part of its response to the description of changes prompt in the Goal Analysis for the goal. LEAs are also strongly encouraged to involve their educational partners in the decision of whether or not to revise a baseline and to communicate the proposed change to their educational partners.
    - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a new baseline each year, as applicable.

## Year 1 Outcome

- When completing the LCAP for 2025–26, enter the most recent data available. Indicate the school year to which the data applies.
    - Note for Charter Schools: Charter schools developing a one-year LCAP may provide the Year 1 Outcome when completing the LCAP for both 2025–26 and 2026–27 or may provide the Year 1 Outcome for 2025–26 and provide the Year 2 Outcome for 2026–27.

## Year 2 Outcome

- When completing the LCAP for 2026–27, enter the most recent data available. Indicate the school year to which the data applies.

- Note for Charter Schools: Charter schools developing a one-year LCAP may identify the Year 2 Outcome as not applicable when completing the LCAP for 2026–27 or may provide the Year 2 Outcome for 2026–27.

### Target for Year 3 Outcome

- When completing the first year of the LCAP, enter the target outcome for the relevant metric the LEA expects to achieve by the end of the three-year LCAP cycle.
    - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a Target for Year 1 or Target for Year 2, as applicable.

### Current Difference from Baseline

- When completing the LCAP for 2025–26 and 2026–27, enter the current difference between the baseline and the yearly outcome, as applicable.
    - Note for Charter Schools: Charter schools developing a one- or two-year LCAP will identify the current difference between the baseline and the yearly outcome for Year 1 and/or the current difference between the baseline and the yearly outcome for Year 2, as applicable.

Timeline for school districts and COEs for completing the "**Measuring and Reporting Results**" part of the Goal.

| Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|---|---|---|---|---|---|
| Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric. | Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric. | Enter information in this box when completing the LCAP for **2025–26**. Leave blank until then. | Enter information in this box when completing the LCAP for **2026–27**. Leave blank until then. | Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric. | Enter information in this box when completing the LCAP for **2025–26** and **2026–27**. Leave blank until then. |

## Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective towards achieving the goal. "Effective" means the degree to which the planned actions were successful in producing the target result. Respond to the prompts as instructed.

**Note:** When completing the 2024–25 LCAP, use the 2023–24 Local Control and Accountability Plan Annual Update template to complete the Goal Analysis and identify the Goal Analysis prompts in the 2024–25 LCAP as "Not Applicable."

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

- Describe the overall implementation of the actions to achieve the articulated goal, including relevant challenges and successes experienced with implementation.
    - Include a discussion of relevant challenges and successes experienced with the implementation process.
    - This discussion must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

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

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

- Describe the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal. “Effectiveness” means the degree to which the actions were successful in producing the target result and “ineffectiveness” means that the actions did not produce any significant or targeted result.
    - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
    - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
    - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

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

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
    - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:

- The reasons for the ineffectiveness, and
- How changes to the action will result in a new or strengthened approach.

## Actions:

Complete the table as follows. Add additional rows as necessary.

Action #

- Enter the action number.

Title

- Provide a short title for the action. This title will also appear in the action tables.

Description

- Provide a brief description of the action.
    - For actions that contribute to meeting the increased or improved services requirement, the LEA may include an explanation of how each action is principally directed towards and effective in meeting the LEA's goals for unduplicated students, as described in the instructions for the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.
    - As previously noted, for each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
    - These required metrics may be identified within the action description or the first prompt in the increased or improved services section; however, the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

Total Funds

- Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the action tables.

Contributing

- Indicate whether the action contributes to meeting the increased or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No.
    - **Note:** for each such contributing action, the LEA will need to provide additional information in the Increased or Improved Services section to address the requirements in *California Code of Regulations*, Title 5 [5 *CCR*] Section 15496 in the Increased or Improved Services section of the LCAP.

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

## Required Actions

### For English Learners and Long-Term English Learners

- LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:
    - Language acquisition programs, as defined in *EC* Section 306, provided to students, and
    - Professional development for teachers.
    - If an LEA has both 30 or more English learners and 15 or more long-term English learners, the LEA must include actions for both English learners and long-term English learners.

### For Technical Assistance

- LEAs eligible for technical assistance pursuant to *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, must include specific actions within the LCAP related to its implementation of the work underway as part of technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance.

### For Lowest Performing Dashboard Indicators

- LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions within the LCAP:
    - The specific action(s) must be directed towards the identified student group(s) and/or school(s) and must address the identified state indicator(s) for which the student group or school received the lowest performance level on the 2023 Dashboard. Each student group and/or school that receives the lowest performance level on the 2023 Dashboard must be addressed by one or more actions.
    - These required actions will be effective for the three-year LCAP cycle.

### For LEAs With Unexpended LREBG Funds

- To implement the requirements of *EC* Section 52064.4, LEAs with unexpended LREBG funds must include one or more actions supported with LREBG funds within the 2025–26, 2026–27, and 2027–28 LCAPs, as applicable to the LEA. Actions funded with LREBG funds must remain in the LCAP until the LEA has expended the remainder of its LREBG funds, after which time the actions may be removed from the LCAP.
    - Prior to identifying the actions included in the LCAP the LEA is required to conduct a needs assessment pursuant to *EC* Section 32526(d). For information related to the required needs assessment please see the Program Information tab on the LREBG

Program Information web page. Additional information about the needs assessment and evidence-based resources for the LREBG may be found on the California Statewide System of Support LREBG Resources web page. The required LREBG needs assessment may be part of the LEAs regular needs assessment for the LCAP if it meets the requirements of *EC* Section 32627(d).

- School districts receiving technical assistance and COEs providing technical assistance are encouraged to use the technical assistance process to support the school district in conducting the required needs assessment, the selection of actions funded by the LREBG and/or the evaluation of implementation of the actions required as part of the LCAP annual update process.
- As a reminder, LREBG funds must be used to implement one or more of the purposes articulated in *EC* Section 32526(c)(2).
- LEAs with unexpended LREBG funds must include one or more actions supported by LREBG funds within the LCAP. For each action supported by LREBG funding the action description must:
  - Identify the action as an LREBG action;
  - Include an explanation of how research supports the selected action;
  - Identify the metric(s) being used to monitor the impact of the action; and
  - Identify the amount of LREBG funds being used to support the action.

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

## *Purpose*

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students as defined in *EC* Section 42238.02 in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

Please Note: For the purpose of meeting the Increased or Improved Services requirement and consistent with *EC* Section 42238.02, long-term English learners are included in the English learner student group.

### Statutory Requirements

An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the increase in funding it receives based on the number and concentration of unduplicated students in the LEA (*EC* Section 42238.07[a][1], *EC*

Section 52064[b][8][B]; 5 *CCR* Section 15496[a]). This proportionality percentage is also known as the "minimum proportionality percentage" or "MPP." The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the identification of a Planned Percentage of Improved Services as documented in the Contributing Actions Table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are identified in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided across the entire LEA (LEA-wide action), provided to an entire school (Schoolwide action), or solely provided to one or more unduplicated student group(s) (Limited action).

Therefore, for *any* action contributing to meet the increased or improved services requirement, the LEA must include an explanation of:

- How the action is increasing or improving services for the unduplicated student group(s) (Identified Needs and Action Design), and
- How the action meets the LEA's goals for its unduplicated pupils in the state and any local priority areas (Measurement of Effectiveness).

### LEA-wide and Schoolwide Actions

In addition to the above required explanations, LEAs must provide a justification for why an LEA-wide or Schoolwide action is being provided to all students and how the action is intended to improve outcomes for unduplicated student group(s) as compared to all students.

- Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.

- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

### For School Districts Only

Actions provided on an **LEA-wide** basis at **school districts with an unduplicated pupil percentage of less than 55 percent** must also include a description of how the actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions provided on a **Schoolwide** basis for **schools with less than 40 percent enrollment of unduplicated pupils** must also include a description of how these actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

## *Requirements and Instructions*

Complete the tables as follows:

Total Projected LCFF Supplemental and/or Concentration Grants

- Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of foster youth, English learner, and low-income students. This amount includes the Additional 15 percent LCFF Concentration Grant.

Projected Additional 15 percent LCFF Concentration Grant

- Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year

- Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

LCFF Carryover — Percentage

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

LCFF Carryover — Dollar

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

Total Percentage to Increase or Improve Services for the Coming School Year

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

***Required Descriptions:***

**LEA-wide and Schoolwide Actions**

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

If the LEA has provided this required description in the Action Descriptions, state as such within the table.

Complete the table as follows:

**Identified Need(s)**

Provide an explanation of the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed.

An LEA demonstrates how an action is principally directed towards an unduplicated student group(s) when the LEA explains the need(s), condition(s), or circumstance(s) of the unduplicated student group(s) identified through a needs assessment and how the action addresses them. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

### How the Action(s) are Designed to Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis

Provide an explanation of how the action as designed will address the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis.

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

### Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

**Note for COEs and Charter Schools**: In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

### Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

If the LEA has provided the required descriptions in the Action Descriptions, state as such.

Complete the table as follows:

### Identified Need(s)

Provide an explanation of the unique need(s) of the unduplicated student group(s) being served identified through the LEA's needs assessment. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

### How the Action(s) are Designed to Address Need(s)

Provide an explanation of how the action is designed to address the unique identified need(s) of the unduplicated student group(s) being served.

## Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

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

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.

- When identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

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

## Additional Concentration Grant Funding

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

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

Provide the following descriptions, as applicable to the LEA:

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

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

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

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

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.

    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.

    - The staff-to-student ratio must be based on the number of full-time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.

- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.

    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.

    - The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

# Action Tables

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

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

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

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2024–25 LCAP, 2024–25 will be the coming LCAP Year and 2023–24 will be the current LCAP Year.

## *Total Planned Expenditures Table*

In the Total Planned Expenditures Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year**: Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant**: Provide the total amount estimated LCFF entitlement for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 *CCR* Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs.

  See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.
- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 *CCR* Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover —

Percentage. ***This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.***

- **Goal #**: Enter the LCAP Goal number for the action.
- **Action #**: Enter the action's number as indicated in the LCAP Goal.
- **Action Title**: Provide a title of the action.
- **Student Group(s)**: Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services requirement; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services requirement.
- If "Yes" is entered into the Contributing column, then complete the following columns:
    - **Scope**: The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
    - **Unduplicated Student Group(s)**: Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
    - **Location**: Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span**: Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- **Total Personnel**: Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel**: This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

- **LCFF Funds**: Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
    - **Note:** For an action to contribute towards meeting the increased or improved services requirement, it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds**: Enter the total amount of Other State Funds utilized to implement this action, if any.
    - **Note:** Equity Multiplier funds must be included in the "Other State Funds" category, not in the "LCFF Funds" category. As a reminder, Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the ELO-P, the LCRS, and/or the CCSPP. This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LEA's LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.
- **Local Funds**: Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds**: Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds**: This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services**: For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
    - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

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

## Contributing Actions Table

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

## Annual Update Table

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

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

## Contributing Actions Annual Update Table

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

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

## LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant**: Provide the total amount of estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program,

the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 *CCR* Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs. See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 *CCR* Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

## *Calculations in the Action Tables*

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

### Contributing Actions Table

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

### Contributing Actions Annual Update Table

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

- **6. Estimated Actual LCFF Supplemental and Concentration Grants**

- This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on the number and concentration of unduplicated students in the current school year.

- **4. Total Planned Contributing Expenditures (LCFF Funds)**
  - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds).
- **7. Total Estimated Actual Expenditures for Contributing Actions**
  - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds).
- **Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)**
  - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4).
- **5. Total Planned Percentage of Improved Services (%)**
  - This amount is the total of the Planned Percentage of Improved Services column.
- **8. Total Estimated Actual Percentage of Improved Services (%)**
  - This amount is the total of the Estimated Actual Percentage of Improved Services column.
- **Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)**
  - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8).

## LCFF Carryover Table

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

- If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

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

- **13. LCFF Carryover — Percentage (12 divided by 9)**

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

California Department of Education
November 2024

# Coversheet

## Review and Consideration of Adoption of Local Control Accountability Plan (LCAP) - John Henry High School

**Section:** V. Business II
**Item:** M. Review and Consideration of Adoption of Local Control Accountability Plan (LCAP) - John Henry High School
**Purpose:** Vote
**Submitted by:**
**Related Material:** 2026-27_JHHS_LCAP_Board_2026.06.11.pdf

BACKGROUND:

The Local Control and Accountability Plan (LCAP) is a three-year planning document required by the State of California that outlines the school's goals, actions, services, and expenditures designed to improve student outcomes and address state and local priorities. The LCAP is updated annually and developed through a process that includes stakeholder engagement with families, students, staff, and community members.

The 2026–2027 LCAP reflects stakeholder input, analysis of student performance data, and alignment with the school's mission, strategic priorities, and budget.

RECOMMENDATION:

Staff recommends that the Board of Directors review and approve the 2026–2027 Local Control and Accountability Plan (LCAP) as presented.

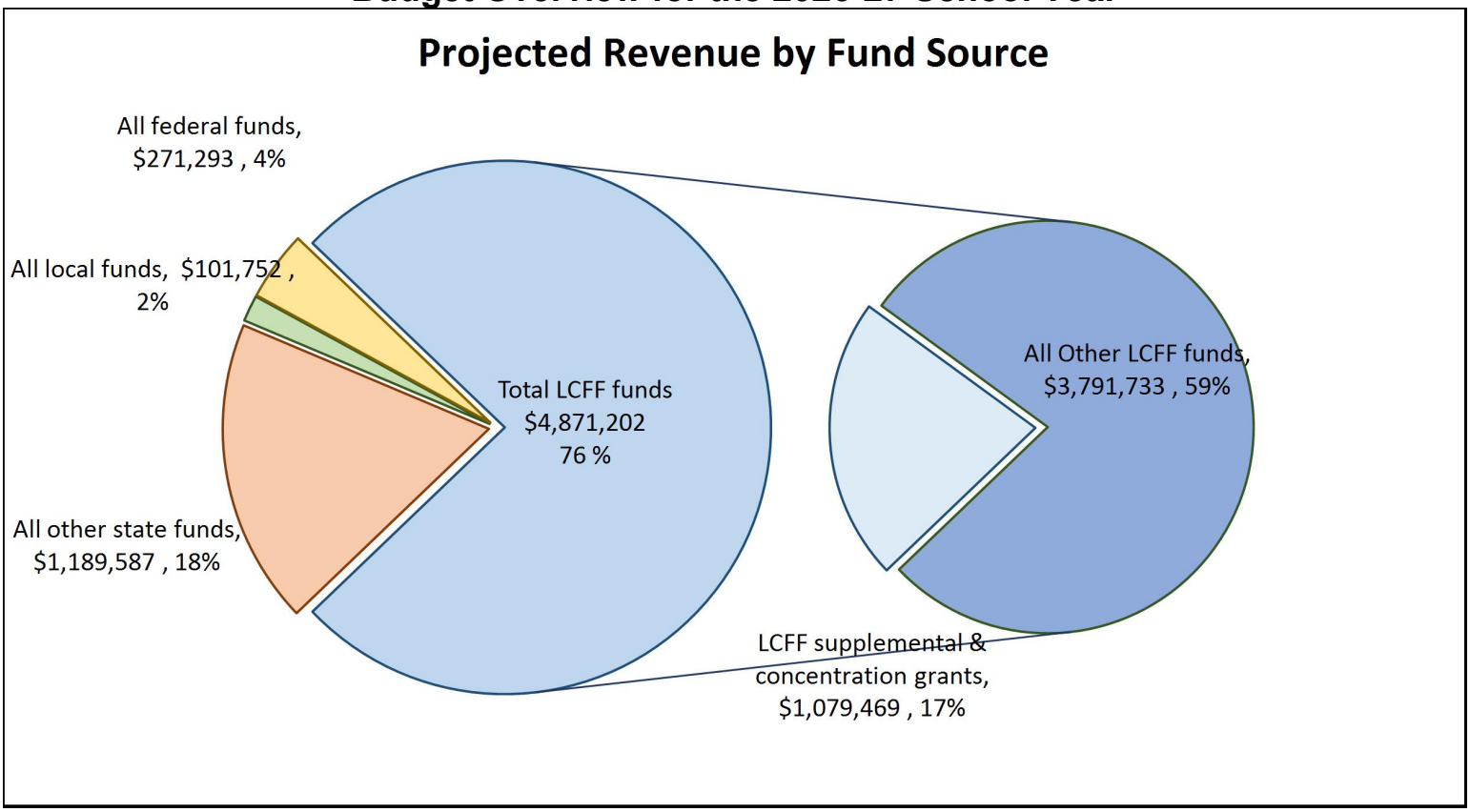
# LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: John Henry High School
CDS Code: 07773540132233
School Year: 2026-27
LEA contact information:
Stacey Drakeford
Site Director

510-235-2439

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

## Budget Overview for the 2026-27 School Year

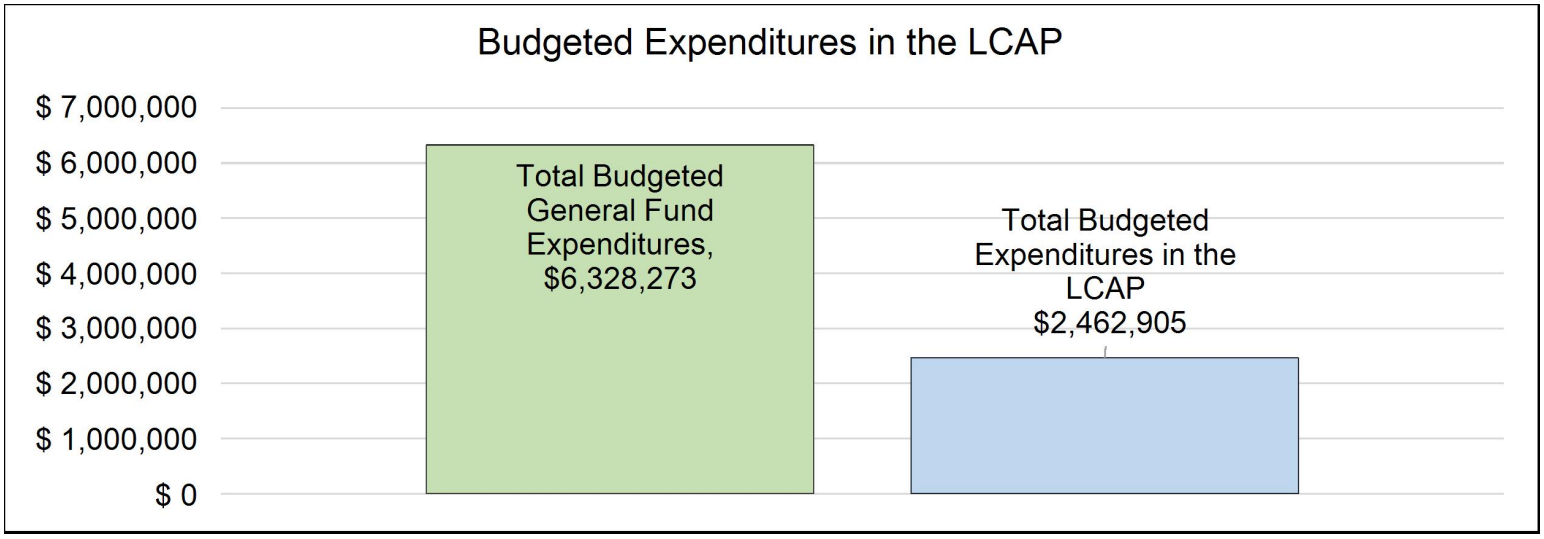



This chart shows the total general purpose revenue John Henry High School expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for John Henry High School is $6,433,834, of which $4871202 is Local Control Funding Formula (LCFF), $1189587 is other state funds, $101752 is local funds, and $271293 is federal funds. Of the $4871202 in LCFF Funds, $1079469 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

# LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.




This chart provides a quick summary of how much John Henry High School plans to spend for 2026-27. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: John Henry High School plans to spend $6328273 for the 2026-27 school year. Of that amount, $2462905.08 is tied to actions/services in the LCAP and $3,865,367.92 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

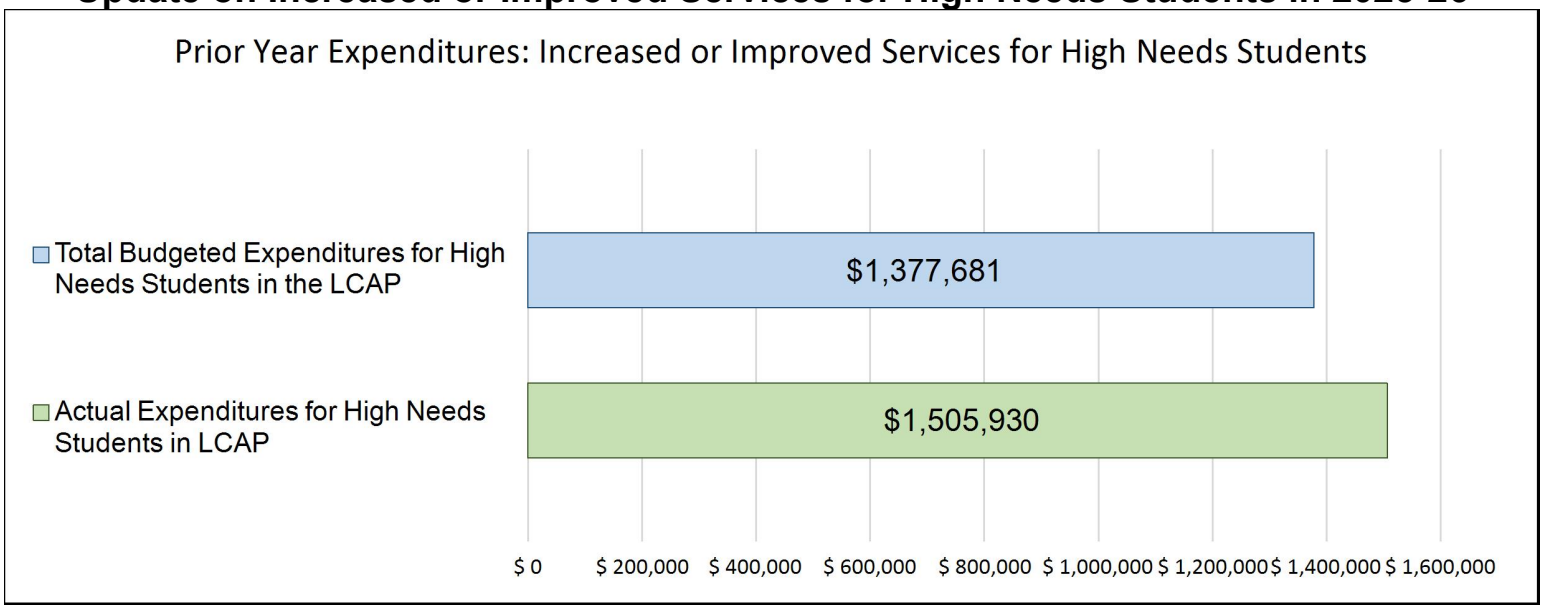
Expenditures reflected in the budget but not explicitly detailed in the LCAP represent other educational, operational and administrative costs necessary to support the overall functioning of the school.

## Increased or Improved Services for High Needs Students in the LCAP for the 2026-27 School Year

In 2026-27, John Henry High School is projecting it will receive $1079469 based on the enrollment of foster youth, English learner, and low-income students. John Henry High School must describe how it intends to increase or improve services for high needs students in the LCAP.  John Henry High School plans to spend $1437928.56 towards meeting this requirement, as described in the LCAP.

# LCFF Budget Overview for Parents

## Update on Increased or Improved Services for High Needs Students in 2025-26




This chart compares what John Henry High School budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what John Henry High School estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2025-26, John Henry High School's LCAP budgeted $1377681.23 for planned actions to increase or improve services for high needs students. John Henry High School actually spent $1505929.5 for actions to increase or improve services for high needs students in 2025-26.

# Local Control and Accountability Plan

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

| Local Educational Agency (LEA) Name | Contact Name and Title | Email and Phone |
|---|---|---|
| John Henry High School | Stacey Drakeford<br>Site Director | sdrakeford@amethodschools.org<br>510-235-2439 |

# Plan Summary [2026-27]

## General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA. LEAs may also provide information about their strategic plan, vision, etc.

At John Henry High School (JHHS), we are committed to our students' academic success and developing a strong community of learners. JHHS is one of six schools under the Amethod Public Schools (AMPS) charter management organization. AMPS is a 501 (c)(3) nonprofit organization that was founded in Oakland with the intent to create charter schools that reduce the academic achievement disparity that exists among the different student subgroups. The organization’s flagship school, Oakland Charter Academy, founded in 1993, is the oldest charter school in the City of Oakland, and the 14th school chartered in the state of California. For thirty years, AMPS has been serving thousands of Bay Area families through a small-scale school model focused on equipping students with the skills of diligence and personal responsibility. AMPS demonstrates through strong academic results that any child can be successful if they receive a high-quality, personalized education. Established in 2014, JHHS is located in the beautiful Marina Bay area of Richmond, CA and serves 330 9 - 12 students in the 2023-24 school year.

At JHHS, we believe all students can succeed in a rigorous college-prep environment when provided with effective educators, personalized attention, and a disciplined commitment to academics. We use research-based teaching methodologies that emphasize the fundamentals; enhanced by technology, problem solving, cooperative learning, and critical thinking skills. Our academic program instills rigours and lifeling love of learning that carries our students throughout college career and beyond. JHHS offers students a wide range of extended learning opportunities. We also offer daily after-school activities including music and our homework club.

JHHS supports student excellence through our Multi-Tiered System of Supports (MTSS), which ensures that students are met at their current level and provided with the personalized academic, behavioral, health, and other supports they need. JHHS has a network of paraprofessional educators and tutors who offer individualized academic support and keep in touch with families to provide regular support, encouragement, and feedback. Student progress is measured continually, with grade-level meetings held monthly to share best practices, discuss possible intervention methods, and create action plans for teachers and students. Families are an integral part of our school and throughout the year we invite them to events including school college faires, college appiation, prom, spirit week and robust sports program

# Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

In analyzing John Henry High School's data from the past year, including both California Dashboard indicators and local measures, the school identified several areas of progress as well as persistent challenges that continue to require focused attention. While standardized testing results remained below the school's long-term goals and expectations, the leadership team used these outcomes as an opportunity to strengthen instructional systems and improve student supports. While the school did not see the gain for English learner reclassification, it signaled the need for more targeted language development supports and instructional alignment across content areas as a focus for the coming school years. As a result, the administration team conducted a comprehensive review of instructional practices and curriculum resources and determined that portions of the previously used curriculum were outdated and not fully aligned to current California standards and instructional expectations.
In response, John Henry High School implemented updated standards-aligned curriculum across core content areas and introduced more rigorous, evidence-based instructional materials that include embedded diagnostics, formative assessments, and progress-monitoring tools. These updated curricular resources allow teachers to more effectively assess student understanding, monitor growth, and adjust instruction based on student needs. In addition, the school launched a strengthened instructional coaching model designed to improve classroom practice and teacher development. Through regular coaching cycles, classroom observations, feedback conversations, co-planning, and professional learning opportunities, teachers receive ongoing support in standards-based instruction, lesson implementation, student engagement strategies, and data-driven instructional practices.

The school also prioritized the development of a more robust and structured COST (Coordination of Services Team) system to better support students academically, behaviorally, and socially-emotionally. JHHS established clearer intervention structures and protocols, including consistent meeting agendas, student data review processes, benchmark tracking systems, and action planning aligned to student outcomes. The enhanced COST process has strengthened collaboration among teachers, counselors, intervention staff, and administrators to ensure students receive timely and targeted supports. Additionally, the school increased its focus on benchmark assessments and routine data analysis cycles to monitor progress toward academic goals and identify students needing intervention earlier.

In addition to academic growth efforts, the school maintained several positive outcomes related to school climate and operations. JHHS continued to meet its goals for maintaining a low expulsion rate, ensuring access to standards-aligned instructional materials, and sustaining a safe, clean, and welcoming learning environment for students and staff. Although the school did not fully meet its attendance goal, attendance rates have steadily improved year over year, and the school remains on track to meet its long-term attendance targets during the next LCAP cycle. Similarly, while the school did not meet its ambitious suspension goal of 1% or lower, suspension rates remained relatively

low overall and continued trending downward as restorative practices, relationship-building strategies, and proactive behavioral interventions became more consistent schoolwide.

Through the implementation of updated curriculum, a strengthened instructional coaching model, enhanced data systems, and a more strategic COST intervention process, John Henry High School is building stronger instructional foundations and support structures to accelerate student achievement and improve outcomes for all student groups.

# Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

As applicable, a summary of the work underway as part of technical assistance. Not applicable; the LEA is not eligible for technical assistance.

# Comprehensive Support and Improvement

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

### *Schools Identified*

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

Not applicable; the LEA is not eligible for CSI.

### *Support for Identified Schools*

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

Not applicable; the LEA is not eligible for CSI.

### *Monitoring and Evaluating Effectiveness*

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

Not applicable; the LEA is not eligible for CSI.

# Engaging Educational Partners

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

| Educational Partner(s) | Process for Engagement |
|---|---|
| All educational partners including teachers, staff, parents, students, community members, and the Board | Throughout the year during regular meetings of the Board, all stakeholders are invited to participate in meetings discussing the school's academic progress, ongoing programs and activities, and budget updates. All these discussions are used to inform the development and updates within the LCAP.<br><br>In February 2026, school site leaders presented a mid-year update on all LCAP goals, available metric outcomes data, actions implementation data, and expenditures data for the current school year. Members of the school community, and community at large, were invited to hear the presentation and provide input via public comment. |
| Teachers, administrators, and other school personnel | In spring 2026, the school consulted with teachers and staff during a Family, Student, and Teacher meeting (which functions as the School Site Council) to collect input<br>Every Friday we host staff meetings that focus on professional development and housekeeping topics. Data progress is covered during PLC (Professional Learning Community) meetings every Tuesday. We use these methods to engage school staff across all levels. |

| Educational Partner(s) | Process for Engagement |
|---|---|
| Parents, including parents of English learners, other unduplicated pupils, and students with disabilities | In spring 2026, the school consulted with parents during a Family, Student, and Teacher meeting (which functions as the School Site Council) to collect input.<br>Family, Student, and Teacher (FST) meetings take place Quarterly Parents are invited to attend and share any questions, comments or concerns they may have. We utilize newsletters and monthly parent meetings (Coffee with the Principal and FST).<br><br>Consistent communication about school plans and programs are sent via ParentSquare and annual surveys are given towards the end of the year. We use these methods to engage parents of all students. |
| Students | In spring 2026, the school consulted with students during a Family, Student, and Teacher meeting (which functions as the School Site Council) to collect input. |
| SELPA | In spring 2026, the school share the LCAP with our SELPA to collect feedback For details on our program and supports for students with disabilities. |

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

This LCAP was developed in collaboration with our entire school community and was influenced in numerous ways, from the development of our three goals to the actions and expenditures dedicated to achieving each goal. More specifically, the actions in the LCAP were influenced based upon the below specific feedback from educational partners:
Teachers have expressed the desire to receive professional development for the proper process of instruction when teaching iReady Math lessons. Another request has been made for a Professional Development in the area of Classroom Management. The administration team provided the aforementioned requests and plans to increase consultant services and expenditures to offer more development opportunities next year.
Families provided feedback on issues ranging from academics to behavior. iReady was implemented to aid in filling in any academic gaps students had. We've established a PBIS system as positive reinforcement to good behavior. More teachers were requested and we hired or brought in long-term substitutes for classroom vacancies. All of this feedback from our teachers, staff, and parents was incorporated into Actions 1.4, 3.2, and 3.4.
Sports have been an expressed interest of students. We do have teachers who are willing to help with sports; the plan is to collaborate with the Internal Compliance office to properly implement future sporting programs. Students have also expressed interest in more fun activities at

school. Admin have implemented club day once a month. Field trips have also been brought up and every grade level coordinator has taken the task to plan field trips for their grade band, prior to the end of the year. This feedback was incorporated into Actions 3.1 and 3.2. Finally, the administration team desires to hire a CTE teacher to create an engaging environment for students, thus advancing the school towards becoming a STEM school. The plan is to purchase STEM equipment to include virtual reality, green screen, digital printing, Kinetic Sand Box, (augmented virtual reality), and other items including SEL digital technology with classroom lessons aligned with standards. We plan to have a big end-of-year carnival, as well as simple events to foster parent/student relationships like muffins with moms, donuts with dad, and others activities described in Action 3.2.


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# Goals and Actions

## Goal

| Goal # | Description | Type of Goal |
|---|---|---|
| 1 | Provide an academically rigorous, Common Core-aligned college preparatory program with support and interventions for students' academic development. | Broad Goal |

State Priorities addressed by this goal.

Priority 1: Basic (Conditions of Learning)
Priority 2: State Standards (Conditions of Learning)
Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 7: Course Access (Conditions of Learning)
Priority 8: Other Pupil Outcomes (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

Our school's mission is to provide a rigorous college preparatory education and character development program that will prepa re students from underserved communities to succeed in college and beyond. We believe all students can learn and achieve at high levels and adopt a data-driven culture to turn the focus from "what was taught" to "what was learned." Student achievement and progress monitoring are both at the core of this principle, which is why our first goal encompasses so many metrics in order to better understand overall student outcomes. Secondly, we know that breakthrough achievement happens in schools where every student is purposefully engaged in standards-aligned content, every day. Therefore, teaching at our school is purposeful, engaging, and differentiated for all learners. Professional development for our instructional team is focused on standards-based instruction as well as classroom management, student engagement, and multi¬tiered systems of targeted support for learners.

Goal 1 of our LCAP is a broad goal directed at promoting student achievement and postsecondary success in alignment with our school's mission and key state priorities. The priorities being addressed under this goal include provision of basic services, implementation of state academic standards, pupil achievement, access to a broad course of study, and outcomes in a broad course of study. It was developed in collaboration with our educational partners to ensure that the school is focused on students' academic preparedness. We will achieve this goal by implementing a rigorous academic program that is bolstered by high-quality professional development for teachers and differentiated supports for students. The metrics and actions outlined below ensure that we are providing a strong academic program with an emphasis on college preparation, in addition to the state priorities.

# Measuring and Reporting Results

| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|---|---|---|---|---|---|---|
| 1.1 | Teachers are fully (preliminary or clear) credentialed for subject and student placement (properly assigned). (SP 1.1)<br><br>Source: Internal credential tracking | 9.1%<br>From the 2023-24 school year. | 52.5% | 68.8% | 100% appropriately credentialed and assigned, and/or permitted on their way to the appropriate credential | 59.7% |
| 1.2 | Students have access to standards-aligned instructional materials. (SP 1.2)<br>Source: SARC - Quality, Currency, Availability of Textbooks and Other Instructional Materials. | 100.0%<br>From the 2023-24 school year. | 100% | 100% | 100% of students have access to standards-aligned instructional materials | Target Achieved |
| 1.3 | School facilities are in good repair as measured by overall facilities survey. (SP 1.3)<br>Source: SARC Facilities - "Overall Facilities Rating" | Exemplary | Good | Good | School facilities are in good or exemplar repair | Will be completed in 2025. |
| 1.4 | Teachers participate in a 5- Day Annual Summit where one day is spent learning how to utilize curriculum and other academic content aligned to state performance standards. (SP 2.1) | Summit was offered<br>From the 2023-24 school year. | Summit was offered | Summit was offered | The Annual Summit is Offered | Will be completed in 2025. |

| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|---|---|---|---|---|---|---|
| | Source: Internally tracked | | | | | |
| 1.5 | English learners have access to English Language Development courses that are based on state standards. (SP 2.2)<br>Source: PowerSchool | 73.3%<br>From the 2023-24 school year. | 100% | 100% | 100% of EL students are enrolled in ELD courses. | Target Achieved |
| 1.6 | Increase percentage of students scoring Proficient or above on SBAC ELA or meet the overall state average for baseline year. (SP 4.1)<br>Source: CAASPP reporting website | All: 26.0%<br>SED: 20.0%<br>Hispanic: 26.1% | All: 41.1%<br>SED: 41.8%<br>Hispanic: 42.9%<br>EL: 9.1% | All: 29.5%<br>SED: 27.6%<br>Hispanic: 31.6%<br>EL: 8.6% | Each student subgroup will grow at least 3 percentage points annually or meet the 2022-2023 overall state average, 46.66%. | All: 3.5%<br>SED: 7.6%<br>Hispanic: 5.5% |
| 1.7 | Increase percentage of students scoring Proficient or above on SBAC Math or meet the overall state average for baseline year. (SP 4.1)<br>Source: CAASPP reporting website | All: 9.6%<br>SED: 10.0%<br>Hispanic: 10.1% | All: 14.9%<br>SED: 16.2%<br>Hispanic: 15.5%<br>EL: 12.1% | All: 31.8%<br>SED: 27.6%<br>Hispanic: 31.6%<br>EL: 40.0% | Each student subgroup will grow at least 3 percentage points annually or meet the 2022-2023 overall state average, 34.62% | All: 22.2%<br>SED: 17.6%<br>Hispanic: 21.5% |
| 1.8 | Increase percentage of students scoring Proficient and above on CAST assessment or meet the overall state | ALL: 10.8%<br>SED: 11.8%<br>Hispanic: 11.5% | All: 8.0%<br>SED: 9.0%<br>Hispanic: 8.5%<br>EL: 3.8% | All: 17.4%<br>SED: 18.9%<br>Hispanic: 16.9%<br>EL: 11.8% | Each student subgroup will grow at least 3 percentage points annually or meet the 2022-2023 | All: 6.6%<br>SED: 7.1%<br>Hispanic: 5.4% |

| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|---|---|---|---|---|---|---|
| | average for baseline year (SP 4.1)<br>Source: CAASPP Reporting Website | | | | overall state average, 30.18%. | |
| 1.9 | Increase percent of EL students growing at least one ELPI level/maintaining the highest ELPI level or meet the state average for baseline year. (SP 4.5)<br>Source: CA Dashboard | All: 33.7% | All: 34.0% | All: 33.6% | English learners will grow at least 2 percentage points annually or meet the 2022-2023 state average, 48.7%. | All: -0.1% |
| 1.10 | Increase percent of EL students who reclassify as Fully English Proficient (RFEP rate) or meet the state average for baseline year (SP 4.6)<br>Source: CALPADS 2.16 and 8.1 (EOY) | 3.5% | 0.9% | 11.3% | English learners will grow at least 2 percentage points annually or meet the 2019-2020 state average, 13.8%. | 7.8% |
| 1.11 | Students have access to a broad course of study (SP 7.1)<br>Source: PowerSchool master schedule | Standard Met<br>From the 2023-24 school year. | Standard Met | Standard Met | Students have access to a broad course of study - Local Indicator "Standard Met" | Target Achieved |
| 1.12 | Provide at least one paraprofessional to work with English learners and at least one | 1 paraprofessional for EL and 1 for SWD | Standard Met | Standard Met | 1 paraprofessional for EL and 1 for SWD | Target Achieved |

| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|---|---|---|---|---|---|---|
| | paraprofessional to work with students with disabilities.<br>(SP 7.2, 7.3)<br>Source: Paylocity (HR source) | From the 2023-24 school year. | | | | |
| 1.13 | Schoolwide and subgroup medians achieve at least one year's progress in ELA, as defined by internal assessment. (SP 8.1)<br>Source: NWEA or iReady | ALL: 32nd<br>Hispanic: 31st | ALL: 32nd<br>Hispanic: 33rd | ALL: 50th<br>Hispanic: 48th | NWEA Map: 41st+ Median Growth Percentile or iReady: 100%+ Typical Media Progress | ALL: +18<br>Hispanic: +17 |
| 1.14 | Schoolwide and subgroup medians achieve at least one year's progress in Math, as defined by internal assessment. (SP 8.1)<br>Source: NWEA or iReady | ALL: 50th<br>Hispanic: 51st | ALL: 41st<br>Hispanic: 41st | ALL: 44th<br>Hispanic: 45th | NWEA Map: 41st+ Median Growth Percentile or iReady: 100%+ Typical Media Progress | ALL: -6<br>Hispanic: -6 |
| 1.15 | "Increase the percent of graduates who successfully meet UC/CSU course requirements or meet the overall state average for baseline year. (SP 4.2) | All: 92.7%<br>SED: 92.3%<br>Hispanic: 92.3% | All: 82.4%<br>SED: 81.9%<br>Hispanic: 81.2% | All: 80.5%<br>SED: 82.9%<br>Hispanic: 83.1% | Each student subgroup will grow at least 3 percentage points annually or meet the 2022-2023 overall state average, 52.4%. | All: -12.2%<br>SED: -9.4%<br>Hispanic: -9.2% |

| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|---|---|---|---|---|---|---|
| | Source: DataQuest Four-Year Adjusted Cohort Graduation Rate" | | | | | |
| 1.16 | "Increase the percent of students considered ""prepared"" on the College/Career Indicator (CCI) or meet the overall state average for baseline year. (SP 4.8)<br><br>Source: CA Dashboard" | All: 32.9%<br>SED: 34.7%<br>Hispanic: 35.6% | All: 29.7%<br>SED: 27.8%<br>Hispanic: 31.9% | All: 61.9%<br>SED: 63.3%<br>Hispanic: 63.8% | | All: 29.0%<br>SED: 28.6%<br>Hispanic: 28.2% |
| 1.17 | "Of students participating in advanced placement exams, increase the percentage achieving a score of “3” or higher, or meet 60% (SP 4.7)<br><br>Source: College Board AP chart" | All: 33.3% | All: 51.4% | All: 18.4% | | All: -14.9% |

# Goal Analysis [2025-26]

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

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Our planned actions and implementation of this goal were grounded in our mission to prepare every student for college, career, and life. These priorities focused on delivering a rigorous, standards-aligned curriculum, ensuring access to a well-rounded education, providing professional development for instructional staff, and offering differentiated academic support.

Planned: Provide targeted, ongoing professional learning focused on rigor, differentiation, and instructional strategies aligned with academic standards. Implement tiered interventions and expanded supports, including academic tutoring, English learner support, Spec Ed. modifications, and paraprofessional support for targeted student populations. Continue to maintain above-average graduation rates and strengthen support for AP exam participation and success. Ensure all staff have access to standards-aligned instructional materials, and all English learners have access to designated ELD instruction.

Implemented: All classrooms implemented instructional materials aligned with state standards, including the introduction of ELD curriculum to better support English learners. Monthly professional development sessions focused on evidence-based instructional strategies aligned with California academic standards and effective classroom practices. Designated ELD blocks were implemented for all EL students, with ongoing progress monitoring using ELPAC data and formative assessments to guide instruction and support student growth. One full-time Instructional Assistant was assigned to provide push-in support in high-need classrooms and targeted student groups, strengthening small-group instruction and individualized support. Staff also participated in annual Summit professional development and received targeted training on new curriculum implementation. The school maintained an above-average graduation rate, reflecting continued success in supporting students toward postsecondary readiness and completion.

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

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Internal assessment data showed overall student performance remained steady in math, with neither significant growth nor decline. This stability reflects the school's continued focus on improving instructional coaching systems and strengthening daily Tier 1 instruction across classrooms. While earlier staffing presented challenges, this year's consistent results indicate that efforts to refine instructional practices and increase coherence in teaching have helped maintain student performance levels. The school's emphasis on data-driven instruction, ongoing coaching, and improved Tier 1 delivery contributed to sustaining outcomes during a period of instructional improvement and systems strengthening.

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

Build our CTE program with in house courses as well as community college We will work to create a master schedule allowing for dual-enrolled coursework, and based on decreased English learner reclassification, work to identify appropriate intervention curricula for students with identified needs to supplement the core materials.

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

# Actions

| Action # | Title | Description | Total Funds | Contributing |
|---|---|---|---|---|
| **1.1** | Academic Assessment and Progress Monitoring | Utilize iReady and/or NWEA benchmark assessments to measure student academic growth over time and build a data dashboard to assess a variety of metrics. On a regular, ongoing basis throughout the school year, analyze this data to determine interventions for individual students and | $89,538.84 | Yes |

| Action # | Title | Description | Total Funds | Contributing |
|---|---|---|---|---|
| | | groups of students, as appropriate. This will include evaluating the progress of any student subgroups with a red dashboard indicator for English language arts or Math proficiency. In addition to using benchmark assessments to measure growth, the school will implement a regular progress monitoring system to ensure that the differentiated supports are taking place and positively impacting student outcomes. | | |
| **1.2** | Academic Supports | Provide multi-tiered levels of support to ensure that all students are demonstrating growth. Each academic intervention will be driven by data and support student learning, including after school supports and tutoring to target skill building, and the use of supplemental instruction programs such as IXL, iReady, Actively Learn, Lexia.<br><br>On an ongoing basis throughout the school year, assess student data and monitor the progress of any student subgroups with a red dashboard indicator for ELA or math. In 2023, the school received a red ELA dashboard indicator for the Hispanic and socioeconomically disadvantaged subgroups. As a result, our leadership will specifically monitor these subgroups' growth rates throughout the year (via internal metrics) in order to provide targeted interventions. | $635,764.03 | Yes |
| **1.3** | Materials, Curriculum, & Supplies | Provide technology to all students including Chromebooks/tablets, hotspots, and earphones. Provide textbooks, workbooks, and supplemental curricular materials (such as licenses, digital software, and more) that are aligned to state priorities and standards, such as Illustrative Math and SpringBoard. | $115,570.00 | No |
| **1.4** | Professional Development to Promote Academic Excellence | Offer ongoing professional development opportunities for staff, including:<br>- Bi-weekly coaching for teachers with a focus on supports for English learners and low income students<br>- Quarterly professional development sessions<br>- Professional Growth Plans for Teacher and paraprofessionals, with bi-weekly observations/feedback, lesson plan development, quarterly film | $125,388.09 | Yes |


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| Action # | Title | Description | Total Funds | Contributing |
|---|---|---|---|---|
| | | sessions with feedback, and target goal monitoring for English learners and low income students<br>- Three or more staff workshops annually on how to analyze Interim Assessment results and use data to inform instruction<br>- Mentor teacher support through Department Meetings, Grade Level Meetings, and Observations<br>- An annual professional development summit session focused on standards based instruction, bell to bell instruction, student engagement and classroom management, and curriculum | | |
| **1.5** | Safe and Secure Facilities | Ensure safety of grounds and facilities by providing preventative measures such as video cameras, vaping detectors, security gates, etc. Conduct ongoing facilities maintenance and safety inspections and provide strong janitorial services. Ensure the facilities are conducive to a positive learning environment by purchasing equipment, furniture, posters, and other materials that promote an effective learning place. There will be a Director of Facilities responsible for ensuring safety training and drills are executed, in addition to all of the above. | $107,442.80 | No |
| **1.6** | Supports for English Learners | Provide targeted professional development to staff that promotes the use of effective instructional strategies for English learners. The school's ELD Specialist will work with teachers to co-plan lessons, conduct classroom observations, and provide one-on-one coaching to improve EL supports. Hire and retain a full-time paraprofessional to work with ELs on academic success and reclassification. Use an evidence-based ELD curriculum such as English 3D, and/or Cengage/National Geographic Learning, to meet the needs of multilingual learners at all proficiency levels—from newcomers to long-term English learners—as the core curriculum for all ELD classes. This action serves as a Required Action for English learners. | $165,253.48 | Yes |
| **1.7** | Additional Supports for Long-term English Learners | Utilize intervention programs, such as Lexia English, to target specific skills and accelerate English proficiency. Use a progress monitoring tool to assess each long-term English learner's progress towards reclassification and meet with families to discuss their student's progress towards | $50,963.37 | Yes |

| Action # | Title | Description | Total Funds | Contributing |
|---|---|---|---|---|
| | | reclassification. This action serves as a Required Action for Long-term English learners. | | |
| **1.8** | Supports for Students with Disabilities | Utilizing student academic and non-academic data, monitor student progress and provide a multi-tiered approach to interventions, including:<br>- Provide a range of Special Education service providers, including counselors and Resource Specialist Programs<br>- When appropriate, provide push-in services to support students in mainstreamed classes and provide support for students who need additional intervention<br>- Maintain a Director of Special Education to support in training educators to provide accommodations and supports to students with disabilities. | $532,746.00 | No |
| **1.9** | Supports for Homeless and/or Foster Youth | Hire and retain a bilingual Community Outreach Coordinator to provide support, advocacy, and resources for families of students who are homeless, in foster care, and/or unhoused. The Community Outreach Coordinator will work with external partners and organizations to connect students and families to resources. Provide direct access to supplies, materials, and additional student uniforms for students in need. Offer after school programs and activities for youth to provide extended learning and a safe place for students to grow and socialize. | $31,710.75 | No<br>Yes |
| **1.10** | College & Career Readiness | Provide a range of comprehensive college and career readiness supports, including:<br>• Offer two college advisors to directly support students' college and career<br>readiness<br>• Host adult skills workshops (and other topics driven by student/parent interest)<br>• Hire an assistant director of student services to support school staff in<br>developing systems to increase our student A-G, Career and Technical Education, and high school graduation rates | $55,140.00 | No |


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| Action # | Title | Description | Total Funds | Contributing |
|---|---|---|---|---|
| | | • Provide career fairs and college field trips to engage students with various<br>fields and post-secondary opportunities | | |

# Goals and Actions

## Goal

| Goal # | Description | Type of Goal |
|---|---|---|
| 2 | Create an engaged parent community that is fully engaged in and actively connected to the school community. | Maintenance of Progress Goal |

State Priorities addressed by this goal.

Priority 3: Parental Involvement (Engagement)

An explanation of why the LEA has developed this goal.

One of our greatest assets, and true agents of change, are the families and community members who support us. We are their public school system and we rely on them as our educated and nimble allies. We know that our families are prepared and motivated to rise to any occasion, and this goal is aimed at ensuring this foundational value is centered in our work. Parent engagement and communication are both at the core of this goal in the LCAP.

Parent engagement at our school is founded in knowing that parents are our collaborators when it comes to student learning. This means that we find ways to educate, empower, and involve parents in their child's education. Parent engagement and communication efforts are focused on building strong, positive relationships between school staff and families. We work to ensure that every parent knows what is happening with their student, both academically and non-academically. We host frequent community nights and school events that build community and infuse fun and connection into our school culture.

Goal 2 is a maintenance goal directed at upholding our standards for a strong parent community. The priorities being addressed under this goal include parent engagement and school climate. It was developed in collaboration with our educational partners to ensure that we continue our work regarding strong parent engagement. We will achieve this goal by implementing frequent family events and activities that are bolstered by parent involvement in school planning and decision-making. The metrics and actions outlined below ensure that we are building a strong parent community with an emphasis on connection and partnership.

## Measuring and Reporting Results

| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|---|---|---|---|---|---|---|
| 2.1 | Parents will be provided regular opportunities to participate in school site | Scheduled at least 3 FST meetings and at least 3 | Scheduled at least 3 FST meetings | Scheduled at least 3 FST meetings | Schedule at least 3 Family, Student, and Teacher (FST) | Metric Met |

| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|---|---|---|---|---|---|---|
| | decision making. (SP 3.1)<br><br>Source: Internal Google Drive - Meeting Agendas | Parent Committee for English Learners meetings, inviting all parents to participate.<br>From the 2023-24 school year. | | | meetings annually and at least 3 English Learner Advisory Council (Parent Committee for English Learners) meetings annually, inviting all parents to participate. | |
| 2.2 | Parents of all students, including unduplicated pupils and students with exceptional needs, will be invited to participate in at least 4 parent/family events, including parent-teacher conferences, ongoing parent meetings and workshops, and other school events (SP 3.2, 3.3)<br>Source: ParentSquare messaging/invitatio ns, school calendar | Parents invited to at least 4 events<br>From the 2022-23 school year. | Parents invited to at least 4 events | Parents invited to at least 4 events | Parents invited to at least 4 events | Metric Met |

# Goal Analysis [2025-26]

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

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

All of our parent engagement and communication efforts focus on building strong, positive relationships between school staff and families. We strive to ensure that every parent is informed about their child's academic progress and overall well-being. To foster a sense of

community, we host frequent family events and school activities that celebrate our school culture while promoting connection and engagement. These efforts are designed to strengthen the school-home relationship and reflect the diversity and values of our school community.

Planned: Host regular community events and school activities that encourage family participation. Hold three Family Staff Team (FST) meetings and administer a parent information survey to gather feedback and strengthen family voice.

Implemented: Held Family Staff Team (FST) using network bylaws and policies to ensure meaningful opportunities for parents to participate in school planning and decision-making, including LCAP, college electives, and culture events. A small group of representatives actively attended meetings and provided valuable feedback on the LCAP, school budget, and schoolwide events and initiatives. Two-way communication between school staff and families was strengthened through consistent use of the ParentSquare platform, along with multi-modal communication including newsletters, text messages, apps, and in-person updates provided in home languages to ensure accessibility. The YouthTruth survey was also administered to gather additional student and family feedback on school experience and engagement.

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

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Attendance data and parent feedback indicate that these meetings and engagement opportunities were well-attended and that families consistently participated in FST meetings and school events. This reflects strong interest and involvement from families in schoolwide decision-making and community-building efforts.
YouthTruth survey data indicate that there is still work to be done in improving satisfaction with overall school operations. While engagement levels are strong, this feedback suggests a need to further strengthen communication, responsiveness, and clarity around school processes to better align family perceptions with the school's efforts and intentions.

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

Provide parent education workshops on student learning, social-emotional development, and school resources. Hold parent workshops for parents who are unable to access technology. Hold affirmative groups of the target populations. Examine and dive into youth truths data do determine root cause of ratings given.

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

# Actions

| Action # | Title | Description | Total Funds | Contributing |
|---|---|---|---|---|
| **2.1** | Parent Engagement Activities | Hold at least 2 orientations and/or open houses for new incoming families to learn about available school programs, the Parent-Family Handbook, school-wide goals, expectations, rules, and norms. Host 2 monthly Parent Meetings, one in the morning and one in the evening, to communicate to parents about school programs and activities and to receive their feedback and ideas. Provide ongoing parent-teacher conferences and parent education workshops on topics such as: college and career preparation, mental health, parent education, student progress monitoring tools and resources, internet safety, sex education and/or other topics that they express interest in. | $30,857.80 | Yes |
| **2.2** | Parent Communication Activities | Utilize the parent communication platform ParentSquare to communicate with parents in real time by text, email, and phone. Provide parent access to PowerSchool so that parents can view student academic progress data. Provide translation and interpretation services to families whose primary language is not English, so that all families can engage with school programs, events, and activities. | $45,339.07 | Yes |


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# Goals and Actions

## Goal

| Goal # | Description | Type of Goal |
|---|---|---|
| 3 | Create a safe, inclusive, and welcoming school community where students and staff are fully invested in academic, health, and social-emotional learning. | Broad Goal |

State Priorities addressed by this goal.

Priority 5: Pupil Engagement (Engagement)
Priority 6: School Climate (Engagement)

An explanation of why the LEA has developed this goal.

We believe that a strong school culture is accomplished by having our network of teachers, scholars, and school leaders adhere to our foundational practices with consistency. Effective school leaders and faculty transform vision and values into meticulously built systems that operate in every single classroom and hallway. These core values and daily practices create a strong, supportive school community.

Our school culture is grounded in students feeling a strong sense of belonging at the school, as well as having a cohesive school environment that is safe and supportive. Student engagement and school culture efforts are focused on providing fun and creative opportunities for connection, exploration, and wellness. We partner with community organizations as much as possible to provide these opportunities to our students and families and create a culture of celebration by honoring students and their accomplishments throughout the year. We also center social justice in our work together and provide teachers with continuous learning to build their equity practices and cultural fluency.

Goal 3 is a broad goal focused on creating and maintaining this safe, inclusive, supportive school environment. The priorities being addressed under this goal include pupil engagement and school climate. It was developed in collaboration with our educational partners to ensure that we continue to prioritize student engagement and the culture of our school community. We will achieve this goal by implementing frequent school culture activities and positive behavioral intervention systems and social-emotional learning. The metrics and actions outlined below ensure that we are building a supportive school community fully invested in academic and non-academic outcomes.

## Measuring and Reporting Results

| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|---|---|---|---|---|---|---|
| 3.1 | 90% or greater Average Daily Attendance (“ADA”) (SP 5.1) | ALL: 96.4%<br>Hispanic: 96.5%<br>EL: 95.8% | All: 94.26% | All: 93.02% | Each student subgroup will | -3.38% |

| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|---|---|---|---|---|---|---|
| | Source: CALPADS 14.1 | SED: 96.7%<br>SWD: 95.8% | | | achieve 90% or greater ADA. | |
| 3.2 | Decrease student chronic absenteeism rate or meet the overall state average for baseline year (SP 5.2)<br>Source: CA Dashboard and DataQuest Chronic Absenteeism Rate | All: 6.3%<br>SED: 6.0%<br>Hispanic: 5.6%<br>EL: 10.1%<br>SWD: 8.7% | All: 10.1%<br>SED: 10.3%<br>Hispanic: 9.8%<br>EL: 11.5%<br>SWD: 5.6% | All: 15.5%<br>SED: 15.2%<br>Hispanic: 15.9%<br>EL: 22.9%<br>SWD: 15.0% | Each student subgroup will decrease at least 0.5 percentage points annually or meet the overall 2022-2023 state average, 24.9%. | All: 9.2%<br>SED: 9.2%<br>Hispanic: 10.3%<br>EL: 12.8%<br>SWD: 6.3% |
| 3.3 | Decrease suspension rate or meet the overall state average for baseline year (SP 6.1)<br>Source: CA Dashboard | All: 4.7%<br>SED: 5.8%<br>Hispanic: 4.3%<br>EL: 5.0%<br>SWD: 8.2% | All: 5.5%<br>SED: 3.7%<br>Hispanic: 4.3%<br>EL: 6.7%<br>SWD: 9.8% | All: 7.0%<br>SED: 6.8%<br>Hispanic: 7.2%<br>EL: 10.3%<br>SWD: 10.0% | Each student subgroup will decrease at least 0.5 percentage points annually or meet the 2022¬2023 overall state average, 3.5% | All: 2.3%<br>SED: 1.0%<br>Hispanic: 2.9%<br>EL: 5.3%<br>SWD: 1.8% |
| 3.4 | Maintain a very low expulsion rate (SP 6.2)<br>Source: DataQuest Expulsion Rate | All: 0.0%<br>SED: 0.0%<br>Hispanic: 0.0%<br>EL: 0.0%<br>SWD: 0.0% | All: 0.0%<br>SED: 0.0%<br>Hispanic: 0.0%<br>EL: 0.0%<br>SWD: 0.0% | All: 0.0%<br>SED: 0.0%<br>Hispanic: 0.0%<br>EL: 0.0%<br>SWD: 0.0% | Each student subgroup will have 0.5% or lower expulsion rate | All: 0.0%<br>SED: 0.0%<br>Hispanic: 0.0%<br>EL: 0.0%<br>SWD: 0.0% |
| 3.5 | Increase the percent of students responding "agree" or "strongly agree" to "I really feel like a part of my school's community." (SP 6.3)<br>Source: YouthTruth survey | 46.0%<br>From the 21-22 school year. | 33.0% | 30.0% | Increase 3 percentage points annually or meet 85% of students responding "agree" or "strongly agree" | -16.0% |


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| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|---|---|---|---|---|---|---|
| | | | | | | |
| 3.6 | Increase the percent of students responding "agree" or "strongly agree" to "I feel safe at school." (SP 6.3)<br>Source: YouthTruth survey | 63.0%<br>From the 21-22 school year. | 54.0% | 48.0% | Increase 3 percentage points annually or meet 85% of students responding "agree" or "strongly agree" | -15.0% |
| 3.7 | "Decrease the 5 year cohort dropout rate or meet the state average for baseline year (SP 5.4)<br><br>Source: DataQuest Five-Year Cohort Outcomes" | All: 14.1%<br>SED: 15.1%<br>Hispanic: 14.1%<br>EL: 25.0% | All: 22.8%<br>SED: 22.7%<br>Hispanic: 20.5%<br>EL: 37.9% | To be completed 2027 | Each student subgroup will decrease at least 1 percentage point annually or maintain a rate below 3.5% | All: 8.7%<br>SED: 7.6%<br>Hispanic: 6.4%<br>EL: 12.9% |
| 3.8 | Increase the 5 year cohort graduation rate or meet the overall state average for baseline year (SP 5.5)<br>Source: CA Dashboard | All: 71.8%<br>SED: 71.6%<br>Hispanic: 73.4%<br>EL: 56.3% | All: 83.8%<br>SED: 83.3%<br>Hispanic: 82.7%<br>EL: 71.4% | All: 80.5%<br>SED: 82.9%<br>Hispanic: 83.1%<br>EL: 80.4% | Each student subgroup will grow at least 1 percentage point annually or meet the 2022-2023 overall state average, 86.4% | All: 8.7%<br>SED: 11.3%<br>Hispanic: 9.7%<br>EL: 24.1% |

# Goal Analysis [2025-26]

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

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Our goal is to create and maintain a safe, inclusive, and supportive school environment that fosters a strong sense of belonging and engagement for all students. We are committed to supporting students' academic success alongside their social-emotional well-being through intentional school culture-building practices and coordinated systems of support. A positive school climate remains a central driver of student engagement, attendance, and overall achievement, and we continue to refine practices that strengthen both student voice and connection to the school community.

Planned: Expand Positive Behavioral Interventions and Supports (PBIS) schoolwide to promote a consistent, positive behavioral culture and reduce disciplinary incidents. Implement regular schoolwide culture-building activities, including spirit days, student assemblies, recognition programs, and celebrations of student success, in order to strengthen belonging and honor student diversity. In addition, systematically analyze engagement and climate data—such as attendance, discipline, and survey results—on an ongoing basis to identify trends, respond to student needs, and continuously improve schoolwide practices and supports.

Implemented: The school implemented YouthTruth surveys to gather student perspectives on school climate and belonging. Results showed an increase in students reporting a stronger sense of connection to school, which is further supported by improvements reflected in chronic absenteeism data, indicating stronger student engagement and attendance patterns. A Tier 1 PBIS system was fully rolled out, establishing clear, schoolwide behavioral expectations and consistent reinforcement systems. In addition, restorative and progressive discipline procedures were implemented through a structured behavior matrix, supporting more consistent and relationship-centered responses to student behavior. Monthly data reviews, including attendance and discipline data, were embedded into leadership and site team meetings to ensure ongoing monitoring and timely response to emerging trends. School culture was further strengthened through ongoing student recognition programs and cultural celebrations. These included monthly assemblies and announcements that highlighted student achievements as well as culturally responsive events such as Hispanic Heritage Month celebrations, Black History Month showcases, and an International Night, all of which contributed to a more inclusive and connected school community.

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

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Overall, schoolwide systems and culture-building efforts continue to demonstrate positive impact, particularly in student engagement, attendance patterns, and participation in school community activities. Increased implementation of PBIS systems, restorative practices, and schoolwide celebrations has contributed to a stronger sense of belonging and a more inclusive school environment. These indicators reflect growing student connection to the school and consistent participation in supportive school structures. Student perception data also shows an increase in students reporting that they feel safe at school. This improvement is likely connected to a decrease in high-impact incidents (such as fights or safety-related disruptions), which has contributed to a more stable and secure school environment. With fewer significant incidents disrupting the school day, students are experiencing greater consistency and predictability in their learning environment, which supports a stronger overall sense of safety and well-being. These outcomes suggest that the school's investments in proactive behavior systems, restorative practices, and coordinated student supports are contributing to both improved school climate and increased student feelings of safety.

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

Continue strengthening Tier 1 PBIS implementation with a focus on consistency across all classrooms and settings, ensuring that expectations are explicitly taught, reinforced, and monitored. Deepen staff training in restorative practices to further reduce the likelihood of

escalation and to support consistent, relationship-centered responses to student behavior. In addition, continue analyzing discipline and incident data in real time to identify patterns early and proactively address emerging concerns. The school should also expand proactive supervision structures and student relationship-building practices during high-risk transition times (e.g., passing periods, lunch, arrival/dismissal) to further reduce high-impact incidents and sustain improvements in student safety and school climate.

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

# Actions

| Action # | Title | Description | Total Funds | Contributing |
|---|---|---|---|---|
| **3.1** | Community Engagement | Implement an annual survey to collect staff, student, and parent feedback on a variety of topics including school plans, culture and engagement, and academic program. Engage with community programs and organizations to provide resources for families and students, especially our most marginalized subgroups. Provide workshops for students on social skills, academic skills, and stress management. Establish partnerships with a variety of programs to explore interests to lead a healthy life, such as: Mindfulness, Yoga, Karate, sports, arts, clubs, and more. Host an annual event in partnership with community organizations, such as a community resource fair, park clean-up day, and/or civic engagement opportunities. | $51,275.83 | Yes |
| **3.2** | School Culture Activities | Throughout the year, provide a variety of activities to motivate learning, social skills, and a strong school culture, including:<br>- Field trips, graduation ceremonies, demonstrations of values, attendance, and academic progress<br>- Acknowledge accomplishments and progress every quarter with awards and ribbons<br>- Build school spirit and provide themed celebrations and materials such as school uniforms, agendas/school supplies, athletic apparel, yearbooks, etc.<br>- Hold quarterly culture-building events such as outdoor field days, pep rallies, or community clean-up days that promote a strong sense of school culture and community.<br>- Hold at least one student assembly annually on student academic achievement.<br>- Hold at least two assemblies that focus on developmentally appropriate social/emotional concerns such as: bullying, cyber-bullying, peer pressure, sexual education, drug and alcohol abuse, growth mindset, digital | $135,039.23 | Yes |

| Action # | Title | Description | Total Funds | Contributing |
|---|---|---|---|---|
| | | citizenship, mind and body health, neighborhood safety, and programs addressing equity and social justice. | | |
| **3.3** | Supports for Student Attendance and Engagement | On an ongoing basis throughout the school year, assess student attendance data and evaluate the progress of any student subgroups with a red dashboard indicator for chronic absenteeism.<br><br>Provide training and support resources for the School Attendance Review Team to reduce chronic absenteeism, with a particular emphasis on serving our most vulnerable students and identifying and addressing students' individual needs. | $45,922.00 | Yes |
| **3.4** | Supports for Student Behavior and Wellbeing | On an ongoing basis throughout the school year, assess student data and evaluate the progress of any student subgroup with a red dashboard indicator for suspension and/or expulsion.<br><br>Implement Positive Behavior Intervention Systems and restorative justice practices at the school which emphasize school values and reward positive student behaviors, including:<br>- Each month, select a student of the month to celebrate students who distinguished themselves by demonstrating school values<br>- Provide professional development for teachers and staff in the use of restorative practices, with a focus on supporting our most vulnerable students and any subgroups with a recent red dashboard indicator for suspension or expulsion<br>• Train teachers to provide social-emotional learning opportunities through advisory/home room classes<br>-The school psychologist/wellness counselor will meet with students experiencing non-academic problems | $189,953.79 | Yes |
| **3.5** | Supports for Graduation | On an ongoing basis throughout each school year, assess student data on grades | $55,000.00 | No |

| Action # | Title | Description | Total Funds | Contributing |
|---|---|---|---|---|
| | | and course completion to evaluate individual students' progress to graduation.<br>Regularly conduct an analysis to identify any student subgroups with a red dashboard indicator for graduation. In 2023, the school received a red graduation<br>dashboard indicator for its English learner subgroup. As a result our staff will<br>specifically monitor these students' progress to graduation in order to provide<br>targeted interventions and increase the graduation rate for English learners.<br>Based on the data, provide interventions such as:<br>• Offer credit recovery program during the academic year and over the summer to<br>provide multiple avenues for students to meet graduation requirements<br>• Offer workshops for students and families to educate them about graduation<br>requirements early on in the high school career<br>• College advisors and school counselor will meet with families to establish a<br>graduation plan and check in at least 2 times per year regarding that plan | | Yes |


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# Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2026-27]

| Total Projected LCFF Supplemental and/or Concentration Grants | Projected Additional 15 percent LCFF Concentration Grant |
|---|---|
| $1079469 | $ |

**Required Percentage to Increase or Improve Services for the LCAP Year**

| Projected Percentage to Increase or Improve Services for the Coming School Year | LCFF Carryover — Percentage | LCFF Carryover — Dollar | Total Percentage to Increase or Improve Services for the Coming School Year |
|---|---|---|---|
| 28.469% | 0.000% | $0.00 | 28.469% |

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

## Required Descriptions

### *LEA-wide and Schoolwide Actions*

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

| Goal and Action # | Identified Need(s) | How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| **1.1** | **Action:**<br>Academic Assessment and Progress Monitoring<br><br>**Need:**<br>Statewide, socioeconomically disadvantaged (“SED”)/low-income students have significantly lower rates of ELA and Math proficiency (42.6 and 80.8 points below standard, respectively) compared to their non-SED peers (13.6 and | Our multi-tiered levels of support will provide students with additional supports in the areas that they need it most. Each academic intervention is driven by student data to support learning and includes after school learning time and tutoring to target skill building, and the use of supplemental instruction programs such as IXL, iReady, Actively Learn, Lexia. We’re also providing extended professional development for staff so that they can differentiate instruction, utilize data to inform | We will monitor progress in the academic growth of our SED students. Feedback from students and families will shape the implementation of these supports.<br><br>Metric 1m: Schoolwide and subgroup averages achieve at least one year’s |

| Goal and Action # | Identified Need(s) | How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| | 49.1 points). Our school serves a high rate of SED students (83.5% in the 2023-24 school year). State and national data demonstrates that students from low socioeconomic backgrounds benefit from increased supports in achieving academic proficiency. There is a need for SED students to grow more than 1 year's worth of academic progress in a year's time in order to "catch up" to their more affluent peers and achieve proficiency. Additionally, parents and staff have indicated that academics are a top concern for them. Staff requested additional professional development to support them in building their capacity to utilize our internal assessment tools, assess academic data, and differentiate instruction.<br><br>**Scope:**<br>LEA-wide<br>Schoolwide | instruction, and learn from veteran teachers via mentoring.<br><br>These actions are being provided on an LEA- wide basis because a majority of our students are low income, and because all of our students can benefit from the academic interventions to support academic growth. | progress in ELA, as defined by internal assessment.<br><br>Metric 1n: Schoolwide and subgroup averages achieve at least one year's progress in Math, as defined by internal assessment. |
| **1.2** | **Action:**<br>Academic Supports<br><br>**Need:**<br>Statewide, socioeconomically disadvantaged ("SED")/low-income students have significantly lower rates of ELA and Math proficiency (42.6 and 80.8 points below standard, respectively) compared to their non-SED peers (13.6 and 49.1 points). Our school serves a high rate of SED students (83.5% in the 2023-24 school year). State and national data demonstrates that students from low socioeconomic backgrounds benefit from increased supports | Our multi-tiered levels of support will provide students with additional supports in the areas that they need it most. Each academic intervention is driven by student data to support learning and includes after school learning time and tutoring to target skill building, and the use of supplemental instruction programs such as IXL, iReady, Actively Learn, Lexia. We're also providing extended professional development for staff so that they can differentiate instruction, utilize data to inform instruction, and learn from veteran teachers via mentoring. | We will monitor progress in the academic growth of our SED students. Feedback from students and families will shape the implementation of these supports.<br><br>Metric 1m: Schoolwide and subgroup averages achieve at least one year's progress in ELA, as defined by internal assessment. |

| Goal and Action # | Identified Need(s) | How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| | in achieving academic proficiency. There is a need for SED students to grow more than 1 year's worth of academic progress in a year's time in order to "catch up" to their more affluent peers and achieve proficiency. Additionally, parents and staff have indicated that academics are a top concern for them. Staff requested additional professional development to support them in building their capacity to utilize our internal assessment tools, assess academic data, and differentiate instruction.<br><br>**Scope:**<br>LEA-wide | These actions are being provided on an LEA- wide basis because a majority of our students are low income, and because all of our students can benefit from the academic interventions to support academic growth. | Metric 1n: Schoolwide and subgroup averages achieve at least one year's progress in Math, as defined by internal assessment. |
| **1.4** | **Action:**<br>Professional Development to Promote Academic Excellence<br><br>**Need:**<br>Statewide, socioeconomically disadvantaged ("SED")/low-income students have significantly lower rates of ELA and Math proficiency (42.6 and 80.8 points below standard, respectively) compared to their non-SED peers (13.6 and 49.1 points). Our school serves a high rate of SED students (83.5% in the 2023-24 school year). State and national data demonstrates that students from low socioeconomic backgrounds benefit from increased supports in achieving academic proficiency. There is a need for SED students to grow more than 1 year's worth of academic progress in a year's time in order to "catch up" to their more affluent peers and achieve proficiency. | Our multi-tiered levels of support will provide students with additional supports in the areas that they need it most. Each academic intervention is driven by student data to support learning and includes after school learning time and tutoring to target skill building, and the use of supplemental instruction programs such as IXL, iReady, Actively Learn, Lexia. We're also providing extended professional development for staff so that they can differentiate instruction, utilize data to inform instruction, and learn from veteran teachers via mentoring.<br><br>These actions are being provided on an LEA- wide basis because a majority of our students are low income, and because all of our students can benefit from the academic interventions to support academic growth. | We will monitor progress in the academic growth of our SED students. Feedback from students and families will shape the implementation of these supports.<br><br>Metric 1m: Schoolwide and subgroup averages achieve at least one year's progress in ELA, as defined by internal assessment.<br><br>Metric 1n: Schoolwide and subgroup averages achieve at least one year's progress in Math, as |

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| | Additionally, parents and staff have indicated that academics are a top concern for them. Staff requested additional professional development to support them in building their capacity to utilize our internal assessment tools, assess academic data, and differentiate instruction.<br><br>**Scope:**<br>LEA-wide | | defined by internal assessment. |
| **1.7** | **Action:**<br>Additional Supports for Long-term English Learners<br><br>**Need:**<br>Language barriers make academic assessments such as CAASPP extremely challenging for our English learners. As a result, they perform worse on these assessments in both ELA and math (7.1% and 10.6% proficient, respectively) compared to the overall average for students (21.7% in ELA and 21.4% in math). Feedback from parents of English learners, and our English learner students, indicate that English fluency and academic success remain a top priority. Our teachers have expressed a need for additional professional development that prepares them to effectively teach and support English learners in their classrooms.<br><br>**Scope:** | To target students' language fluency, we will utilize evidence-based ELD courses which meet the needs of multilingual learners at all proficiency levels—from newcomers to long¬term English learners—as the core curriculum for all ELD classes. We will also utilize intervention programs such as Lexia English to target specific skills and accelerate English proficiency.<br><br>These actions will also address teachers' need for additional, targeted trainings in the use of effective instructional strategies for these students by providing additional professional development time in this area. In addition, the school's ELD Specialist will work with teachers to co-plan lessons, conduct classroom observations, and provide one-on-one coaching to improve EL supports. We will hire and retain a full-time paraprofessional to work with ELs on academic success and reclassification. | We will analyze ELPI results annually and will use internal progress monitoring tools to assess each long-term English learner's progress towards reclassification during the school year. We will meet with families to discuss their student's progress towards reclassification and their input will inform the school's programs and supports for English learners and long-term English learners.<br><br>Metric 1 i: Increase percent of EL students growing at least one ELPI level/maintaining the highest ELPI level or meet the state average for baseline year. |

| Goal and Action # | Identified Need(s) | How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis | Metric(s) to Monitor Effectiveness |
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| | | | Metric 1L: Provide at least one paraprofessional to work with English learners. |
| **1.9** | **Action:**<br>Supports for Homeless and/or Foster Youth<br><br>**Need:**<br>Although the number of foster youth and homeless students at our school is too small to be statistically significant on the California Schools Dashboard, data on these students nation-wide, as well as in the Bay Area, demonstrates there is a clear need for tangible supports such as resources, materials, and services that provide direct aid to students and their families. Foster youth and students experiencing homelessness are at a greater risk of "slipping through the cracks" compared to their peers. According to a California-based research study, the odds of homelessness for older youth were 44% lower for those who reported that they had "enough" people to turn to for tangible support. This includes those who can provide direct resources and/or practical assistance. Through outreach with students and families at our school, we have learned that there is need for additional communication and coordination between the school and some of our highest need families, including families of homeless students and foster youth. There is also a need for strong communication from a Spanish-language speaker as many of our families speak Spanish in their homes. | The bilingual role of Community Outreach Coordinator will promote strong connection and communication with all families, in addition to coordinating services for homeless students and foster youth. The coordinator will ensure that students and families have access to tangible resources from local organizations and nonprofits that can support them outside the classroom as well, such as Familias Unidas, Clinica de la Raza, Native American Health Center, Unity Council, Catholic Charities of the East Bay. Lastly, the after-school program provides students with a safe place to continue to learn, grow, and socialize after the school day has completed.<br><br>These actions are being provided on an LEA- wide basis because even if a student is not currently homeless or in foster care, they may be at risk of either of these and their families may benefit from the efforts of the Community Outreach Coordinator and some of the provided supplies and materials. Therefore, while this action is designed to principally serve the needs of these students, it may benefit other students as well, including SED students and English learners. | We will monitor progress in increasing the average daily attendance rates for homeless and foster youth. Feedback from students and families will shape the work of the Community Outreach Coordinator.<br><br>Metric 2: Parents will be provided regular opportunities to participate in school site decision-making. Metric 3a: Attain 90% or greater Average Daily Attendance for all subgroups. |


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| | **Scope:**<br>LEA-wide | | |
| **2.1** | **Action:**<br>Parent Engagement Activities<br><br>**Need:**<br>We have heard from our parents over the years (via one-on-one conversations and surveys) that they are interested in having parent education workshops on topics such as college and career preparation, mental health, internet safety, and a range of other topics. Many of our families are low-income and face additional challenges in regard to mental and physical health, and in knowing the process for getting their student to college. Many of our students are on track to become first-generation college students and it is our goal to build families' cultural capital in understanding howto navigate A-G coursework, preparing for the college application process, qualifying for financial aid, etc.<br><br>Additionally, many of our families' home language is not English, and so we provide translation services and resources to ensure that all families can access the content and programming at our school.<br><br>**Scope:** | As a result of this feedback from parents and students, we utilize the communication platform ParentSquare to relay information to families, invite them to school events, and solicit feedback on what kinds of things are important to them. We provide translation services and parent education workshops on topics of their interest, and host school orientations/open houses to share information about the school and available programs and resources for them and their students. We host bimonthly parent meetings at different times of day to accommodate varying parent schedules.<br><br>These actions are being provided on an LEA- wide basis because a majority of our families are lowincome, and because all of our parents can benefit from the educational workshops and community-building events, and we want to seek input from all families into school decision-making and planning. | We will monitor effectiveness in this area by ensuring that we host regular opportunities, workshops, and events for families that target their needs and interests, particularly parents of unduplicated pupils and students with exceptional needs.<br><br>Metric 2a: Parents will be provided with regular opportunities to participate in school site decision-making.<br><br>Metric 2b: Parents of all students, including unduplicated pupils and students with exceptional needs, will be invited to participate in at least 4 parent/family events, including parent-teacher conferences, ongoing parent meetings and workshops, and other school events. |

| Goal and Action # | Identified Need(s) | How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| | LEA-wide | | |
| **2.2** | **Action:**<br>Parent Communication Activities<br><br>**Need:**<br>We have heard from our parents over the years (via one-on-one conversations and surveys) that they are interested in having parent education workshops on topics such as college and career preparation, mental health, internet safety, and a range of other topics. Many of our families are low-income and face additional challenges in regard to mental and physical health, and in knowing the process for getting their student to college. Many of our students are on track to become first-generation college students and it is our goal to build families' cultural capital in understanding howto navigate A-G coursework, preparing for the college application process, qualifying for financial aid, etc.<br><br>Additionally, many of our families' home language is not English, and so we provide translation services and resources to ensure that all families can access the content and programming at our school.<br><br>**Scope:**<br>LEA-wide | As a result of this feedback from parents and students, we utilize the communication platform ParentSquare to relay information to families, invite them to school events, and solicit feedback on what kinds of things are important to them. We provide translation services and parent education workshops on topics of their interest, and host school orientations/open houses to share information about the school and available programs and resources for them and their students. We host bimonthly parent meetings at different times of day to accommodate varying parent schedules.<br><br>These actions are being provided on an LEA- wide basis because a majority of our families are lowincome, and because all of our parents can benefit from the educational workshops and community-building events, and we want to seek input from all families into school decision-making and planning. | We will monitor effectiveness in this area by ensuring that we host regular opportunities, workshops, and events for families that target their needs and interests, particularly parents of unduplicated pupils and students with exceptional needs.<br><br>Metric 2a: Parents will be provided with regular opportunities to participate in school site decision-making.<br><br>Metric 2b: Parents of all students, including unduplicated pupils and students with exceptional needs, will be invited to participate in at least 4 parent/family events, including parent-teacher conferences, ongoing parent meetings and workshops, and other school events. |


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|---|---|---|---|
| **3.1** | **Action:**<br>Community Engagement<br><br>**Need:**<br>Survey data and other local data has indicated a strong need from our parents and students to offer robust non- academic offerings to enrich students' education experience, provide opportunities to learn and growoutside the classroom, and make school a more fun and engaging experience overall. Feedback from our parents and students indicated a need for extracurriculars such as arts, athletics, clubs, field trips, and non-academic content learning (such as stress management, typing, and study skills). Like many schools across the nation since the pandemic, our attendance and chronic absenteeism data (available in the metric data under Goal 3) demonstrate that these are two areas of need. Qualitative data from the 2023- 24 survey provided some of the examples described above, and other survey data indicated that 79.0% of students indicated they "really feel like a part of my school's community."<br><br>**Scope:**<br>LEA-wide | As a result of our community partners' feedback, we will solicit detailed and ongoing feedback via survey to better identify which specific activities are of interest to the current student body. We will provide workshops for students on social skills, academic skills, and stress management, as well as workshops for students to explore interests that lead a healthy life, such as: Mindfulness, Yoga, Karate, sports, arts, clubs, and more. We will establish partnerships with a variety of community organizations and programs to provide resources for families and students, especially our most marginalized subgroups. We will host an annual event in partnership with community organizations, such as a community resource fair, park clean-up day, and/or civic engagement opportunities. On an ongoing basis throughout the school year, we will assess student attendance data and evaluate the progress of any student subgroups with a red dashboard indicator for chronic absenteeism. We will provide training and support resources for the School Attendance ReviewTeam to reduce chronic absenteeism.<br><br>These actions are being provided on an LEA- wide basis because all of our students and families contribute to the school culture and benefit from a close community and engaging learning experience. Many of our students struggle with absenteeism and can benefit from the interventions to support engagement and attendance. | Throughout the school year we will assess student attendance data and chronic absenteeism, as well have conversations with our students and families about the progress of this work via FSTmeetings and other parent/student engagement activities. Once per year we will analyze the survey results. Feedback from families and students will shape the implementation of the program, including specific workshop topics and field trip locations.<br><br>Metric 3a: 90% or greater Average Daily Attendance.<br><br>Metric 3b: Decrease student chronic absenteeism rate or meet the overall state average for baseline year.<br><br>Metric 3h: Increase the percent of students responding "agree" or "strongly agree" to "I really feel like a part of my school's community." |


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| Goal and Action # | Identified Need(s) | How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| **3.2** | **Action:**<br>School Culture Activities<br><br>**Need:**<br>Survey data and other local data has indicated a strong need from our parents and students to offer robust non- academic offerings to enrich students' education experience, provide opportunities to learn and growoutside the classroom, and make school a more fun and engaging experience overall. Feedback from our parents and students indicated a need for extracurriculars such as arts, athletics, clubs, field trips, and non-academic content learning (such as stress management, typing, and study skills). Like many schools across the nation since the pandemic, our attendance and chronic absenteeism data (available in the metric data under Goal 3) demonstrate that these are two areas of need. Qualitative data from the 2023- 24 survey provided some of the examples described above, and other survey data indicated that 79.0% of students indicated they "really feel like a part of my school's community."<br><br>**Scope:**<br>LEA-wide | As a result of our community partners' feedback, we will solicit detailed and ongoing feedback via survey to better identify which specific activities are of interest to the current student body. We will provide workshops for students on social skills, academic skills, and stress management, as well as workshops for students to explore interests that lead a healthy life, such as: Mindfulness, Yoga, Karate, sports, arts, clubs, and more. We will establish partnerships with a variety of community organizations and programs to provide resources for families and students, especially our most marginalized subgroups. We will host an annual event in partnership with community organizations, such as a community resource fair, park clean-up day, and/or civic engagement opportunities. On an ongoing basis throughout the school year, we will assess student attendance data and evaluate the progress of any student subgroups with a red dashboard indicator for chronic absenteeism. We will provide training and support resources for the School Attendance ReviewTeam to reduce chronic absenteeism.<br><br>These actions are being provided on an LEA- wide basis because all of our students and families contribute to the school culture and benefit from a close community and engaging learning experience. Many of our students struggle with absenteeism and can benefit from the interventions to support engagement and attendance. | Throughout the school year we will assess student attendance data and chronic absenteeism, as well have conversations with our students and families about the progress of this work via FSTmeetings and other parent/student engagement activities. Once per year we will analyze the survey results. Feedback from families and students will shape the implementation of the program, including specific workshop topics and field trip locations.<br><br>Metric 3a: 90% or greater Average Daily Attendance.<br><br>Metric 3b: Decrease student chronic absenteeism rate or meet the overall state average for baseline year.<br><br>Metric 3h: Increase the percent of students responding "agree" or "strongly agree" to "I really feel like a part of my school's community." |


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|---|---|---|---|
| **3.3** | **Action:**<br>Supports for Student Attendance and Engagement<br><br>**Need:**<br>Survey data and other local data has indicated a strong need from our parents and students to offer robust non- academic offerings to enrich students' education experience, provide opportunities to learn and growoutside the classroom, and make school a more fun and engaging experience overall. Feedback from our parents and students indicated a need for extracurriculars such as arts, athletics, clubs, field trips, and non-academic content learning (such as stress management, typing, and study skills). Like many schools across the nation since the pandemic, our attendance and chronic absenteeism data (available in the metric data under Goal 3) demonstrate that these are two areas of need. Qualitative data from the 2023- 24 survey provided some of the examples described above, and other survey data indicated that 79.0% of students indicated they "really feel like a part of my school's community."<br><br>**Scope:**<br>LEA-wide | As a result of our community partners' feedback, we will solicit detailed and ongoing feedback via survey to better identify which specific activities are of interest to the current student body. We will provide workshops for students on social skills, academic skills, and stress management, as well as workshops for students to explore interests that lead a healthy life, such as: Mindfulness, Yoga, Karate, sports, arts, clubs, and more. We will establish partnerships with a variety of community organizations and programs to provide resources for families and students, especially our most marginalized subgroups. We will host an annual event in partnership with community organizations, such as a community resource fair, park clean-up day, and/or civic engagement opportunities. On an ongoing basis throughout the school year, we will assess student attendance data and evaluate the progress of any student subgroups with a red dashboard indicator for chronic absenteeism. We will provide training and support resources for the School Attendance ReviewTeam to reduce chronic absenteeism.<br><br>These actions are being provided on an LEA- wide basis because all of our students and families contribute to the school culture and benefit from a close community and engaging learning experience. Many of our students struggle with absenteeism and can benefit from the interventions to support engagement and attendance. | Throughout the school year we will assess student attendance data and chronic absenteeism, as well have conversations with our students and families about the progress of this work via FSTmeetings and other parent/student engagement activities. Once per year we will analyze the survey results. Feedback from families and students will shape the implementation of the program, including specific workshop topics and field trip locations.<br><br>Metric 3a: 90% or greater Average Daily Attendance.<br><br>Metric 3b: Decrease student chronic absenteeism rate or meet the overall state average for baseline year.<br><br>Metric 3h: Increase the percent of students responding "agree" or "strongly agree" to "I really feel like a part of my school's community." |


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| Goal and Action # | Identified Need(s) | How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| **3.4** | **Action:**<br>Supports for Student Behavior and Wellbeing<br><br>**Need:**<br>Survey data and other local data has indicated a strong need from our parents and students to offer robust non- academic offerings to enrich students' education experience, provide opportunities to learn and growoutside the classroom, and make school a more fun and engaging experience overall. Feedback from our parents and students indicated a need for extracurriculars such as arts, athletics, clubs, field trips, and non-academic content learning (such as stress management, typing, and study skills). Like many schools across the nation since the pandemic, our attendance and chronic absenteeism data (available in the metric data under Goal 3) demonstrate that these are two areas of need. Qualitative data from the 2023- 24 survey provided some of the examples described above, and other survey data indicated that 79.0% of students indicated they "really feel like a part of my school's community."<br><br>**Scope:**<br>LEA-wide | As a result of our community partners' feedback, we will solicit detailed and ongoing feedback via survey to better identify which specific activities are of interest to the current student body. We will provide workshops for students on social skills, academic skills, and stress management, as well as workshops for students to explore interests that lead a healthy life, such as: Mindfulness, Yoga, Karate, sports, arts, clubs, and more. We will establish partnerships with a variety of community organizations and programs to provide resources for families and students, especially our most marginalized subgroups. We will host an annual event in partnership with community organizations, such as a community resource fair, park clean-up day, and/or civic engagement opportunities. On an ongoing basis throughout the school year, we will assess student attendance data and evaluate the progress of any student subgroups with a red dashboard indicator for chronic absenteeism. We will provide training and support resources for the School Attendance ReviewTeam to reduce chronic absenteeism.<br><br>These actions are being provided on an LEA- wide basis because all of our students and families contribute to the school culture and benefit from a close community and engaging learning experience. Many of our students struggle with absenteeism and can benefit from the interventions to support engagement and attendance. | Throughout the school year we will assess student attendance data and chronic absenteeism, as well have conversations with our students and families about the progress of this work via FSTmeetings and other parent/student engagement activities. Once per year we will analyze the survey results. Feedback from families and students will shape the implementation of the program, including specific workshop topics and field trip locations.<br><br>Metric 3a: 90% or greater Average Daily Attendance.<br><br>Metric 3b: Decrease student chronic absenteeism rate or meet the overall state average for baseline year.<br><br>Metric 3h: Increase the percent of students responding "agree" or "strongly agree" to "I really feel like a part of my school's community." |


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| **3.5** | **Action:**<br>Supports for Graduation<br><br>**Need:**<br>Survey data and other local data has indicated a strong need from our parents and students to offer robust non- academic offerings to enrich students' education experience, provide opportunities to learn and growoutside the classroom, and make school a more fun and engaging experience overall. Feedback from our parents and students indicated a need for extracurriculars such as arts, athletics, clubs, field trips, and non-academic content learning (such as stress management, typing, and study skills). Like many schools across the nation since the pandemic, our attendance and chronic absenteeism data (available in the metric data under Goal 3) demonstrate that these are two areas of need. Qualitative data from the 2023- 24 survey provided some of the examples described above, and other survey data indicated that 79.0% of students indicated they "really feel like a part of my school's community."<br><br>**Scope:**<br>LEA-wide | As a result of our community partners' feedback, we will solicit detailed and ongoing feedback via survey to better identify which specific activities are of interest to the current student body. We will provide workshops for students on social skills, academic skills, and stress management, as well as workshops for students to explore interests that lead a healthy life, such as: Mindfulness, Yoga, Karate, sports, arts, clubs, and more. We will establish partnerships with a variety of community organizations and programs to provide resources for families and students, especially our most marginalized subgroups. We will host an annual event in partnership with community organizations, such as a community resource fair, park clean-up day, and/or civic engagement opportunities. On an ongoing basis throughout the school year, we will assess student attendance data and evaluate the progress of any student subgroups with a red dashboard indicator for chronic absenteeism. We will provide training and support resources for the School Attendance ReviewTeam to reduce chronic absenteeism.<br><br>These actions are being provided on an LEA- wide basis because all of our students and families contribute to the school culture and benefit from a close community and engaging learning experience. Many of our students struggle with absenteeism and can benefit from the interventions to support engagement and attendance. | Throughout the school year we will assess student attendance data and chronic absenteeism, as well have conversations with our students and families about the progress of this work via FSTmeetings and other parent/student engagement activities. Once per year we will analyze the survey results. Feedback from families and students will shape the implementation of the program, including specific workshop topics and field trip locations.<br><br>Metric 3a: 90% or greater Average Daily Attendance.<br><br>Metric 3b: Decrease student chronic absenteeism rate or meet the overall state average for baseline year.<br><br>Metric 3h: Increase the percent of students responding "agree" or "strongly agree" to "I really feel like a part of my school's community." |

## *Limited Actions*

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

| Goal and Action # | Identified Need(s) | How the Action(s) are Designed to Address Need(s) | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| **1.6** | **Action:**<br>Supports for English Learners<br><br>**Need:**<br>Language barriers make academic assessments such as CAASPP extremely challenging for our English learners. As a result, they perform worse on these assessments in both ELA and math (7.1% and 10.6% proficient, respectively) compared to the overall average for students (21.7% in ELA and 21.4% in math). Feedback from parents of English learners, and our English learner students, indicate that English fluency and academic success remain a top priority. Our teachers have expressed a need for additional professional development that prepares them to effectively teach and support English learners in their classrooms.<br><br>**Scope:**<br>Limited to Unduplicated Student Group(s) | To target students' language fluency, we will utilize evidence-based ELD courses which meet the needs of multilingual learners at all proficiency levels—from newcomers to long-term English learners—as the core curriculum for all ELD classes. We will also utilize intervention programs such as Lexia English to target specific skills and accelerate English proficiency.<br><br>These actions will also address teachers' need for additional, targeted trainings in the use of effective instructional strategies for these students by providing additional professional development time in this area. In addition, the school's ELD Specialist will work with teachers to co-plan lessons, conduct classroom observations, and provide one-on-one coaching to improve EL supports. We will hire and retain a full-time paraprofessional to work with ELs on academic success and reclassification. | We will analyze ELPI results annually and will use internal progress monitoring tools to assess each long-term English learner's progress towards reclassification during the school year. We will meet with families to discuss their student's progress towards reclassification and their input will inform the school's programs and supports for English learners and long-term English learners.<br><br>Metric 1 i: Increase percent of EL students growing at least one ELPI level/maintaining the highest ELPI level or meet the state average for baseline year.<br><br>Metric 1L: Provide at least one paraprofessional to work with English learners. |
| **1.7** | **Action:** | | |


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| Goal and Action # | Identified Need(s) | How the Action(s) are Designed to Address Need(s) | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| | Additional Supports for Long-term English Learners<br><br>**Need:**<br><br>**Scope:**<br>Limited to Unduplicated Student Group(s) | | |

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

## Additional Concentration Grant Funding

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

The additional concentration grant add-on funding identified above will be used to directly hire and pay for several key positions within the LEA that support the needs of foster youth, English learners, and low-income students. First, the funds will be used to provide after school tutors to improve student academic outcomes (Goal 1, Action 1.2). Secondly, the funds will be used to hire and retain a full-time paraprofessional who is dedicated to supporting English learners and long-term English learners (Goal 1, Actions 1.6 and 1.7).

| **Staff-to-student ratios by type of school and concentration of unduplicated students** | Schools with a student concentration of 55 percent or less | Schools with a student concentration of greater than 55 percent |
|---|---|---|
| Staff-to-student ratio of classified staff providing direct services to students | Not applicable for charter schools. | Not applicable for charter schools. |

| **Staff-to-student ratios by type of school and concentration of unduplicated students** | Schools with a student concentration of 55 percent or less | Schools with a student concentration of greater than 55 percent |
|---|---|---|
| Staff-to-student ratio of certificated staff providing direct services to students | Not applicable for charter schools. | Not applicable for charter schools. |

# 2026-27 Total Planned Expenditures Table

| LCAP Year | 1. Projected LCFF Base Grant (Input Dollar Amount) | 2. Projected LCFF Supplemental and/or Concentration Grants (Input Dollar Amount) | 3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1) | LCFF Carryover — Percentage (Input Percentage from Prior Year) | Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %) |
|---|---|---|---|---|---|
| Totals | 3791734 | 1079469 | 28.469% | 0.000% | 28.469% |

| Totals | LCFF Funds | Other State Funds | Local Funds | Federal Funds | Total Funds | Total Personnel | Total Non-personnel |
|---|---|---|---|---|---|---|---|
| Totals | $1,823,941.36 | $538,963.72 | $0.00 | $100,000.00 | $2,462,905.08 | $1,984,810.50 | $478,094.58 |

| Goal # | Action # | Action Title | Student Group(s) | Contributing to Increased or Improved Services? | Scope | Unduplicated Student Group(s) | Location | Time Span | Total Personnel | Total Non-personnel | LCFF Funds | Other State Funds | Local Funds | Federal Funds | Total Funds | Planned Percentage of Improved Services |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 1.1 | Academic Assessment and Progress Monitoring | English Learners<br>Foster Youth<br>Low Income | Yes | LEA-wide<br>Schoolwide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | Ongoing | $45,865.92 | $43,672.92 | $50,865.92 | $38,672.92 | | | $89,538.84 | |
| 1 | 1.2 | Academic Supports | English Learners<br>Foster Youth<br>Low Income | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | Ongoing | $635,764.03 | $0.00 | $576,359.23 | $59,404.80 | | | $635,764.03 | |
| 1 | 1.3 | Materials, Curriculum, & Supplies | All | No | | | All Schools | Ongoing | $0.00 | $115,570.00 | $115,570.00 | | | | $115,570.00 | |
| 1 | 1.4 | Professional Development to Promote Academic Excellence | English Learners<br>Foster Youth<br>Low Income | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | Ongoing | $109,888.09 | $15,500.00 | $85,388.09 | | | $40,000.00 | $125,388.09 | |
| 1 | 1.5 | Safe and Secure Facilities | All | No | | | All Schools | Ongoing | $97,442.80 | $10,000.00 | $42,442.80 | $65,000.00 | | | $107,442.80 | |
| 1 | 1.6 | Supports for English Learners | English Learners | Yes | Limited to Unduplicated Student Group(s) | English Learners | Specific Schools: The charter school/LEA | Ongoing | $150,253.48 | $15,000.00 | $105,253.48 | | | $60,000.00 | $165,253.48 | |
| 1 | 1.7 | Additional Supports for Long-term English Learners | English Learners | Yes | Limited to Unduplicated Student Group(s) | English Learners | Specific Schools: The charter school/LEA | Ongoing | $37,563.37 | $13,400.00 | $50,963.37 | | | | $50,963.37 | |

| Goal # | Action # | Action Title | Student Group(s) | Contributing to Increased or Improved Services? | Scope | Unduplicated Student Group(s) | Location | Time Span | Total Personnel | Total Non-personnel | LCFF Funds | Other State Funds | Local Funds | Federal Funds | Total Funds | Planned Percentage of Improved Services |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 1.8 | Supports for Students with Disabilities | Students with Disabilities | No | | | All Schools | Ongoing | $409,846.00 | $122,900.00 | $200,000.00 | $332,746.00 | | | $532,746.00 | |
| 1 | 1.9 | Supports for Homeless and/or Foster Youth | All | No<br><br>Yes | LEA-wide | | Specific Schools: The charter school/LEA | Ongoing | $25,710.75 | $6,000.00 | $25,710.75 | $6,000.00 | | | $31,710.75 | |
| 1 | 1.10 | College & Career Readiness | All | No | | | All Schools | | $55,140.00 | $0.00 | $28,000.00 | $27,140.00 | | | $55,140.00 | |
| 2 | 2.1 | Parent Engagement Activities | English Learners<br>Foster Youth<br>Low Income | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | Ongoing | $20,549.80 | $10,308.00 | $30,857.80 | | | | $30,857.80 | |
| 2 | 2.2 | Parent Communication Activities | English Learners<br>Foster Youth<br>Low Income | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | Ongoing | $30,339.07 | $15,000.00 | $45,339.07 | | | | $45,339.07 | |
| 3 | 3.1 | Community Engagement | Low Income | Yes | LEA-wide | Low Income | Specific Schools: The charter school/LEA | Ongoing | $26,275.83 | $25,000.00 | $51,275.83 | | | | $51,275.83 | |
| 3 | 3.2 | School Culture Activities | English Learners<br>Foster Youth<br>Low Income | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | Ongoing | $75,039.23 | $60,000.00 | $135,039.23 | | | | $135,039.23 | |
| 3 | 3.3 | Supports for Student Attendance and Engagement | English Learners<br>Foster Youth<br>Low Income | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | Ongoing | $43,922.00 | $2,000.00 | $45,922.00 | | | | $45,922.00 | |
| 3 | 3.4 | Supports for Student Behavior and Wellbeing | English Learners<br>Foster Youth<br>Low Income | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | Ongoing | $176,210.13 | $13,743.66 | $189,953.79 | | | | $189,953.79 | |
| 3 | 3.5 | Supports for Graduation | All | No<br><br>Yes | LEA-wide | | All Schools | | $45,000.00 | $10,000.00 | $45,000.00 | $10,000.00 | | | $55,000.00 | |

# 2026-27 Contributing Actions Table

| 1. Projected LCFF Base Grant | 2. Projected LCFF Supplemental and/or Concentration Grants | 3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1) | LCFF Carryover — Percentage (Percentage from Prior Year) | Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %) | 4. Total Planned Contributing Expenditures (LCFF Funds) | 5. Total Planned Percentage of Improved Services (%) | Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5) | Totals by Type | Total LCFF Funds |
|---|---|---|---|---|---|---|---|---|---|
| 3791734 | 1079469 | 28.469% | 0.000% | 28.469% | $1,437,928.56 | 0.000% | 37.923 % | **Total:** | $1,437,928.56 |
| | | | | | | | | **LEA-wide Total:** | $1,281,711.71 |
| | | | | | | | | **Limited Total:** | $156,216.85 |
| | | | | | | | | **Schoolwide Total:** | $50,865.92 |

| Goal | Action # | Action Title | Contributing to Increased or Improved Services? | Scope | Unduplicated Student Group(s) | Location | Planned Expenditures for Contributing Actions (LCFF Funds) | Planned Percentage of Improved Services (%) |
|---|---|---|---|---|---|---|---|---|
| 1 | 1.1 | Academic Assessment and Progress Monitoring | Yes | LEA-wide Schoolwide | English Learners Foster Youth Low Income | Specific Schools: The charter school/LEA | $50,865.92 | |
| 1 | 1.2 | Academic Supports | Yes | LEA-wide | English Learners Foster Youth Low Income | Specific Schools: The charter school/LEA | $576,359.23 | |
| 1 | 1.4 | Professional Development to Promote Academic Excellence | Yes | LEA-wide | English Learners Foster Youth Low Income | Specific Schools: The charter school/LEA | $85,388.09 | |
| 1 | 1.6 | Supports for English Learners | Yes | Limited to Unduplicated Student Group(s) | English Learners | Specific Schools: The charter school/LEA | $105,253.48 | |
| 1 | 1.7 | Additional Supports for Long-term English Learners | Yes | Limited to Unduplicated Student Group(s) | English Learners | Specific Schools: The charter school/LEA | $50,963.37 | |
| 1 | 1.9 | Supports for Homeless and/or Foster Youth | Yes | LEA-wide | | Specific Schools: The charter school/LEA | $25,710.75 | |
| 2 | 2.1 | Parent Engagement Activities | Yes | LEA-wide | English Learners Foster Youth | Specific Schools: The charter | $30,857.80 | |

| Goal | Action # | Action Title | Contributing to Increased or Improved Services? | Scope | Unduplicated Student Group(s) | Location | Planned Expenditures for Contributing Actions (LCFF Funds) | Planned Percentage of Improved Services (%) |
|---|---|---|---|---|---|---|---|---|
| | | | | | Low Income | school/LEA | | |
| 2 | 2.2 | Parent Communication Activities | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | $45,339.07 | |
| 3 | 3.1 | Community Engagement | Yes | LEA-wide | Low Income | Specific Schools: The charter school/LEA | $51,275.83 | |
| 3 | 3.2 | School Culture Activities | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | $135,039.23 | |
| 3 | 3.3 | Supports for Student Attendance and Engagement | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | $45,922.00 | |
| 3 | 3.4 | Supports for Student Behavior and Wellbeing | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | $189,953.79 | |
| 3 | 3.5 | Supports for Graduation | Yes | LEA-wide | | | $45,000.00 | |

# 2025-26 Annual Update Table

| Totals | Last Year's Total Planned Expenditures (Total Funds) | Total Estimated Expenditures (Total Funds) |
|---|---|---|
| **Totals** | $2,381,162.85 | $2,410,613.91 |

| Last Year's Goal # | Last Year's Action # | Prior Action/Service Title | Contributed to Increased or Improved Services? | Last Year's Planned Expenditures (Total Funds) | Estimated Actual Expenditures (Input Total Funds) |
|---|---|---|---|---|---|
| **1** | **1.1** | Academic Assessment and Progress Monitoring | Yes | $86,610.83 | 86965.1 |
| **1** | **1.2** | Academic Supports | Yes | $633,762.30 | 636360.73 |
| **1** | **1.3** | Materials, Curriculum, & Supplies | No | $90,000.00 | 104535 |
| **1** | **1.4** | Professional Development to Promote Academic Excellence | Yes | $109,882.90 | 103333.42 |
| **1** | **1.5** | Safe and Secure Facilities | No | $101,119.75 | 101534.34 |
| **1** | **1.6** | Supports for English Learners | Yes | $137,036.00 | 141597.84 |
| **1** | **1.7** | Additional Supports for Long-term English Learners | Yes | $32,668.66 | 33801.94 |
| **1** | **1.8** | Supports for Students with Disabilities | No | $592,765.67 | 597196.01 |
| **1** | **1.9** | Supports for Homeless and/or Foster Youth | No<br><br>Yes | $19,650.20 | 20730.57 |
| **1** | **1.10** | College & Career Readiness | No | $51,419.07 | 51419.07 |

| Last Year's Goal # | Last Year's Action # | Prior Action/Service Title | Contributed to Increased or Improved Services? | Last Year's Planned Expenditures (Total Funds) | Estimated Actual Expenditures (Input Total Funds) |
|---|---|---|---|---|---|
| 2 | 2.1 | Parent Engagement Activities | Yes | $32,156.34 | 32288.18 |
| 2 | 2.2 | Parent Communication Activities | Yes | $42,339.07 | 47169.53 |
| 3 | 3.1 | Community Engagement | Yes | $50,490.72 | 50597.73 |
| 3 | 3.2 | School Culture Activities | Yes | $135,737.24 | 135923.76 |
| 3 | 3.3 | Supports for Student Attendance and Engagement | Yes | $46,110.52 | 46799.57 |
| 3 | 3.4 | Supports for Student Behavior and Wellbeing | Yes | $172,195.35 | 172701.89 |
| 3 | 3.5 | Supports for Graduation | No<br><br>Yes | $47,218.23 | 47659.23 |

# 2025-26 Contributing Actions Annual Update Table

| 6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount) | 4. Total Planned Contributing Expenditures (LCFF Funds) | 7. Total Estimated Expenditures for Contributing Actions (LCFF Funds) | Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4) | 5. Total Planned Percentage of Improved Services (%) | 8. Total Estimated Percentage of Improved Services (%) | Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8) |
|---|---|---|---|---|---|---|
| 1156952 | $1,377,681.23 | $1,505,929.50 | ($128,248.27) | 0.000% | 0.000% | 0.000% |

| Last Year's Goal # | Last Year's Action # | Prior Action/Service Title | Contributing to Increased or Improved Services? | Last Year's Planned Expenditures for Contributing Actions (LCFF Funds) | Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds) | Planned Percentage of Improved Services | Estimated Actual Percentage of Improved Services (Input Percentage) |
|---|---|---|---|---|---|---|---|
| 1 | 1.1 | Academic Assessment and Progress Monitoring | Yes | $49,242.50 | 86965.1 | | |
| 1 | 1.2 | Academic Supports | Yes | $574,357.50 | 636360.73 | | |
| 1 | 1.4 | Professional Development to Promote Academic Excellence | Yes | $109,882.90 | 113333.42 | | |
| 1 | 1.6 | Supports for English Learners | Yes | $77,632.00 | 81597.85 | | |
| 1 | 1.7 | Additional Supports for Long-term English Learners | Yes | $32,668.66 | 33801.94 | | |
| 1 | 1.9 | Supports for Homeless and/or Foster Youth | Yes | $13,650.20 | 20730.57 | | |
| 2 | 2.1 | Parent Engagement Activities | Yes | $32,156.34 | 32288.18 | | |
| 2 | 2.2 | Parent Communication Activities | Yes | $42,339.07 | 47169.53 | | |
| 3 | 3.1 | Community Engagement | Yes | $50,490.72 | 50597.73 | | |
| 3 | 3.2 | School Culture Activities | Yes | $135,737.24 | 135923.76 | | |
| 3 | 3.3 | Supports for Student Attendance and Engagement | Yes | $46,110.52 | 46799.57 | | |
| 3 | 3.4 | Supports for Student Behavior and Wellbeing | Yes | $172,195.35 | 172701.89 | | |
| 3 | 3.5 | Supports for Graduation | Yes | $41,218.23 | 47659.23 | | |

# 2025-26 LCFF Carryover Table

| 9. Estimated Actual LCFF Base Grant (Input Dollar Amount) | 6. Estimated Actual LCFF Supplemental and/or Concentration Grants | LCFF Carryover — Percentage (Percentage from Prior Year) | 10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %) | 7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds) | 8. Total Estimated Actual Percentage of Improved Services (%) | 11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8) | 12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9) | 13. LCFF Carryover — Percentage (12 divided by 9) |
|---|---|---|---|---|---|---|---|---|
| 3927890 | 1156952 | 0.0 | 29.455% | $1,505,929.50 | 0.000% | 38.339% | $0.00 | 0.000% |

# Local Control and Accountability Plan Instructions

Plan Summary

Engaging Educational Partners

Goals and Actions

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

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

# Introduction and Instructions

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

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

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (California Education Code [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.

- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.

- **Accountability and Compliance:** The LCAP serves an important accountability function because the nature of some LCAP template sections require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:

    - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, including long-term English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).

    - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).

        - **NOTE:** As specified in EC Section 62064(b)(1), the LCAP must provide a description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to EC Section 52052, to be achieved for each of the state priorities. Beginning in 2023–24, EC

Section 52052 identifies long-term English learners as a separate and distinct pupil subgroup with a numerical significance at 15 students.

- Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 52064[b][7]).
- Ensuring that all increases attributable to supplemental and concentration grant calculations, including concentration grant add-on funding and/or LCFF carryover, are reflected in the LCAP (EC sections 52064[b][6], [8], and [11]).

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

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

The revised LCAP template for the 2024–25, 2025–26, and 2026–27 school years reflects statutory changes made through Senate Bill 114 (Committee on Budget and Fiscal Review), Chapter 48, Statutes of 2023 and Senate Bill 153, Chapter 38, Statues of 2024.

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

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

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

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

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

# Plan Summary

## *Purpose*

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

# Requirements and Instructions

### General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA. LEAs may also provide information about their strategic plan, vision, etc.

Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA.

- For example, information about an LEA in terms of geography, enrollment, employment, the number and size of specific schools, recent community challenges, and other such information the LEA may wish to include can enable a reader to more fully understand the LEA's LCAP.
- LEAs may also provide information about their strategic plan, vision, etc.
- As part of this response, identify all schools within the LEA receiving Equity Multiplier funding.

### Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Reflect on the LEA's annual performance on the Dashboard and local data. This may include both successes and challenges identified by the LEA during the development process.

LEAs are encouraged to highlight how they are addressing the identified needs of student groups, and/or schools within the LCAP as part of this response.

As part of this response, the LEA must identify the following, which will remain unchanged during the three-year LCAP cycle:

- Any school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;
- Any student group within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard; and/or
- Any student group within a school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard.

*EC* Section 52064.4 requires that an LEA that has unexpended Learning Recovery Emergency Block Grant (LREBG) funds must include one or more actions funded with LREBG funds within the 2026-27, 2026-27 and 2027-28 LCAPs, as applicable to the LEA. To implement the requirements of *EC* Section 52064.4, all LEAs must do the following:

- For the 2025–26, 2026–27, and 2027–28 LCAP years, identify whether or not the LEA has unexpended LREBG funds for the applicable LCAP year.
    - If the LEA has unexpended LREBG funds the LEA must provide the following:
        - The goal and action number for each action that will be funded, either in whole or in part, with LREBG funds; and
        - An explanation of the rationale for selecting each action funded with LREBG funds. This explanation must include:
            - An explanation of how the action is aligned with the allowable uses of funds identified in *EC* Section 32526(c)(2); and
            - An explanation of how the action is expected to address the area(s) of need of students and schools identified in the needs assessment required by *EC* Section 32526(d).
                - For information related to the allowable uses of funds and the required needs assessment, please see the Program Information tab on the LREBG Program Information web page.
            - Actions may be grouped together for purposes of these explanations.
            - The LEA may provide these explanations as part of the action description rather than as part of the Reflections: Annual Performance.
    - If the LEA does not have unexpended LREBG funds, the LEA is not required to conduct the needs assessment required by *EC* Section 32627(d), to provide the information identified above or to include actions funded with LREBG funds within the 2026-27, 2026-27 and 2027-28 LCAPs.

**Reflections: Technical Assistance**

As applicable, a summary of the work underway as part of technical assistance.

Annually identify the reason(s) the LEA is eligible for or has requested technical assistance consistent with EC sections 47607.3, 52071, 52071.5, 52072, or 52072.5, and provide a summary of the work underway as part of receiving technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance, however this also includes LEAs that have requested technical assistance from their COE.

- If the LEA is not eligible for or receiving technical assistance, the LEA may respond to this prompt as “Not Applicable.”


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**Comprehensive Support and Improvement**

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

### Schools Identified

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

- Identify the schools within the LEA that have been identified for CSI.

### Support for Identified Schools

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

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

### Monitoring and Evaluating Effectiveness

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

- Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

# Engaging Educational Partners

## *Purpose*

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

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

# Requirements

## *Requirements*

**School districts and COEs:** *EC* Section 52060(g) and *EC* Section 52066(g) specify the educational partners that must be consulted when developing the LCAP:

- Teachers,



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- Principals,
- Administrators,
- Other school personnel,
- Local bargaining units of the LEA,
- Parents, and
- Students

A school district or COE receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Before adopting the LCAP, school districts and COEs must share it with the applicable committees, as identified below under Requirements and Instructions. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

**Charter schools:** *EC* Section 47606.5(d) requires that the following educational partners be consulted with when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Parents, and
- Students

A charter school receiving Equity Multiplier funds must also consult with educational partners at the school generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for the school.

The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals. Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the CDE's LCAP webpage.

Before the governing board/body of an LEA considers the adoption of the LCAP, the LEA must meet the following legal requirements:

- For school districts, see *Education Code* Section 52062;
    - **Note:** Charter schools using the LCAP as the School Plan for Student Achievement must meet the requirements of *EC* Section 52062(a).
- For COEs, see *Education Code* Section 52068; and
- For charter schools, see *Education Code* Section 47606.5.


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- **NOTE:** As a reminder, the superintendent of a school district or COE must respond, in writing, to comments received by the applicable committees identified in the *Education Code* sections listed above. This includes the parent advisory committee and may include the English learner parent advisory committee and, as of July 1, 2024, the student advisory committee, as applicable.

## *Instructions*

Respond to the prompts as follows:

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Complete the table as follows:

Educational Partners

Identify the applicable educational partner(s) or group(s) that were engaged in the development of the LCAP.

Process for Engagement

Describe the engagement process used by the LEA to involve the identified educational partner(s) in the development of the LCAP. At a minimum, the LEA must describe how it met its obligation to consult with all statutorily required educational partners, as applicable to the type of LEA.

- A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to engaging its educational partners.

- An LEA receiving Equity Multiplier funds must also include a summary of how it consulted with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Describe any goals, metrics, actions, or budgeted expenditures in the LCAP that were influenced by or developed in response to the educational partner feedback.

- A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.

- An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the adopted LCAP.

- For the purposes of this prompt, this may also include, but is not necessarily limited to:
  - Inclusion of a goal or decision to pursue a Focus Goal (as described below)
  - Inclusion of metrics other than the statutorily required metrics
  - Determination of the target outcome on one or more metrics
  - Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
  - Inclusion of action(s) or a group of actions
  - Elimination of action(s) or group of actions
  - Changes to the level of proposed expenditures for one or more actions
  - Inclusion of action(s) as contributing to increased or improved services for unduplicated students
  - Analysis of effectiveness of the specific actions to achieve the goal
  - Analysis of material differences in expenditures
  - Analysis of changes made to a goal for the ensuing LCAP year based on the annual update process
  - Analysis of challenges or successes in the implementation of actions

# Goals and Actions

## *Purpose*

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

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

## *Requirements and Instructions*

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

is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students, and to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard.

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

- Focus Goal: A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
    - All Equity Multiplier goals must be developed as focus goals. For additional information, see Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding below.
- Broad Goal: A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- Maintenance of Progress Goal: A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

**Requirement to Address the LCFF State Priorities**

At a minimum, the LCAP must address all LCFF priorities and associated metrics articulated in *EC* sections 52060(d) and 52066(d), as applicable to the LEA. The *LCFF State Priorities Summary* provides a summary of *EC* sections 52060(d) and 52066(d) to aid in the development of the LCAP.

Respond to the following prompts, as applicable:

## Focus Goal(s)

### Description

The description provided for a Focus Goal must be specific, measurable, and time bound.

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

### Type of Goal

Identify the type of goal being implemented as a Focus Goal.

### State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

## Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding

Description

LEAs receiving Equity Multiplier funding must include one or more focus goals for each school generating Equity Multiplier funding. In addition to addressing the focus goal requirements described above, LEAs must adhere to the following requirements.

Focus goals for Equity Multiplier schoolsites must address the following:

(A) All student groups that have the lowest performance level on one or more state indicators on the Dashboard, and

(B) Any underlying issues in the credentialing, subject matter preparation, and retention of the school's educators, if applicable.

- Focus Goals for each and every Equity Multiplier schoolsite must identify specific metrics for each identified student group, as applicable.
- An LEA may create a single goal for multiple Equity Multiplier schoolsites if those schoolsites have the same student group(s) performing at the lowest performance level on one or more state indicators on the Dashboard or, experience similar issues in the credentialing, subject matter preparation, and retention of the school's educators.
    - When creating a single goal for multiple Equity Multiplier schoolsites, the goal must identify the student groups and the performance levels on the Dashboard that the Focus Goal is addressing; or,
    - The common issues the schoolsites are experiencing in credentialing, subject matter preparation, and retention of the school's educators, if applicable.

Type of Goal

Identify the type of goal being implemented as an Equity Multiplier Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.
- In addition to this information, the LEA must also identify:
    - The school or schools to which the goal applies

LEAs are encouraged to approach an Equity Multiplier goal from a wholistic standpoint, considering how the goal might maximize student outcomes through the use of LCFF and other funding in addition to Equity Multiplier funds.

- Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the Expanded Learning Opportunities Program (ELO-P), the Literacy Coaches and Reading Specialists (LCRS) Grant Program, and/or the California Community Schools Partnership Program (CCSPP).
- This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

**Note:** *EC* Section 42238.024(b)(1) requires that Equity Multiplier funds be used for the provision of evidence-based services and supports for students. Evidence-based services and supports are based on objective evidence that has informed the design of the service or support and/or guides the modification of those services and supports. Evidence-based supports and strategies are most commonly based on educational research and/or metrics of LEA, school, and/or student performance.

## Broad Goal

Description

Describe what the LEA plans to achieve through the actions included in the goal.

- The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal.

- The goal description organizes the actions and expected outcomes in a cohesive and consistent manner.
- A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Type of Goal

Identify the type of goal being implemented as a Broad Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

## Maintenance of Progress Goal

Description

Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP.

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

Type of Goal

Identify the type of goal being implemented as a Maintenance of Progress Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain how the actions will sustain the progress exemplified by the related metrics.

## Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes.

- LEAs must identify metrics for specific student groups, as appropriate, including expected outcomes that address and reduce disparities in outcomes between student groups.
- The metrics may be quantitative or qualitative; but at minimum, an LEA's LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year, as applicable to the type of LEA.
- To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant local indicator self-reflection tools within the Dashboard.
- **Required metrics for LEA-wide actions:** For each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
    - These required metrics may be identified within the action description or the first prompt in the increased or improved services section, however the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.
- **Required metrics for Equity Multiplier goals**: For each Equity Multiplier goal, the LEA must identify:
    - The specific metrics for each identified student group at each specific schoolsite, as applicable, to measure the progress toward the goal, and/or
    - The specific metrics used to measure progress in meeting the goal related to credentialing, subject matter preparation, or educator retention at each specific schoolsite.
- **Required metrics for actions supported by LREBG funds**: To implement the requirements of *EC* Section 52064.4, LEAs with unexpended LREBG funds must include at least one metric to monitor the impact of each action funded with LREBG funds included in the goal.
    - The metrics being used to monitor the impact of each action funded with LREBG funds are not required to be new metrics; they may be metrics that are already being used to measure progress towards goals and actions included in the LCAP.

Complete the table as follows:

Metric #

- Enter the metric number.

Metric

- Identify the standard of measure being used to determine progress towards the goal and/or to measure the effectiveness of one or more actions associated with the goal.

## Baseline

- Enter the baseline when completing the LCAP for 2024–25.
    - Use the most recent data associated with the metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2023 Dashboard for the baseline of a metric only if that data represents the most recent available data (e.g., high school graduation rate).
    - Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS.
    - Indicate the school year to which the baseline data applies.
    - The baseline data must remain unchanged throughout the three-year LCAP.
        - This requirement is not intended to prevent LEAs from revising the baseline data if it is necessary to do so. For example, if an LEA identifies that its data collection practices for a particular metric are leading to inaccurate data and revises its practice to obtain accurate data, it would also be appropriate for the LEA to revise the baseline data to align with the more accurate data process and report its results using the accurate data.
        - If an LEA chooses to revise its baseline data, then, at a minimum, it must clearly identify the change as part of its response to the description of changes prompt in the Goal Analysis for the goal. LEAs are also strongly encouraged to involve their educational partners in the decision of whether or not to revise a baseline and to communicate the proposed change to their educational partners.
    - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a new baseline each year, as applicable.

## Year 1 Outcome

- When completing the LCAP for 2025–26, enter the most recent data available. Indicate the school year to which the data applies.
    - Note for Charter Schools: Charter schools developing a one-year LCAP may provide the Year 1 Outcome when completing the LCAP for both 2025–26 and 2026–27 or may provide the Year 1 Outcome for 2025–26 and provide the Year 2 Outcome for 2026–27.

## Year 2 Outcome

- When completing the LCAP for 2026–27, enter the most recent data available. Indicate the school year to which the data applies.

- Note for Charter Schools: Charter schools developing a one-year LCAP may identify the Year 2 Outcome as not applicable when completing the LCAP for 2026–27 or may provide the Year 2 Outcome for 2026–27.

### Target for Year 3 Outcome

- When completing the first year of the LCAP, enter the target outcome for the relevant metric the LEA expects to achieve by the end of the three-year LCAP cycle.
    - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a Target for Year 1 or Target for Year 2, as applicable.

### Current Difference from Baseline

- When completing the LCAP for 2025–26 and 2026–27, enter the current difference between the baseline and the yearly outcome, as applicable.
    - Note for Charter Schools: Charter schools developing a one- or two-year LCAP will identify the current difference between the baseline and the yearly outcome for Year 1 and/or the current difference between the baseline and the yearly outcome for Year 2, as applicable.

Timeline for school districts and COEs for completing the "**Measuring and Reporting Results**" part of the Goal.

| Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|---|---|---|---|---|---|
| Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric. | Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric. | Enter information in this box when completing the LCAP for **2025–26**. Leave blank until then. | Enter information in this box when completing the LCAP for **2026–27**. Leave blank until then. | Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric. | Enter information in this box when completing the LCAP for **2025–26** and **2026–27**. Leave blank until then. |

## Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective towards achieving the goal. "Effective" means the degree to which the planned actions were successful in producing the target result. Respond to the prompts as instructed.

**Note:** When completing the 2024–25 LCAP, use the 2023–24 Local Control and Accountability Plan Annual Update template to complete the Goal Analysis and identify the Goal Analysis prompts in the 2024–25 LCAP as "Not Applicable."

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

- Describe the overall implementation of the actions to achieve the articulated goal, including relevant challenges and successes experienced with implementation.
    - Include a discussion of relevant challenges and successes experienced with the implementation process.
    - This discussion must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

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

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

- Describe the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal. “Effectiveness” means the degree to which the actions were successful in producing the target result and “ineffectiveness” means that the actions did not produce any significant or targeted result.
    - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
    - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
    - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

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

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
    - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:

- The reasons for the ineffectiveness, and
- How changes to the action will result in a new or strengthened approach.

## Actions:

Complete the table as follows. Add additional rows as necessary.

Action #

- Enter the action number.

Title

- Provide a short title for the action. This title will also appear in the action tables.

Description

- Provide a brief description of the action.
    - For actions that contribute to meeting the increased or improved services requirement, the LEA may include an explanation of how each action is principally directed towards and effective in meeting the LEA's goals for unduplicated students, as described in the instructions for the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.
    - As previously noted, for each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
    - These required metrics may be identified within the action description or the first prompt in the increased or improved services section; however, the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

Total Funds

- Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the action tables.

Contributing

- Indicate whether the action contributes to meeting the increased or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No.
    - **Note:** for each such contributing action, the LEA will need to provide additional information in the Increased or Improved Services section to address the requirements in *California Code of Regulations*, Title 5 [5 *CCR*] Section 15496 in the Increased or Improved Services section of the LCAP.

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

## Required Actions

### For English Learners and Long-Term English Learners

- LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:
    - Language acquisition programs, as defined in *EC* Section 306, provided to students, and
    - Professional development for teachers.
    - If an LEA has both 30 or more English learners and 15 or more long-term English learners, the LEA must include actions for both English learners and long-term English learners.

### For Technical Assistance

- LEAs eligible for technical assistance pursuant to *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, must include specific actions within the LCAP related to its implementation of the work underway as part of technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance.

### For Lowest Performing Dashboard Indicators

- LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions within the LCAP:
    - The specific action(s) must be directed towards the identified student group(s) and/or school(s) and must address the identified state indicator(s) for which the student group or school received the lowest performance level on the 2023 Dashboard. Each student group and/or school that receives the lowest performance level on the 2023 Dashboard must be addressed by one or more actions.
    - These required actions will be effective for the three-year LCAP cycle.

### For LEAs With Unexpended LREBG Funds

- To implement the requirements of *EC* Section 52064.4, LEAs with unexpended LREBG funds must include one or more actions supported with LREBG funds within the 2025–26, 2026–27, and 2027–28 LCAPs, as applicable to the LEA. Actions funded with LREBG funds must remain in the LCAP until the LEA has expended the remainder of its LREBG funds, after which time the actions may be removed from the LCAP.
    - Prior to identifying the actions included in the LCAP the LEA is required to conduct a needs assessment pursuant to *EC* Section 32526(d). For information related to the required needs assessment please see the Program Information tab on the LREBG


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Program Information web page. Additional information about the needs assessment and evidence-based resources for the LREBG may be found on the California Statewide System of Support LREBG Resources web page. The required LREBG needs assessment may be part of the LEAs regular needs assessment for the LCAP if it meets the requirements of *EC* Section 32627(d).

- School districts receiving technical assistance and COEs providing technical assistance are encouraged to use the technical assistance process to support the school district in conducting the required needs assessment, the selection of actions funded by the LREBG and/or the evaluation of implementation of the actions required as part of the LCAP annual update process.
- As a reminder, LREBG funds must be used to implement one or more of the purposes articulated in *EC* Section 32526(c)(2).
- LEAs with unexpended LREBG funds must include one or more actions supported by LREBG funds within the LCAP. For each action supported by LREBG funding the action description must:
  - Identify the action as an LREBG action;
  - Include an explanation of how research supports the selected action;
  - Identify the metric(s) being used to monitor the impact of the action; and
  - Identify the amount of LREBG funds being used to support the action.

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

## *Purpose*

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students as defined in *EC* Section 42238.02 in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

Please Note: For the purpose of meeting the Increased or Improved Services requirement and consistent with *EC* Section 42238.02, long-term English learners are included in the English learner student group.

### Statutory Requirements

An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the increase in funding it receives based on the number and concentration of unduplicated students in the LEA (*EC* Section 42238.07[a][1], *EC*

Section 52064[b][8][B]; 5 *CCR* Section 15496[a]). This proportionality percentage is also known as the "minimum proportionality percentage" or "MPP." The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the identification of a Planned Percentage of Improved Services as documented in the Contributing Actions Table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are identified in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided across the entire LEA (LEA-wide action), provided to an entire school (Schoolwide action), or solely provided to one or more unduplicated student group(s) (Limited action).

Therefore, for *any* action contributing to meet the increased or improved services requirement, the LEA must include an explanation of:

- How the action is increasing or improving services for the unduplicated student group(s) (Identified Needs and Action Design), and
- How the action meets the LEA's goals for its unduplicated pupils in the state and any local priority areas (Measurement of Effectiveness).

### LEA-wide and Schoolwide Actions

In addition to the above required explanations, LEAs must provide a justification for why an LEA-wide or Schoolwide action is being provided to all students and how the action is intended to improve outcomes for unduplicated student group(s) as compared to all students.

- Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.

- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

### For School Districts Only

Actions provided on an **LEA-wide** basis at **school districts with an unduplicated pupil percentage of less than 55 percent** must also include a description of how the actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions provided on a **Schoolwide** basis for **schools with less than 40 percent enrollment of unduplicated pupils** must also include a description of how these actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

## *Requirements and Instructions*

Complete the tables as follows:

Total Projected LCFF Supplemental and/or Concentration Grants

- Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of foster youth, English learner, and low-income students. This amount includes the Additional 15 percent LCFF Concentration Grant.

Projected Additional 15 percent LCFF Concentration Grant

- Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year

- Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

LCFF Carryover — Percentage

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

LCFF Carryover — Dollar

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

Total Percentage to Increase or Improve Services for the Coming School Year

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

***Required Descriptions:***

**LEA-wide and Schoolwide Actions**

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

If the LEA has provided this required description in the Action Descriptions, state as such within the table.

Complete the table as follows:

**Identified Need(s)**

Provide an explanation of the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed.

An LEA demonstrates how an action is principally directed towards an unduplicated student group(s) when the LEA explains the need(s), condition(s), or circumstance(s) of the unduplicated student group(s) identified through a needs assessment and how the action addresses them. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

### How the Action(s) are Designed to Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis

Provide an explanation of how the action as designed will address the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis.

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

### Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

**Note for COEs and Charter Schools**: In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

### Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

If the LEA has provided the required descriptions in the Action Descriptions, state as such.

Complete the table as follows:

### Identified Need(s)

Provide an explanation of the unique need(s) of the unduplicated student group(s) being served identified through the LEA's needs assessment. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

### How the Action(s) are Designed to Address Need(s)

Provide an explanation of how the action is designed to address the unique identified need(s) of the unduplicated student group(s) being served.

## Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

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

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.

- When identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

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

## Additional Concentration Grant Funding

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

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

Provide the following descriptions, as applicable to the LEA:

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

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

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

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

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.

    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.

    - The staff-to-student ratio must be based on the number of full-time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.

- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.

    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.

    - The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

# Action Tables

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

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

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

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2024–25 LCAP, 2024–25 will be the coming LCAP Year and 2023–24 will be the current LCAP Year.

## *Total Planned Expenditures Table*

In the Total Planned Expenditures Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year**: Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant**: Provide the total amount estimated LCFF entitlement for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 *CCR* Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs.

  See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.
- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 *CCR* Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover —

Percentage. ***This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.***

- **Goal #**: Enter the LCAP Goal number for the action.
- **Action #**: Enter the action's number as indicated in the LCAP Goal.
- **Action Title**: Provide a title of the action.
- **Student Group(s)**: Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services requirement; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services requirement.
- If "Yes" is entered into the Contributing column, then complete the following columns:
    - **Scope**: The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
    - **Unduplicated Student Group(s)**: Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
    - **Location**: Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span**: Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- **Total Personnel**: Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel**: This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.


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- **LCFF Funds**: Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
    - **Note:** For an action to contribute towards meeting the increased or improved services requirement, it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds**: Enter the total amount of Other State Funds utilized to implement this action, if any.
    - **Note:** Equity Multiplier funds must be included in the "Other State Funds" category, not in the "LCFF Funds" category. As a reminder, Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the ELO-P, the LCRS, and/or the CCSPP. This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LEA's LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.
- **Local Funds**: Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds**: Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds**: This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services**: For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
    - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

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

## *Contributing Actions Table*

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

## *Annual Update Table*

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

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

## *Contributing Actions Annual Update Table*

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

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

## *LCFF Carryover Table*

- **9. Estimated Actual LCFF Base Grant**: Provide the total amount of estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program,

the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 *CCR* Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs. See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 *CCR* Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

## *Calculations in the Action Tables*

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

### Contributing Actions Table

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

### Contributing Actions Annual Update Table

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

- **6. Estimated Actual LCFF Supplemental and Concentration Grants**

- This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on the number and concentration of unduplicated students in the current school year.

- **4. Total Planned Contributing Expenditures (LCFF Funds)**
  - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds).
- **7. Total Estimated Actual Expenditures for Contributing Actions**
  - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds).
- **Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)**
  - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4).
- **5. Total Planned Percentage of Improved Services (%)**
  - This amount is the total of the Planned Percentage of Improved Services column.
- **8. Total Estimated Actual Percentage of Improved Services (%)**
  - This amount is the total of the Estimated Actual Percentage of Improved Services column.
- **Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)**
  - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8).

## LCFF Carryover Table

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

- If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

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

- **13. LCFF Carryover — Percentage (12 divided by 9)**

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

California Department of Education
November 2024


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# Coversheet

## Review and Consideration of Adoption of Local Control Accountability Plan (LCAP) - Richmond Charter Academy

**Section:** V. Business II
**Item:** N. Review and Consideration of Adoption of Local Control Accountability Plan (LCAP) - Richmond Charter Academy
**Purpose:** Vote
**Submitted by:**
**Related Material:** 2026-27_RCA_LCAP_Board_2026.06.11.pdf

BACKGROUND:

The Local Control and Accountability Plan (LCAP) is a three-year planning document required by the State of California that outlines the school's goals, actions, services, and expenditures designed to improve student outcomes and address state and local priorities. The LCAP is updated annually and developed through a process that includes stakeholder engagement with families, students, staff, and community members.

The 2026–2027 LCAP reflects stakeholder input, analysis of student performance data, and alignment with the school's mission, strategic priorities, and budget.

RECOMMENDATION:

Staff recommends that the Board of Directors review and approve the 2026–2027 Local Control and Accountability Plan (LCAP) as presented.

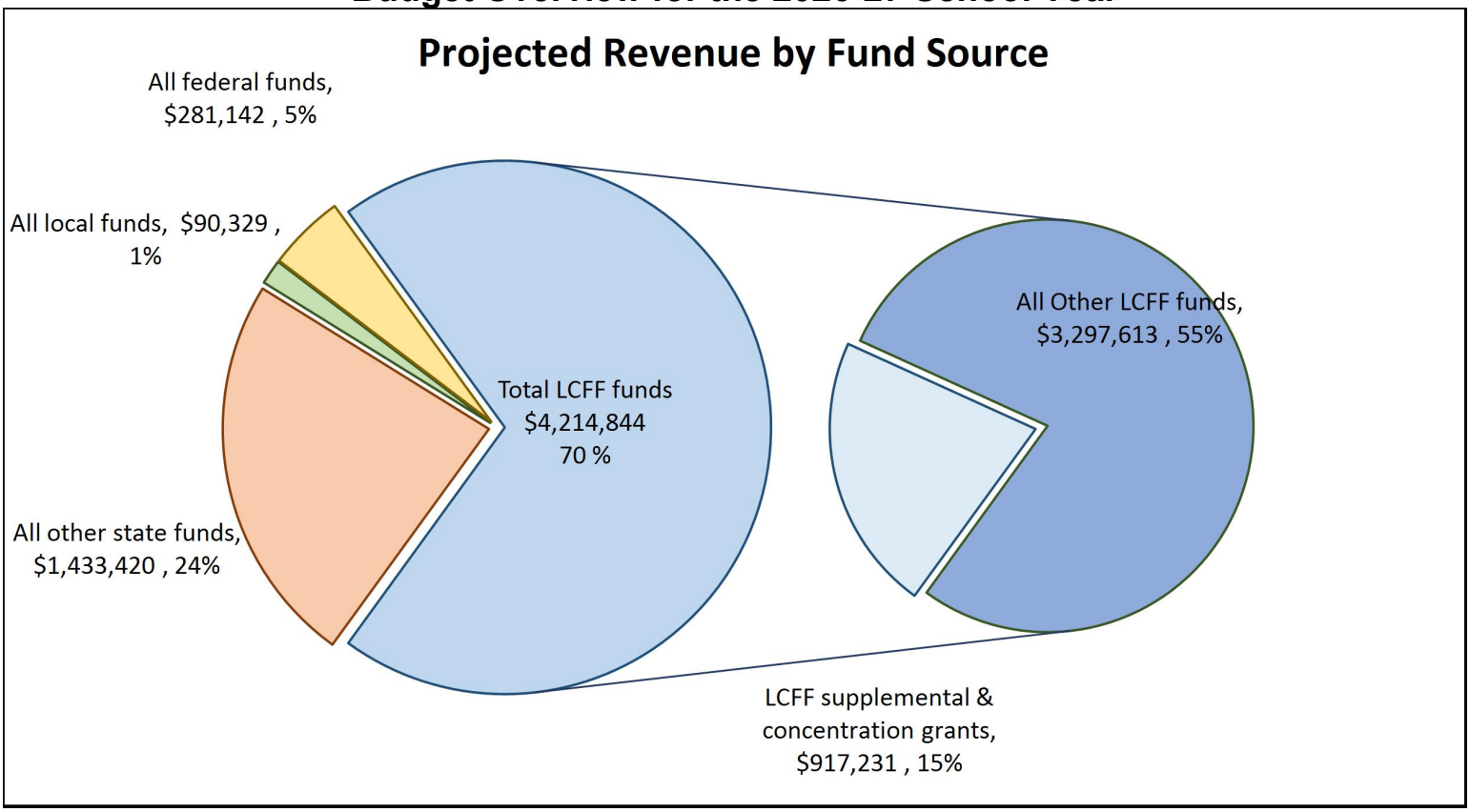
# LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Richmond Charter Academy
CDS Code: 07617960126805
School Year: 2026-27
LEA contact information:
Jasmine Landers
Site Director

(510) 235-2465

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

## Budget Overview for the 2026-27 School Year

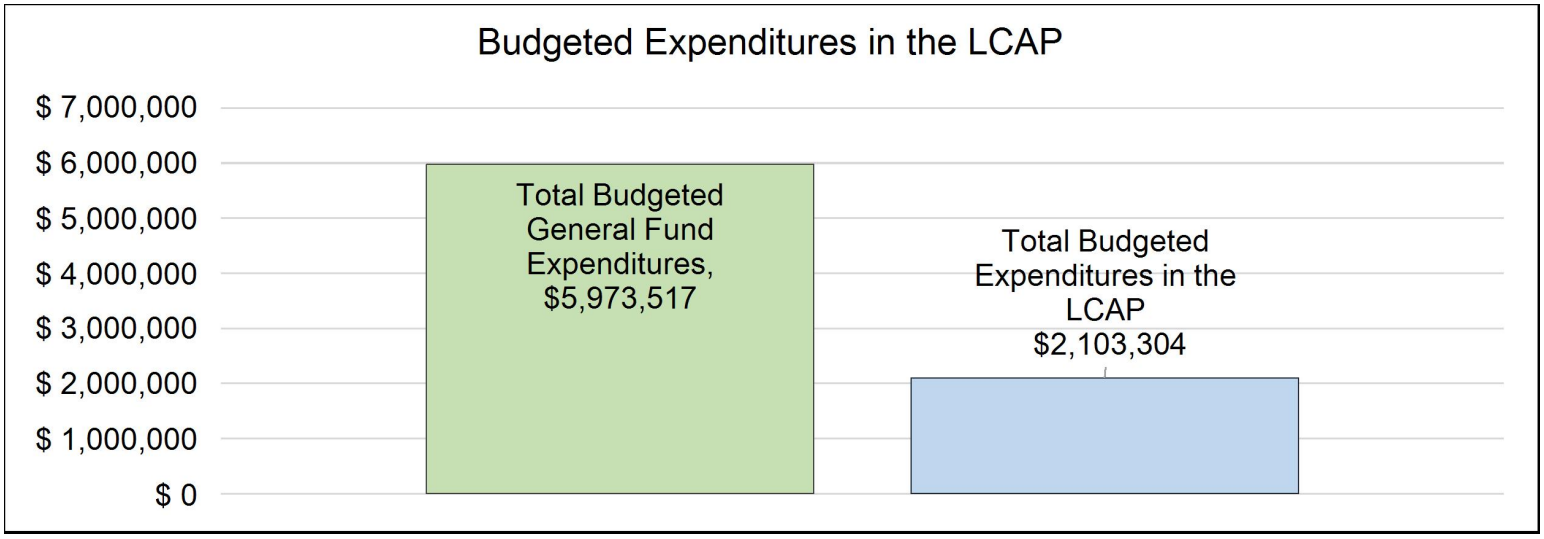



This chart shows the total general purpose revenue Richmond Charter Academy expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Richmond Charter Academy is $6,019,735, of which $4214844 is Local Control Funding Formula (LCFF), $1433420 is other state funds, $90329 is local funds, and $281142 is federal funds. Of the $4214844 in LCFF Funds, $917231 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

# LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.




This chart provides a quick summary of how much Richmond Charter Academy plans to spend for 2026-27. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Richmond Charter Academy plans to spend $5973517 for the 2026-27 school year. Of that amount, $2103303.94 is tied to actions/services in the LCAP and $3,870,213.06 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

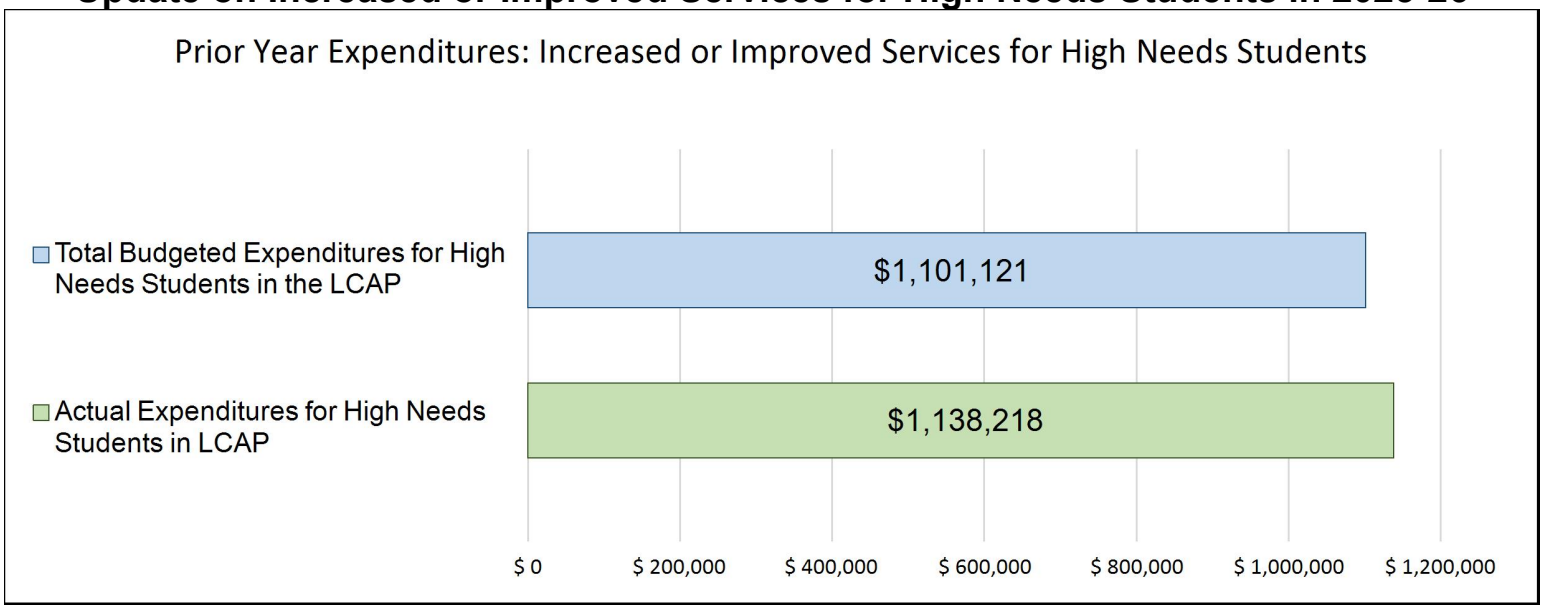
Expenditures reflected in the budget but not explicitly detailed in the LCAP represent other educational, operational and administrative costs necessary to support the overall functioning of the school.

## Increased or Improved Services for High Needs Students in the LCAP for the 2026-27 School Year

In 2026-27, Richmond Charter Academy is projecting it will receive $917231 based on the enrollment of foster youth, English learner, and low-income students. Richmond Charter Academy must describe how it intends to increase or improve services for high needs students in the LCAP.  Richmond Charter Academy plans to spend $1237083.13 towards meeting this requirement, as described in the LCAP.

# LCFF Budget Overview for Parents

## Update on Increased or Improved Services for High Needs Students in 2025-26




This chart compares what Richmond Charter Academy budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Richmond Charter Academy estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2025-26, Richmond Charter Academy's LCAP budgeted $1101121.22 for planned actions to increase or improve services for high needs students. Richmond Charter Academy actually spent $1138218.3 for actions to increase or improve services for high needs students in 2025-26.

# Local Control and Accountability Plan

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

| Local Educational Agency (LEA) Name | Contact Name and Title | Email and Phone |
|---|---|---|
| Richmond Charter Academy | Jasmine Landers<br>Site Director | jwilliams@amethodschools.org<br>(510) 235-2465 |

# Plan Summary [2026-27]

## General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA. LEAs may also provide information about their strategic plan, vision, etc.

At Richmond Charter Academy (RCA), we are committed to our students' academic success and developing a strong community of learners. RCA is one of six schools under the Amethod Public Schools (AMPS) charter management organization. AMPS is a 501 (c)(3) nonprofit organization that was founded in Oakland with the intent to create charter schools that reduce the academic achievement disparity that exists among the different student subgroups. The organization’s flagship school, Oakland Charter Academy, founded in 1993, is the oldest charter school in the City of Oakland, and the 14th school chartered in the state of California. For thirty years, AMPS has been serving thousands of Bay Area families through a small-scale school model focused on equipping students with the skills of diligence and personal responsibility. AMPS demonstrates through strong academic results that any child can be successful if they receive a high-quality, personalized education. RCA was established in 2012, and is located within the boundaries of West Contra Costa Unified School District (WCCUSD). In its first year of operation, RCA achieved an 812 API, making it the highest performing middle school in the history of WCCUSD, since the inception of the API and Public Schools Accountability Act of 1998. Richmond Charter Academy's mission is to advance students' motivation and belief in academic achievement while in pursuit of a thriving future.

RCA currently serves 324 students in grades 6-8. We believe that every child deserves a world-class education. RCA is open to all students who wish to attend, but seeks to serve families that have an income below the federal poverty line. RCA families take pride in their communities and strive to improve those around them. Education is a top priority for our families as many of our scholars are first generation high school graduates. In the 2022-23 school year, RCA served 84.3% socioeconomically disadvantaged students, 34.3% English learners, and 9.6% students with disabilities. Almost all students identify as students of color, including 92.0% that identify as Hispanic/Latino, and 4.0% as African-American/Black.

At RCA, we believe all students can succeed in a rigorous college-prep environment when provided with effective educators, personalized attention, and a disciplined commitment to academics. We believe in fostering a culture of hard work and preparing our students in a manner that will help them excel in life and attend the college of their dreams. RCA's academic schedule contains built in time for differentiated support and social and emotional development. We provide access to mental health services, mindfulness, and social support systems for faculty, students and families. We also offer students a wide range of extended learning opportunities. RCA is a proud partner of The John Hopkins University Center for Talented Youth that gives students the opportunity to participate in college-level summer programs and online courses. Additionally, through our ASES program students have daily access to activities including homework help, tutoring, music, art, chess, basketball and self-defense.

Families are an integral part of our school and throughout the year we invite them to events including school game nights, book fairs, food drives, festivals, sports events, student conferences, volunteer days and more. Parent University Nights, Coffee Chats are conducted to ensure students and families receive the information and support necessary to support being successful. After each quarter, homeroom teachers conference with families about their students' grades and how they can continue to grow in the classroom. Families and students receive yard signs, medals, and awards that remind them of their potential and amazing capabilities.

# Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Richmond Charter Academy (RCA) implemented a series of targeted academic and instructional initiatives focused on accelerating learning and improving outcomes for all students. The school returned to foundational instructional practices, including intentional lesson planning, the development of strong exemplars, use of exit tickets, and weekly data-analysis meetings to monitor student progress and drive instructional decisions. Additionally, teachers and staff participated in ongoing professional development focused on content knowledge, classroom management, differentiated instruction, and the implementation of consistent schoolwide systems and structures. As a result of these efforts, RCA has seen positive trends in internal assessment data, including growth in reading and mathematics achievement through NWEA and i-Ready benchmark assessments.

The most recent California Dashboard data reflects both areas of growth and areas requiring continued focus. RCA met several key goals related to school climate, student engagement, and facilities, while continuing to strengthen systems that support student wellness and belonging. The school attributes these successes to actions outlined in the LCAP, including creating a safe and healthy learning environment, implementing weekly social-emotional learning (SEL) lessons, expanding access to wellness counseling and mental health supports, and increasing parent communication and involvement. RCA also continued strengthening restorative practices and schoolwide behavior systems to support positive student behavior and reduce exclusionary discipline practices. While the school continues to address challenges related to chronic absenteeism and suspension rates, current-year data trends show improvement as interventions and supports have become more consistent and targeted.

The California School Dashboard identified several student groups requiring additional support, including students with disabilities and English learners. In response, RCA conducted a comprehensive analysis of student data and implemented targeted interventions to address the needs of each subgroup.

For students with disabilities, RCA strengthened attendance intervention plans and increased collaboration among families, teachers, support staff, and service providers to address barriers to attendance and engagement. The school expanded differentiated instruction, small-group learning opportunities, accommodations, and individualized behavioral and academic supports to ensure students could access grade-level curriculum in supportive classroom environments. These efforts, combined with restorative practices and proactive counseling supports, have contributed to a reduction in suspension rates during the current school year.

To support English learners, RCA expanded language-development supports through designated and integrated English Language Development (ELD) instruction, culturally responsive teaching practices, and increased collaboration between teachers and families. Staff focused on creating inclusive classroom environments where students feel valued, represented, and supported academically and socially. Additionally, the school implemented proactive behavioral interventions and restorative approaches to address behavioral concerns before they escalate, while building stronger relationships and a greater sense of belonging among students.

RCA also continues to support all students through culturally relevant curriculum materials, bilingual supports, and instructional practices that connect learning to students' lived experiences and backgrounds. The school emphasizes student engagement, confidence-building, collaboration, and family partnerships to strengthen academic achievement in both English language arts and mathematics.

RCA prioritized personalized instruction, targeted small-group interventions, tutoring supports, and expanded after-school learning opportunities. These programs provide additional academic assistance and enrichment while also increasing student engagement and motivation. The school continues to monitor data closely to ensure interventions are aligned to student needs and to measure progress toward improved academic outcomes, attendance, and school climate indicators.

Although RCA continues to face challenges in some Dashboard indicators, the school remains committed to continuous improvement and equitable outcomes for all students. Through ongoing instructional coaching, targeted intervention systems, family partnerships, and expanded social-emotional supports, RCA is building stronger systems that promote academic growth, positive school culture, and long-term student success.

# Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

# Comprehensive Support and Improvement

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

### *Schools Identified*

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

Not applicable; the LEA is not eligible for CSI.

### *Support for Identified Schools*

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

Not applicable; the LEA is not eligible for CSI.

### *Monitoring and Evaluating Effectiveness*

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

Not applicable; the LEA is not eligible for CSI.

# Engaging Educational Partners

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

| Educational Partner(s) | Process for Engagement |
|---|---|
| All educational partners including teachers, staff, parents, students, community members, and the Board | Throughout the year during regular meetings of the Board, all stakeholders are invited to participate in meetings discussing the school's academic progress, ongoing programs and activities, and budget updates. All these discussions are used to inform the development and updates within the LCAP.<br><br>In February 2026, school site leaders presented a mid-year update on all LCAP goals, available metric outcomes data, actions implementation data, and expenditures data for the current school year. Members of the school community, and community at large, were invited to hear the presentation and provide input via public comment. |
| Teachers, administrators, and other school personnel | In spring 2026, the school consulted with teachers and staff during a Family, Student, and Teacher meeting (which functions as the School Site Council) to collect input<br>Every Friday we host staff meetings that focus on professional development and housekeeping topics. Data progress is covered during PLC (Professional Learning Community) meetings every Tuesday. We use these methods to engage school staff across all levels. |
| Parents, including parents of English learners, other unduplicated pupils, and students with disabilities | In spring 2026, the school consulted with parents during a Family, Student, and Teacher meeting (which functions as the School Site Council) to collect input. |

| Educational Partner(s) | Process for Engagement |
|---|---|
| | Family, Student, and Teacher (FST) meetings take place Quarterly Parents are invited to attend and share any questions, comments or concerns they may have. We utilize newsletters and monthly parent meetings (Coffee with the Principal and FST).<br><br>Consistent communication about school plans and programs are sent via ParentSquare and annual surveys are given towards the end of the year. We use these methods to engage parents of all students. |
| Students | In spring 2026, the school consulted with students during a Family, Student, and Teacher meeting (which functions as the School Site Council) to collect input<br>RCA holds assemblies quarterly to celebrate honor roll students (those who've earned A's and B's on their report cards) as well as Student of the Month and perfect attendance. We also have bi-weekly club days as a PBIS incentive for good behavior. We use these methods to engage our student body. |
| SELPA | In spring 2026, the school share the LCAP with our SELPA to collect feedback For details on our program and supports for students with disabilities. |

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

This LCAP was developed in collaboration with our entire school community and was influenced in numerous ways, from the development of our three goals to the actions and expenditures dedicated to achieving each goal. More specifically, the actions in the LCAP were influenced based upon the below specific feedback from educational partners:
Teachers have expressed the desire to receive professional development for the proper process of instruction when teaching iReady Math lessons. Another request has been made for a Professional Development in the area of Classroom Management. The administration team provided the aforementioned requests and plans to increase consultant services and expenditures to offer more development opportunities next year.
Families provided feedback on issues ranging from academics to behavior. iReady was implemented to aid in filling in any academic gaps students had. We've established a PBIS system as positive reinforcement to good behavior. More teachers were requested and we hired or brought in long-term substitutes for classroom vacancies. All of this feedback from our teachers, staff, and parents was incorporated into Actions 1.4, 3.2, and 3.4.
Sports have been an expressed interest of students. We do have teachers who are willing to help with sports; the plan is to collaborate with the Internal Compliance office to properly implement future sporting programs. Students have also expressed interest in more fun activities at

school. Admin have implemented club day once a month. Field trips have also been brought up and every grade level coordinator has taken the task to plan field trips for their grade band, prior to the end of the year. This feedback was incorporated into Actions 3.1 and 3.2. Finally, the administration team desires to hire a CTE teacher to create an engaging environment for students, thus advancing the school towards becoming a STEM school. The plan is to purchase STEM equipment to include virtual reality, green screen, digital printing, Kinetic Sand Box, (augmented virtual reality), and other items including SEL digital technology with classroom lessons aligned with standards. We plan to have a big end-of-year carnival, as well as simple events to foster parent/student relationships like muffins with moms, donuts with dad, and others activities described in Action 3.2.

# Goals and Actions

## Goal

| Goal # | Description | Type of Goal |
|---|---|---|
| 1 | Provide an academically rigorous, Common Core-aligned college preparatory program with support and interventions for students' academic development. | Broad Goal |

State Priorities addressed by this goal.

Priority 1: Basic (Conditions of Learning)
Priority 2: State Standards (Conditions of Learning)
Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 7: Course Access (Conditions of Learning)
Priority 8: Other Pupil Outcomes (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

Our school's mission is to provide a rigorous college preparatory education and character development program that will prepa re students from underserved communities to succeed in college and beyond. We believe all students can learn and achieve at high levels and adopt a data-driven culture to turn the focus from "what was taught" to "what was learned." Student achievement and progress monitoring are both at the core of this principle, which is why our first goal encompasses so many metrics in order to better understand overall student outcomes. Secondly, we know that breakthrough achievement happens in schools where every student is purposefully engaged in standards-aligned content, every day. Therefore, teaching at our school is purposeful, engaging, and differentiated for all learners. Professional development for our instructional team is focused on standards-based instruction as well as classroom management, student engagement, and multi¬tiered systems of targeted support for learners.

Goal 1 of our LCAP is a broad goal directed at promoting student achievement and postsecondary success in alignment with our school's mission and key state priorities. The priorities being addressed under this goal include provision of basic services, implementation of state academic standards, pupil achievement, access to a broad course of study, and outcomes in a broad course of study. It was developed in collaboration with our educational partners to ensure that the school is focused on students' academic preparedness. We will achieve this goal by implementing a rigorous academic program that is bolstered by high-quality professional development for teachers and differentiated supports for students. The metrics and actions outlined below ensure that we are providing a strong academic program with an emphasis on college preparation, in addition to the state priorities.

# Measuring and Reporting Results

| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|---|---|---|---|---|---|---|
| 1.1 | Teachers are fully (preliminary or clear) credentialed for subject and student placement (properly assigned). (SP 1.1)<br><br>Source: Internal credential tracking | 11.1%<br>From the 2023-24 school year. | 21.4% | 33.3% | 100% appropriately credentialed and assigned, and/or permitted on their way to the appropriate credential | Will be completed in 2025. |
| 1.2 | Students have access to standards-aligned instructional materials. (SP 1.2)<br>Source: SARC - Quality, Currency, Availability of Textbooks and Other Instructional Materials. | 100.0%<br>From the 2023-24 school year. | 100% | 100% | 100% of students have access to standards-aligned instructional materials | Target Achieved |
| 1.3 | School facilities are in good repair as measured by overall facilities survey. (SP 1.3)<br>Source: SARC Facilities - "Overall Facilities Rating" | Exemplary | Good | Good | School facilities are in good or exemplar repair | Target Achieved |
| 1.4 | Teachers participate in a 5- Day Annual Summit where one day is spent learning how to utilize curriculum and other academic content aligned to state performance standards. (SP 2.1) | Summit was offered<br>From the 2023-24 school year. | Summit was offered | Summit was offered | The Annual Summit is Offered | Target Achieved |

| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|---|---|---|---|---|---|---|
| | Source: Internally tracked | | | | | |
| 1.5 | English learners have access to English Language Development courses that are based on state standards. (SP 2.2)<br>Source: PowerSchool | 100.0%<br>From the 2023-24 school year. | 100% | 100% | 100% of EL students are enrolled in ELD courses. | Target Achieved |
| 1.6 | Increase percentage of students scoring Proficient or above on SBAC ELA or meet the overall state average for baseline year. (SP 4.1)<br>Source: CAASPP reporting website | All: 19.1%<br>SED: 17.9% Hispanic: 18.4%<br>EL: 1.8%<br>SWD: 0.0% | All: 53.6%<br>SED: 50.7%<br>Hispanic: 52.1%<br>EL: 26.3%<br>SWD: 13.6% | All: 46.3%<br>SED: 43.0%<br>Hispanic: 45.5%<br>EL: 18.3%<br>SWD: 3.5% | Each student subgroup will grow at least 3 percentage points annually or meet the 2022-2023 overall state average, 46.66%. | All: 27.2%<br>SED: 25.1%<br>Hispanic: 27.1%<br>EL: 16.5%<br>SWD: 3.5% |
| 1.7 | Increase percentage of students scoring Proficient or above on SBAC Math or meet the overall state average for baseline year. (SP 4.1)<br>Source: CAASPP reporting website | All: 9.1%<br>SED: 8.2%<br>Hispanic: 7.9%<br>EL: 2.7%<br>SWD: 3.2% | All: 19.4%<br>SED: 15.8%<br>Hispanic: 18.0%<br>EL: 5.1%<br>SWD: 4.6% | All: 18.2%<br>SED: 13.5%<br>Hispanic: 16.9%<br>EL: 2.9%<br>SWD: 3.5% | Each student subgroup will grow at least 3 percentage points annually or meet the 2022-2023 overall state average, 34.62% | All: 9.2%<br>SED: 5.3%<br>Hispanic: 9.0%<br>EL: 0.2%<br>SWD: 0.3% |
| 1.8 | Increase percentage of students scoring Proficient and above on CAST assessment or meet the overall state | ALL: 11.3%<br>SED: 12.4% Hispanic: 9.2%<br>EL: 3.1% | All: 6.5%<br>SED: 6.9%<br>Hispanic: 6.9%<br>EL: 0% | All: 13.8%<br>SED: 8.6%<br>Hispanic: 11.4%<br>EL: 0.0% | Each student subgroup will grow at least 3 percentage points annually or meet the 2022-2023 | All: 2.5%<br>SED: -3.8%<br>Hispanic: 2.2%<br>EL: -3.1% |

| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|---|---|---|---|---|---|---|
| | average for baseline year (SP 4.1)<br>Source: CAASPP Reporting Website | | | | overall state average, 30.18%. | |
| 1.9 | Increase percent of EL students growing at least one ELPI level/maintaining the highest ELPI level or meet the state average for baseline year. (SP 4.5)<br>Source: CA Dashboard | All: 42.5%<br>EL: 42.5% | All: 73.7%<br>EL: 73.7% | All: 50.5%<br>EL: 50.5% | English learners will grow at least 2 percentage points annually or meet the 2022-2023 state average, 48.7%. | All: 8.0%<br>EL: 8.0% |
| 1.10 | Increase percent of EL students who reclassify as Fully English Proficient (RFEP rate) or meet the state average for baseline year (SP 4.6)<br>Source: CALPADS 2.16 and 8.1 (EOY) | 5.9% | 22.9% | 12.8% | English learners will grow at least 2 percentage points annually or meet the 2019-2020 state average, 13.8%. | 6.9% |
| 1.11 | Students have access to a broad course of study (SP 7.1)<br>Source: PowerSchool master schedule | Standard Met<br>From the 2023-24 school year. | Standard Met | Standard Met | Students have access to a broad course of study - Local Indicator "Standard Met" | Target Achieved |
| 1.12 | Provide at least one paraprofessional to work with English learners and at least one | 1 paraprofessional for EL and 1 for SWD | Standard Met | Standard Met | 1 paraprofessional for EL and 1 for SWD | Target Achieved |

| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|---|---|---|---|---|---|---|
| | paraprofessional to work with students with disabilities.<br>(SP 7.2, 7.3)<br>Source: Paylocity (HR source) | From the 2023-24 school year. | | | | |
| 1.13 | Schoolwide and subgroup medians achieve at least one year's progress in ELA, as defined by internal assessment. (SP 8.1)<br>Source: NWEA or iReady | ALL: 42nd<br>Hispanic: 42nd<br>Source for baseline year is NWEA. | ALL: 227%<br>Hispanic: 231%<br>Source for Year 1 Outcome is iReady | ALL: 150%<br>Hispanic: 150% | NWEA Map: 41st+ Median Growth Percentile or iReady: 100%+ Typical Media Progress | Switched to iReady<br><br>Measures differ |
| 1.14 | Schoolwide and subgroup medians achieve at least one year's progress in Math, as defined by internal assessment. (SP 8.1)<br>Source: NWEA or iReady | ALL: 41st<br>Hispanic: 41st | ALL: 133%<br>Hispanic: 146%<br>Outcome is iReady | ALL: 111%<br>Hispanic: 108% | NWEA Map: 41st+ Median Growth Percentile or iReady: 100%+ Typical Media Progress | Switched to iReady<br><br>Measures differ |

# Goal Analysis [2025-26]

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

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Our planned actions and implementation of this goal were grounded in our mission to prepare every student for college, career, and life. These priorities focused on delivering a rigorous, standards-aligned curriculum, ensuring access to a well-rounded education, providing professional development for instructional staff, and offering differentiated academic support.

Planned: Provide targeted, ongoing professional learning focused on rigor, differentiation, and instructional strategies aligned to academic standards. Implement tiered interventions and expanded supports, including academic tutoring, English learner support, SPED modifications, and paraprofessional support for classroom and targeted student needs.

Implemented: Strengthened instructional coherence through backward planning and vertically aligned curricula across core subjects. Teachers engaged in a structured backward-planning protocol to develop model student responses demonstrating mastery of standards. Instructional activities were intentionally scaffolded to align with target skills, ensuring clear alignment between standards, instruction, and assessment. Data-driven instruction and intervention practices were implemented, including weekly Friday planning sessions with grade-level teams focused on student performance data and instructional adjustments. Targeted interventions and scaffolds were delivered during designated intervention blocks, with teachers actively monitoring student progress and individualizing supports to ensure growth. Families were also engaged in the data-monitoring process to strengthen alignment and shared understanding of student progress. Classroom walkthroughs and student work samples indicate increased use of higher-order thinking strategies, standards-aligned tasks, and academic discourse across classrooms.

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

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Despite having a limited number of fully credentialed staff, the school effectively leveraged Friday data cycles and dedicated intervention planning time to strengthen alignment between assessment data and instructional supports. These structured collaboration opportunities improved the consistency and precision of intervention planning across grade levels and content areas. As a result of tighter alignment between data analysis and instructional response, the school observed measurable improvements in student performance, including increases in test scores. This demonstrates that consistent use of data-driven practices and collaborative planning time had a positive impact on student academic outcomes, even in the context of staffing constraints.

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

The school will strengthen its focus on teacher recruitment and retention efforts to ensure classrooms are staffed with highly qualified educators. In addition, instructional coaching systems will be refined and more intentionally targeted to address remaining instructional gaps. Coaching support will prioritize consistent implementation of standards-aligned instruction, effective use of data, and high-impact teaching strategies in order to further improve student outcomes and build instructional capacity across all grade levels.

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

# Actions

| Action # | Title | Description | Total Funds | Contributing |
|---|---|---|---|---|
| **1.1** | Academic Assessment and Progress Monitoring | Utilize iReady and/or NWEA benchmark assessments to measure student academic growth over time and build a data dashboard to assess a variety of metrics. On a regular, ongoing basis throughout the school year, analyze this data to determine interventions for individual students and groups of students, as appropriate. This will include evaluating the progress of any student subgroups with a red dashboard indicator for English language arts or Math proficiency. In addition to using benchmark assessments to measure growth, the school will implement a regular progress monitoring system to ensure that the differentiated supports are taking place and positively impacting student outcomes. | $108,498.98 | Yes |
| **1.2** | Academic Supports | Provide multi-tiered levels of support to ensure that all students are demonstrating growth. Each academic intervention will be driven by data and support student learning, including after school supports and tutoring to target skill building, and the use of supplemental instruction programs such as IXL, iReady, Actively Learn, Lexia.<br><br>On an ongoing basis throughout the school year, assess student data and monitor the progress of any student subgroups with a red dashboard indicator for ELA or math. In 2023, the school received a red ELA dashboard indicator for the Hispanic and socioeconomically disadvantaged subgroups. As a result, our leadership will specifically monitor these subgroups' growth rates throughout the year (via internal metrics) in order to provide targeted interventions. | $409,538.22 | Yes |
| **1.3** | Materials, Curriculum, & Supplies | Provide technology to all students including Chromebooks/tablets, hotspots, and earphones. Provide textbooks, workbooks, and supplemental curricular materials (such as licenses, digital software, and more) that are aligned to state priorities and standards, such as Illustrative Math and SpringBoard. | $109,000.00 | No |
| **1.4** | Professional Development to | Offer ongoing professional development opportunities for staff, including:<br>- Bi-weekly coaching for teachers with a focus on supports for English learners and low income students | $125,388.09 | Yes |

| Action # | Title | Description | Total Funds | Contributing |
|---|---|---|---|---|
| | Promote Academic Excellence | - Quarterly professional development sessions<br>- Professional Growth Plans for Teacher and paraprofessionals, with bi-weekly observations/feedback, lesson plan development, quarterly film sessions with feedback, and target goal monitoring for English learners and low income students<br>- Three or more staff workshops annually on how to analyze Interim Assessment results and use data to inform instruction<br>- Mentor teacher support through Department Meetings, Grade Level Meetings, and Observations<br>- An annual professional development summit session focused on standards based instruction, bell to bell instruction, student engagement and classroom management, and curriculum | | |
| **1.5** | Safe and Secure Facilities | Ensure safety of grounds and facilities by providing preventative measures such as video cameras, vaping detectors, security gates, etc. Conduct ongoing facilities maintenance and safety inspections and provide strong janitorial services. Ensure the facilities are conducive to a positive learning environment by purchasing equipment, furniture, posters, and other materials that promote an effective learning place. There will be a Director of Facilities responsible for ensuring safety training and drills are executed, in addition to all of the above. | $153,250.80 | No |
| **1.6** | Supports for English Learners | Provide targeted professional development to staff that promotes the use of effective instructional strategies for English learners. The school's ELD Specialist will work with teachers to co-plan lessons, conduct classroom observations, and provide one-on-one coaching to improve EL supports. Hire and retain a full-time paraprofessional to work with ELs on academic success and reclassification. Use an evidence-based ELD curriculum such as English 3D, and/or Cengage/National Geographic Learning, to meet the needs of multilingual learners at all proficiency levels—from newcomers to long-term English learners—as the core curriculum for all ELD classes. This action serves as a Required Action for English learners. | $165,715.48 | Yes |

| Action # | Title | Description | Total Funds | Contributing |
|---|---|---|---|---|
| **1.7** | Additional Supports for Long-term English Learners | Utilize intervention programs, such as Lexia English, to target specific skills and accelerate English proficiency. Use a progress monitoring tool to assess each long-term English learner's progress towards reclassification and meet with families to discuss their student's progress towards reclassification. This action serves as a Required Action for Long-term English learners. | $53,025.37 | Yes |
| **1.8** | Supports for Students with Disabilities | Utilizing student academic and non-academic data, monitor student progress and provide a multi-tiered approach to interventions, including:<br>- Provide a range of Special Education service providers, including counselors and Resource Specialist Programs<br>- When appropriate, provide push-in services to support students in mainstreamed classes and provide support for students who need additional intervention<br>- Maintain a Director of Special Education to support in training educators to provide accommodations and supports to students with disabilities. | $441,746.00 | No |
| **1.9** | Supports for Homeless and/or Foster Youth | Hire and retain a bilingual Community Outreach Coordinator to provide support, advocacy, and resources for families of students who are homeless, in foster care, and/or unhoused. The Community Outreach Coordinator will work with external partners and organizations to connect students and families to resources. Provide direct access to supplies, materials, and additional student uniforms for students in need. Offer after school programs and activities for youth to provide extended learning and a safe place for students to grow and socialize. | $30,864.75 | Yes |

# Goals and Actions

## Goal

| Goal # | Description | Type of Goal |
|---|---|---|
| 2 | Create an engaged parent community that is fully engaged in and actively connected to the school community. | Maintenance of Progress Goal |

State Priorities addressed by this goal.

Priority 3: Parental Involvement (Engagement)

An explanation of why the LEA has developed this goal.

One of our greatest assets, and true agents of change, are the families and community members who support us. We are their public school system and we rely on them as our educated and nimble allies. We know that our families are prepared and motivated to rise to any occasion, and this goal is aimed at ensuring this foundational value is centered in our work. Parent engagement and communication are both at the core of this goal in the LCAP.

Parent engagement at our school is founded in knowing that parents are our collaborators when it comes to student learning. This means that we find ways to educate, empower, and involve parents in their child's education. Parent engagement and communication efforts are focused on building strong, positive relationships between school staff and families. We work to ensure that every parent knows what is happening with their student, both academically and non-academically. We host frequent community nights and school events that build community and infuse fun and connection into our school culture.

Goal 2 is a maintenance goal directed at upholding our standards for a strong parent community. The priorities being addressed under this goal include parent engagement and school climate. It was developed in collaboration with our educational partners to ensure that we continue our work regarding strong parent engagement. We will achieve this goal by implementing frequent family events and activities that are bolstered by parent involvement in school planning and decision-making. The metrics and actions outlined below ensure that we are building a strong parent community with an emphasis on connection and partnership.

## Measuring and Reporting Results

| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|---|---|---|---|---|---|---|
| 2.1 | Parents will be provided regular opportunities to participate in school site | Scheduled at least 3 FST meetings and at least 3 | 3 FST meetings | 3 FST meetings | Schedule at least 3 Family, Student, and Teacher (FST) | Target Achieved |

| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|---|---|---|---|---|---|---|
| | decision making. (SP 3.1)<br><br>Source: Internal Google Drive - Meeting Agendas | Parent Committee for English Learners meetings, inviting all parents to participate.<br>From the 2023-24 school year. | | | meetings annually and at least 3 English Learner Advisory Council (Parent Committee for English Learners) meetings annually, inviting all parents to participate. | |
| 2.2 | Parents of all students, including unduplicated pupils and students with exceptional needs, will be invited to participate in at least 4 parent/family events, including parent-teacher conferences, ongoing parent meetings and workshops, and other school events (SP 3.2, 3.3)<br>Source: ParentSquare messaging/invitatio ns, school calendar | Parents invited to at least 4 events<br>From the 2022-23 school year. | Parents invited to at least 4 events | Parents invited to at least 4 events | Parents invited to at least 4 events | Target Achieved |

# Goal Analysis [2025-26]

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

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Our approach to parent engagement is grounded in the belief that parents are essential collaborators in student learning. We are committed to educating, empowering, and involving families in their children's educational journeys. All of our parent engagement and communication efforts focus on building strong, positive relationships between school staff and families.

Planned: Host regular community events and school activities that encourage family participation. Hold three Family Staff Team (FST) meetings and a parent information survey to gather feedback and strengthen family voice in school decision-making.

Implemented: Held Family Staff Team (FST) using network created bylaws and policies to ensure meaningful opportunities for parents to participate in school planning (LACP) review, and decision-making. Bi-annual data meetings were held with parents, during which i-Ready assessment data was reviewed, and student-created academic goals were collaboratively established with parents and students. Ongoing two-way communication between school staff and families was strengthened through consistent use of the ParentSquare platform, with information shared regularly and translated into home languages to ensure accessibility. Monthly "Coffee with the Principal" meetings were also held to gather input, generate ideas for school-wide incentives, and address questions or concerns from families. In addition, the YouthTruth survey was administered to collect feedback from students and families regarding school experience and areas for improvement.

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

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Attendance data and parent feedback indicate that these engagement opportunities were well received and consistently utilized by families. Participation in FST meetings, data conferences, and "Coffee with the Principal" sessions demonstrated strong family interest in school collaboration and student progress.
Feedback from parents reflects an increased sense of connection to the school community, as well as a greater understanding of their child's academic performance and goals. Overall, these engagement structures have strengthened communication between home and school and contributed to a more connected and collaborative school environment.

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

Continue expanding parent education workshops focused on student learning, social-emotional development, and available school and community resources. Strengthen access and equity by providing additional workshops and hands-on support for families who are unable to consistently access technology or digital school platforms.

In addition, establish and sustain affinity (affirmative) groups for targeted student and family populations to provide space for community building, shared learning, and culturally responsive engagement. These groups will help ensure that all families feel supported, heard, and meaningfully connected to the school community.

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

# Actions

| Action # | Title | Description | Total Funds | Contributing |
|---|---|---|---|---|
| **2.1** | Parent Engagement Activities | Hold at least 2 orientations and/or open houses for new incoming families to learn about available school programs, the Parent-Family Handbook, school-wide goals, expectations, rules, and norms. Host 2 monthly Parent Meetings, one in the morning and one in the evening, to communicate to parents about school programs and activities and to receive their feedback and ideas. Provide ongoing parent-teacher conferences and parent education workshops on topics such as: college and career preparation, mental health, parent education, student progress monitoring tools and resources, internet safety, sex education and/or other topics that they express interest in. | $30,857.00 | Yes |
| **2.2** | Parent Communication Activities | Utilize the parent communication platform ParentSquare to communicate with parents in real time by text, email, and phone. Provide parent access to PowerSchool so that parents can view student academic progress data. Provide translation and interpretation services to families whose primary language is not English, so that all families can engage with school programs, events, and activities. | $18,309.00 | Yes |

# Goals and Actions

## Goal

| Goal # | Description | Type of Goal |
|---|---|---|
| 3 | Create a safe, inclusive, and welcoming school community where students and staff are fully invested in academic, health, and social-emotional learning. | Broad Goal |

State Priorities addressed by this goal.

Priority 5: Pupil Engagement (Engagement)
Priority 6: School Climate (Engagement)

An explanation of why the LEA has developed this goal.

We believe that a strong school culture is accomplished by having our network of teachers, scholars, and school leaders adhere to our foundational practices with consistency. Effective school leaders and faculty transform vision and values into meticulously built systems that operate in every single classroom and hallway. These core values and daily practices create a strong, supportive school community.

Our school culture is grounded in students feeling a strong sense of belonging at the school, as well as having a cohesive school environment that is safe and supportive. Student engagement and school culture efforts are focused on providing fun and creative opportunities for connection, exploration, and wellness. We partner with community organizations as much as possible to provide these opportunities to our students and families and create a culture of celebration by honoring students and their accomplishments throughout the year. We also center social justice in our work together and provide teachers with continuous learning to build their equity practices and cultural fluency.

Goal 3 is a broad goal focused on creating and maintaining this safe, inclusive, supportive school environment. The priorities being addressed under this goal include pupil engagement and school climate. It was developed in collaboration with our educational partners to ensure that we continue to prioritize student engagement and the culture of our school community. We will achieve this goal by implementing frequent school culture activities and positive behavioral intervention systems and social-emotional learning. The metrics and actions outlined below ensure that we are building a supportive school community fully invested in academic and non-academic outcomes.

## Measuring and Reporting Results

| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|---|---|---|---|---|---|---|
| 3.1 | 90% or greater Average Daily Attendance (“ADA”) (SP 5.1) | ALL: 90.7%<br>Hispanic: 90.7%<br>EL: 90.9% | All: 93.53% | All: 94.02% | Each student subgroup will | Will be completed in 2025. |

| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|---|---|---|---|---|---|---|
| | Source: CALPADS 14.1 | SED: 90.7%<br>SWD: 90.5% | | | achieve 90% or greater ADA. | |
| 3.2 | Decrease student chronic absenteeism rate or meet the overall state average for baseline year (SP 5.2)<br>Source: CA Dashboard and DataQuest Chronic Absenteeism Rate | All: 36.3%<br>SED: 36.6% Hispanic: 36.5%<br>EL: 38.2%<br>SWD: 45.5% | All: 11.6%<br>SED: 12.1%<br>Hispanic: 11.9%<br>EL: 10.0%<br>SWD: 24.0% | All: 22.6%<br>SED: 24.7%<br>Hispanic: 22.8%<br>EL: 26.8%<br>SWD: 47.1% | Each student subgroup will decrease at least 0.5 percentage points annually or meet the overall 2022-2023 state average, 24.9%. | All: 2.3%<br>SED: 5.2%<br>Hispanic: 2.5%<br>EL: 7.1%<br>SWD: 9.6% |
| 3.3 | Decrease suspension rate or meet the overall state average for baseline year (SP 6.1)<br>Source: CA Dashboard | All: 1.6%<br>SED: 1.9%<br>Hispanic: 1.8%<br>EL: 1.1%<br>SWD: 3.6% | All: 1.7%<br>SED: 1.8%<br>Hispanic: 1.5%<br>EL: 0.9%<br>SWD: 8.0% | All: 3.0%<br>SED: 3.1%<br>Hispanic: 2.9%<br>EL: 1.8%<br>SWD: 5.9% | Each student subgroup will decrease at least 0.5 percentage points annually or meet the 2022¬2023 overall state average, 3.5% | All: -6.9%<br>SED: -7.3%<br>Hispanic: -6.6%<br>EL: -11.1%<br>SWD: -16.0% |
| 3.4 | Maintain a very low expulsion rate (SP 6.2)<br>Source: DataQuest Expulsion Rate | All: 0.0%<br>SED: 0.0%<br>Hispanic: 0.0%<br>EL: 0.0%<br>SWD: 0.0% | All: 0.0%<br>SED: 0.0%<br>Hispanic: 0.0%<br>EL: 0.0%<br>SWD: 0.0% | All: 0.0%<br>SED: 0.0%<br>Hispanic: 0.0%<br>EL: 0.0%<br>SWD: 0.0% | Each student subgroup will have 0.5% or lower expulsion rate | All: 0.0%<br>SED: 0.0%<br>Hispanic: 0.0%<br>EL: 0.0%<br>SWD: 0.0% |
| 3.5 | Increase the percent of students responding "agree" or "strongly agree" to "I really feel like a part of my school's community." (SP 6.3) | 36.0%<br>From the 21-22 school year. | 43.0% | 23.0% | Increase 3 percentage points annually or meet 85% of students responding "agree" or "strongly agree" | -13.0% |

| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|---|---|---|---|---|---|---|
| | Source: YouthTruth survey | | | | | |
| 3.6 | Increase the percent of students responding "agree" or "strongly agree" to "I feel safe at school." (SP 6.3)<br>Source: YouthTruth survey | 42.0%<br>From the 21-22 school year. | 47.0% | 34.0% | Increase 3 percentage points annually or meet 85% of students responding "agree" or "strongly agree" | -8.0% |
| 3.7 | Decrease the MS dropout rate or maintain a rate below 3.5% (SP 5.3)<br>Source: CALPADS Exit codes | 0.0% | 0.0% | 0.0% | Each student subgroup will decrease at least 1 percentage point annually or maintain a rate below 3.5% | 0.0% |

# Goal Analysis [2025-26]

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

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Our goal is to create and maintain a safe, inclusive, and supportive school environment that fosters a strong sense of belonging and engagement for all students. We are committed to supporting students' academic success alongside their social-emotional well-being through intentional school culture-building practices and systems of support.

Planned: Expand Positive Behavioral Interventions and Supports (PBIS) schoolwide to promote a positive behavioral culture and reduce disciplinary incidents. Host regular schoolwide culture-building activities (e.g., spirit days, student assemblies, recognition programs) to strengthen student connection and celebrate diversity. Analyze engagement and climate data (including attendance, discipline, and survey results) on an ongoing basis to identify trends and adjust practices accordingly.

Implemented: Administered the YouthTruth survey, which indicated an increase in students reporting a stronger sense of connection to school. As a result of ongoing school culture efforts, we anticipate continued improvements in student attendance, behavior, engagement, and overall perception of school climate. These outcomes support the school's commitment to equity, inclusion, and whole-child development. In addition, coordination with attendance teams, success agents, and community liaisons was strengthened through the

development of the COST (Coordination of Services Team). This structure supported earlier identification and intervention for at-risk students. Weekly attendance calls, personalized student check-ins, and home visits were implemented to improve attendance and re-engage students and families. The school also expanded access to mental health services and social-emotional supports to further address student well-being and remove barriers to learning.

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

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

This year's decrease in chronic absenteeism reinforces the effectiveness of the school's multi-tiered attendance support system. The combination of proactive outreach, including weekly attendance calls, personalized student check-ins, and home visits, helped address both logistical and emotional barriers that impact student attendance.
Strengthened collaboration between attendance teams, success agents, community liaisons, and the COST team further improved the school's ability to identify at-risk students early and provide timely interventions. As a result, more students were able to attend school consistently, reflecting the positive impact of a coordinated and responsive approach to improving attendance and re-engagement.

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

Provide ongoing professional development for staff focused on trauma-informed practices, inclusive teaching strategies, and effective student engagement techniques to better support the diverse needs of all learners. Strengthen and ensure consistent implementation of Social-Emotional Learning (SEL) instruction across classrooms to build students' emotional literacy, empathy, self-awareness, and conflict-resolution skills. These efforts will further support a positive school climate and improve both student well-being and academic engagement.

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

# Actions

| Action # | Title | Description | Total Funds | Contributing |
|---|---|---|---|---|
| **3.1** | Community Engagement | Implement an annual survey to collect staff, student, and parent feedback on a variety of topics including school plans, culture and engagement, and academic program. Engage with community programs and organizations to provide resources for families and students, especially our most marginalized subgroups. Provide workshops for students on social skills, academic skills, and stress management. Establish partnerships with a | $59,067.25 | Yes |

| Action # | Title | Description | Total Funds | Contributing |
|---|---|---|---|---|
| | | variety of programs to explore interests to lead a healthy life, such as: Mindfulness, Yoga, Karate, sports, arts, clubs, and more. Host an annual event in partnership with community organizations, such as a community resource fair, park clean-up day, and/or civic engagement opportunities. | | |
| **3.2** | School Culture Activities | Throughout the year, provide a variety of activities to motivate learning, social skills, and a strong school culture, including:<br>- Field trips, graduation ceremonies, demonstrations of values, attendance, and academic progress<br>- Acknowledge accomplishments and progress every quarter with awards and ribbons<br>- Build school spirit and provide themed celebrations and materials such as school uniforms, agendas/school supplies, athletic apparel, yearbooks, etc.<br>- Hold quarterly culture-building events such as outdoor field days, pep rallies, or community clean-up days that promote a strong sense of school culture and community.<br>- Hold at least one student assembly annually on student academic achievement.<br>- Hold at least two assemblies that focus on developmentally appropriate social/emotional concerns such as: bullying, cyber-bullying, peer pressure, sexual education, drug and alcohol abuse, growth mindset, digital citizenship, mind and body health, neighborhood safety, and programs addressing equity and social justice. | $162,964.87 | Yes |
| **3.3** | Supports for Student Attendance and Engagement | On an ongoing basis throughout the school year, assess student attendance data and evaluate the progress of any student subgroups with a red dashboard indicator for chronic absenteeism.<br><br>Provide training and support resources for the School Attendance Review Team to reduce chronic absenteeism, with a particular emphasis on serving our most vulnerable students and identifying and addressing students' individual needs. | $45,983.00 | Yes |

| Action # | Title | Description | Total Funds | Contributing |
|---|---|---|---|---|
| **3.4** | Supports for Student Behavior and Wellbeing | On an ongoing basis throughout the school year, assess student data and evaluate the progress of any student subgroup with a red dashboard indicator for suspension and/or expulsion.<br><br>Implement Positive Behavior Intervention Systems and restorative justice practices at the school which emphasize school values and reward positive student behaviors, including:<br>- Each month, select a student of the month to celebrate students who distinguished themselves by demonstrating school values<br>- Provide professional development for teachers and staff in the use of restorative practices, with a focus on supporting our most vulnerable students and any subgroups with a recent red dashboard indicator for suspension or expulsion<br>• Train teachers to provide social-emotional learning opportunities through advisory/home room classes<br>-The school psychologist/wellness counselor will meet with students experiencing non-academic problems | $189,095.13 | Yes |

# Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2026-27]

| Total Projected LCFF Supplemental and/or Concentration Grants | Projected Additional 15 percent LCFF Concentration Grant |
|---|---|
| $917231 | $ |

**Required Percentage to Increase or Improve Services for the LCAP Year**

| Projected Percentage to Increase or Improve Services for the Coming School Year | LCFF Carryover — Percentage | LCFF Carryover — Dollar | Total Percentage to Increase or Improve Services for the Coming School Year |
|---|---|---|---|
| 27.815% | 0.000% | $0.00 | 27.815% |

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

## Required Descriptions

### *LEA-wide and Schoolwide Actions*

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

| Goal and Action # | Identified Need(s) | How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| **1.1** | **Action:**<br>Academic Assessment and Progress Monitoring<br><br>**Need:**<br>Statewide, socioeconomically disadvantaged (“SED”)/low-income students have significantly lower rates of ELA and Math proficiency (42.6 and 80.8 points below standard, respectively) compared to their non-SED peers (13.6 and | Our multi-tiered levels of support will provide students with additional supports in the areas that they need it most. Each academic intervention is driven by student data to support learning and includes after school learning time and tutoring to target skill building, and the use of supplemental instruction programs such as IXL, iReady, Actively Learn, Lexia. We’re also providing extended professional development for staff so that they can differentiate instruction, utilize data to inform | We will monitor progress in the academic growth of our SED students. Feedback from students and families will shape the implementation of these supports.<br><br>Metric 1m: Schoolwide and subgroup averages achieve at least one year’s |

| Goal and Action # | Identified Need(s) | How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| | 49.1 points). Our school serves a high rate of SED students (83.5% in the 2023-24 school year). State and national data demonstrates that students from low socioeconomic backgrounds benefit from increased supports in achieving academic proficiency. There is a need for SED students to grow more than 1 year's worth of academic progress in a year's time in order to "catch up" to their more affluent peers and achieve proficiency. Additionally, parents and staff have indicated that academics are a top concern for them. Staff requested additional professional development to support them in building their capacity to utilize our internal assessment tools, assess academic data, and differentiate instruction.<br><br>**Scope:**<br>LEA-wide<br>Schoolwide | instruction, and learn from veteran teachers via mentoring.<br><br>These actions are being provided on an LEA- wide basis because a majority of our students are low income, and because all of our students can benefit from the academic interventions to support academic growth. | progress in ELA, as defined by internal assessment.<br><br>Metric 1n: Schoolwide and subgroup averages achieve at least one year's progress in Math, as defined by internal assessment. |
| **1.2** | **Action:**<br>Academic Supports<br><br>**Need:**<br>Statewide, socioeconomically disadvantaged ("SED")/low-income students have significantly lower rates of ELA and Math proficiency (42.6 and 80.8 points below standard, respectively) compared to their non-SED peers (13.6 and 49.1 points). Our school serves a high rate of SED students (83.5% in the 2023-24 school year). State and national data demonstrates that students from low socioeconomic backgrounds benefit from increased supports | Our multi-tiered levels of support will provide students with additional supports in the areas that they need it most. Each academic intervention is driven by student data to support learning and includes after school learning time and tutoring to target skill building, and the use of supplemental instruction programs such as IXL, iReady, Actively Learn, Lexia. We're also providing extended professional development for staff so that they can differentiate instruction, utilize data to inform instruction, and learn from veteran teachers via mentoring. | We will monitor progress in the academic growth of our SED students. Feedback from students and families will shape the implementation of these supports.<br><br>Metric 1m: Schoolwide and subgroup averages achieve at least one year's progress in ELA, as defined by internal assessment. |

| Goal and Action # | Identified Need(s) | How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| | in achieving academic proficiency. There is a need for SED students to grow more than 1 year's worth of academic progress in a year's time in order to "catch up" to their more affluent peers and achieve proficiency. Additionally, parents and staff have indicated that academics are a top concern for them. Staff requested additional professional development to support them in building their capacity to utilize our internal assessment tools, assess academic data, and differentiate instruction.<br><br>**Scope:**<br>LEA-wide | These actions are being provided on an LEA- wide basis because a majority of our students are low income, and because all of our students can benefit from the academic interventions to support academic growth. | Metric 1n: Schoolwide and subgroup averages achieve at least one year's progress in Math, as defined by internal assessment. |
| **1.4** | **Action:**<br>Professional Development to Promote Academic Excellence<br><br>**Need:**<br>Statewide, socioeconomically disadvantaged ("SED")/low-income students have significantly lower rates of ELA and Math proficiency (42.6 and 80.8 points below standard, respectively) compared to their non-SED peers (13.6 and 49.1 points). Our school serves a high rate of SED students (83.5% in the 2023-24 school year). State and national data demonstrates that students from low socioeconomic backgrounds benefit from increased supports in achieving academic proficiency. There is a need for SED students to grow more than 1 year's worth of academic progress in a year's time in order to "catch up" to their more affluent peers and achieve proficiency. | Our multi-tiered levels of support will provide students with additional supports in the areas that they need it most. Each academic intervention is driven by student data to support learning and includes after school learning time and tutoring to target skill building, and the use of supplemental instruction programs such as IXL, iReady, Actively Learn, Lexia. We're also providing extended professional development for staff so that they can differentiate instruction, utilize data to inform instruction, and learn from veteran teachers via mentoring.<br><br>These actions are being provided on an LEA- wide basis because a majority of our students are low income, and because all of our students can benefit from the academic interventions to support academic growth. | We will monitor progress in the academic growth of our SED students. Feedback from students and families will shape the implementation of these supports.<br><br>Metric 1m: Schoolwide and subgroup averages achieve at least one year's progress in ELA, as defined by internal assessment.<br><br>Metric 1n: Schoolwide and subgroup averages achieve at least one year's progress in Math, as |

| Goal and Action # | Identified Need(s) | How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| | Additionally, parents and staff have indicated that academics are a top concern for them. Staff requested additional professional development to support them in building their capacity to utilize our internal assessment tools, assess academic data, and differentiate instruction.<br><br>**Scope:**<br>LEA-wide | | defined by internal assessment. |
| **1.7** | **Action:**<br>Additional Supports for Long-term English Learners<br><br>**Need:**<br>Language barriers make academic assessments such as CAASPP extremely challenging for our English learners. As a result, they perform worse on these assessments in both ELA and math (7.1% and 10.6% proficient, respectively) compared to the overall average for students (21.7% in ELA and 21.4% in math). Feedback from parents of English learners, and our English learner students, indicate that English fluency and academic success remain a top priority. Our teachers have expressed a need for additional professional development that prepares them to effectively teach and support English learners in their classrooms.<br><br>**Scope:** | To target students' language fluency, we will utilize evidence-based ELD courses which meet the needs of multilingual learners at all proficiency levels—from newcomers to long¬term English learners—as the core curriculum for all ELD classes. We will also utilize intervention programs such as Lexia English to target specific skills and accelerate English proficiency.<br><br>These actions will also address teachers' need for additional, targeted trainings in the use of effective instructional strategies for these students by providing additional professional development time in this area. In addition, the school's ELD Specialist will work with teachers to co-plan lessons, conduct classroom observations, and provide one-on-one coaching to improve EL supports. We will hire and retain a full-time paraprofessional to work with ELs on academic success and reclassification. | We will analyze ELPI results annually and will use internal progress monitoring tools to assess each long-term English learner's progress towards reclassification during the school year. We will meet with families to discuss their student's progress towards reclassification and their input will inform the school's programs and supports for English learners and long-term English learners.<br><br>Metric 1 i: Increase percent of EL students growing at least one ELPI level/maintaining the highest ELPI level or meet the state average for baseline year. |

| Goal and Action # | Identified Need(s) | How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| | | | Metric 1L: Provide at least one paraprofessional to work with English learners. |
| **1.9** | **Action:**<br>Supports for Homeless and/or Foster Youth<br><br>**Need:**<br>Although the number of foster youth and homeless students at our school is too small to be statistically significant on the California Schools Dashboard, data on these students nation-wide, as well as in the Bay Area, demonstrates there is a clear need for tangible supports such as resources, materials, and services that provide direct aid to students and their families. Foster youth and students experiencing homelessness are at a greater risk of "slipping through the cracks" compared to their peers. According to a California-based research study, the odds of homelessness for older youth were 44% lower for those who reported that they had "enough" people to turn to for tangible support. This includes those who can provide direct resources and/or practical assistance. Through outreach with students and families at our school, we have learned that there is need for additional communication and coordination between the school and some of our highest need families, including families of homeless students and foster youth. There is also a need for strong communication from a Spanish-language speaker as many of our families speak Spanish in their homes. | The bilingual role of Community Outreach Coordinator will promote strong connection and communication with all families, in addition to coordinating services for homeless students and foster youth. The coordinator will ensure that students and families have access to tangible resources from local organizations and nonprofits that can support them outside the classroom as well, such as Familias Unidas, Clinica de la Raza, Native American Health Center, Unity Council, Catholic Charities of the East Bay. Lastly, the after-school program provides students with a safe place to continue to learn, grow, and socialize after the school day has completed.<br><br>These actions are being provided on an LEA- wide basis because even if a student is not currently homeless or in foster care, they may be at risk of either of these and their families may benefit from the efforts of the Community Outreach Coordinator and some of the provided supplies and materials. Therefore, while this action is designed to principally serve the needs of these students, it may benefit other students as well, including SED students and English learners. | We will monitor progress in increasing the average daily attendance rates for homeless and foster youth. Feedback from students and families will shape the work of the Community Outreach Coordinator.<br><br>Metric 2: Parents will be provided regular opportunities to participate in school site decision-making. Metric 3a: Attain 90% or greater Average Daily Attendance for all subgroups. |

| Goal and Action # | Identified Need(s) | How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| | **Scope:**<br>LEA-wide | | |
| **2.1** | **Action:**<br>Parent Engagement Activities<br><br>**Need:**<br>We have heard from our parents over the years (via one-on-one conversations and surveys) that they are interested in having parent education workshops on topics such as college and career preparation, mental health, internet safety, and a range of other topics. Many of our families are low-income and face additional challenges in regard to mental and physical health, and in knowing the process for getting their student to college. Many of our students are on track to become first-generation college students and it is our goal to build families' cultural capital in understanding howto navigate A-G coursework, preparing for the college application process, qualifying for financial aid, etc.<br><br>Additionally, many of our families' home language is not English, and so we provide translation services and resources to ensure that all families can access the content and programming at our school.<br><br>**Scope:** | As a result of this feedback from parents and students, we utilize the communication platform ParentSquare to relay information to families, invite them to school events, and solicit feedback on what kinds of things are important to them. We provide translation services and parent education workshops on topics of their interest, and host school orientations/open houses to share information about the school and available programs and resources for them and their students. We host bimonthly parent meetings at different times of day to accommodate varying parent schedules.<br><br>These actions are being provided on an LEA- wide basis because a majority of our families are lowincome, and because all of our parents can benefit from the educational workshops and community-building events, and we want to seek input from all families into school decision-making and planning. | We will monitor effectiveness in this area by ensuring that we host regular opportunities, workshops, and events for families that target their needs and interests, particularly parents of unduplicated pupils and students with exceptional needs.<br><br>Metric 2a: Parents will be provided with regular opportunities to participate in school site decision-making.<br><br>Metric 2b: Parents of all students, including unduplicated pupils and students with exceptional needs, will be invited to participate in at least 4 parent/family events, including parent-teacher conferences, ongoing parent meetings and workshops, and other school events. |

| Goal and Action # | Identified Need(s) | How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| | LEA-wide | | |
| **2.2** | **Action:**<br>Parent Communication Activities<br><br>**Need:**<br>We have heard from our parents over the years (via one-on-one conversations and surveys) that they are interested in having parent education workshops on topics such as college and career preparation, mental health, internet safety, and a range of other topics. Many of our families are low-income and face additional challenges in regard to mental and physical health, and in knowing the process for getting their student to college. Many of our students are on track to become first-generation college students and it is our goal to build families' cultural capital in understanding howto navigate A-G coursework, preparing for the college application process, qualifying for financial aid, etc.<br><br>Additionally, many of our families' home language is not English, and so we provide translation services and resources to ensure that all families can access the content and programming at our school.<br><br>**Scope:**<br>LEA-wide | As a result of this feedback from parents and students, we utilize the communication platform ParentSquare to relay information to families, invite them to school events, and solicit feedback on what kinds of things are important to them. We provide translation services and parent education workshops on topics of their interest, and host school orientations/open houses to share information about the school and available programs and resources for them and their students. We host bimonthly parent meetings at different times of day to accommodate varying parent schedules.<br><br>These actions are being provided on an LEA- wide basis because a majority of our families are lowincome, and because all of our parents can benefit from the educational workshops and community-building events, and we want to seek input from all families into school decision-making and planning. | We will monitor effectiveness in this area by ensuring that we host regular opportunities, workshops, and events for families that target their needs and interests, particularly parents of unduplicated pupils and students with exceptional needs.<br><br>Metric 2a: Parents will be provided with regular opportunities to participate in school site decision-making.<br><br>Metric 2b: Parents of all students, including unduplicated pupils and students with exceptional needs, will be invited to participate in at least 4 parent/family events, including parent-teacher conferences, ongoing parent meetings and workshops, and other school events. |


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| Goal and Action # | Identified Need(s) | How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| **3.1** | **Action:**<br>Community Engagement<br><br>**Need:**<br>Survey data and other local data has indicated a strong need from our parents and students to offer robust non- academic offerings to enrich students' education experience, provide opportunities to learn and growoutside the classroom, and make school a more fun and engaging experience overall. Feedback from our parents and students indicated a need for extracurriculars such as arts, athletics, clubs, field trips, and non-academic content learning (such as stress management, typing, and study skills). Like many schools across the nation since the pandemic, our attendance and chronic absenteeism data (available in the metric data under Goal 3) demonstrate that these are two areas of need. Qualitative data from the 2023- 24 survey provided some of the examples described above, and other survey data indicated that 79.0% of students indicated they "really feel like a part of my school's community."<br><br>**Scope:**<br>LEA-wide | As a result of our community partners' feedback, we will solicit detailed and ongoing feedback via survey to better identify which specific activities are of interest to the current student body. We will provide workshops for students on social skills, academic skills, and stress management, as well as workshops for students to explore interests that lead a healthy life, such as: Mindfulness, Yoga, Karate, sports, arts, clubs, and more. We will establish partnerships with a variety of community organizations and programs to provide resources for families and students, especially our most marginalized subgroups. We will host an annual event in partnership with community organizations, such as a community resource fair, park clean-up day, and/or civic engagement opportunities. On an ongoing basis throughout the school year, we will assess student attendance data and evaluate the progress of any student subgroups with a red dashboard indicator for chronic absenteeism. We will provide training and support resources for the School Attendance ReviewTeam to reduce chronic absenteeism.<br><br>These actions are being provided on an LEA- wide basis because all of our students and families contribute to the school culture and benefit from a close community and engaging learning experience. Many of our students struggle with absenteeism and can benefit from the interventions to support engagement and attendance. | Throughout the school year we will assess student attendance data and chronic absenteeism, as well have conversations with our students and families about the progress of this work via FSTmeetings and other parent/student engagement activities. Once per year we will analyze the survey results. Feedback from families and students will shape the implementation of the program, including specific workshop topics and field trip locations.<br><br>Metric 3a: 90% or greater Average Daily Attendance.<br><br>Metric 3b: Decrease student chronic absenteeism rate or meet the overall state average for baseline year.<br><br>Metric 3h: Increase the percent of students responding "agree" or "strongly agree" to "I really feel like a part of my school's community." |

| Goal and Action # | Identified Need(s) | How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| **3.2** | **Action:**<br>School Culture Activities<br><br>**Need:**<br>Survey data and other local data has indicated a strong need from our parents and students to offer robust non- academic offerings to enrich students' education experience, provide opportunities to learn and growoutside the classroom, and make school a more fun and engaging experience overall. Feedback from our parents and students indicated a need for extracurriculars such as arts, athletics, clubs, field trips, and non-academic content learning (such as stress management, typing, and study skills). Like many schools across the nation since the pandemic, our attendance and chronic absenteeism data (available in the metric data under Goal 3) demonstrate that these are two areas of need. Qualitative data from the 2023- 24 survey provided some of the examples described above, and other survey data indicated that 79.0% of students indicated they "really feel like a part of my school's community."<br><br>**Scope:**<br>LEA-wide | As a result of our community partners' feedback, we will solicit detailed and ongoing feedback via survey to better identify which specific activities are of interest to the current student body. We will provide workshops for students on social skills, academic skills, and stress management, as well as workshops for students to explore interests that lead a healthy life, such as: Mindfulness, Yoga, Karate, sports, arts, clubs, and more. We will establish partnerships with a variety of community organizations and programs to provide resources for families and students, especially our most marginalized subgroups. We will host an annual event in partnership with community organizations, such as a community resource fair, park clean-up day, and/or civic engagement opportunities. On an ongoing basis throughout the school year, we will assess student attendance data and evaluate the progress of any student subgroups with a red dashboard indicator for chronic absenteeism. We will provide training and support resources for the School Attendance ReviewTeam to reduce chronic absenteeism.<br><br>These actions are being provided on an LEA- wide basis because all of our students and families contribute to the school culture and benefit from a close community and engaging learning experience. Many of our students struggle with absenteeism and can benefit from the interventions to support engagement and attendance. | Throughout the school year we will assess student attendance data and chronic absenteeism, as well have conversations with our students and families about the progress of this work via FSTmeetings and other parent/student engagement activities. Once per year we will analyze the survey results. Feedback from families and students will shape the implementation of the program, including specific workshop topics and field trip locations.<br><br>Metric 3a: 90% or greater Average Daily Attendance.<br><br>Metric 3b: Decrease student chronic absenteeism rate or meet the overall state average for baseline year.<br><br>Metric 3h: Increase the percent of students responding "agree" or "strongly agree" to "I really feel like a part of my school's community." |

| Goal and Action # | Identified Need(s) | How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| **3.3** | **Action:**<br>Supports for Student Attendance and Engagement<br><br>**Need:**<br>Survey data and other local data has indicated a strong need from our parents and students to offer robust non- academic offerings to enrich students' education experience, provide opportunities to learn and growoutside the classroom, and make school a more fun and engaging experience overall. Feedback from our parents and students indicated a need for extracurriculars such as arts, athletics, clubs, field trips, and non-academic content learning (such as stress management, typing, and study skills). Like many schools across the nation since the pandemic, our attendance and chronic absenteeism data (available in the metric data under Goal 3) demonstrate that these are two areas of need. Qualitative data from the 2023- 24 survey provided some of the examples described above, and other survey data indicated that 79.0% of students indicated they "really feel like a part of my school's community."<br><br>**Scope:**<br>LEA-wide | As a result of our community partners' feedback, we will solicit detailed and ongoing feedback via survey to better identify which specific activities are of interest to the current student body. We will provide workshops for students on social skills, academic skills, and stress management, as well as workshops for students to explore interests that lead a healthy life, such as: Mindfulness, Yoga, Karate, sports, arts, clubs, and more. We will establish partnerships with a variety of community organizations and programs to provide resources for families and students, especially our most marginalized subgroups. We will host an annual event in partnership with community organizations, such as a community resource fair, park clean-up day, and/or civic engagement opportunities. On an ongoing basis throughout the school year, we will assess student attendance data and evaluate the progress of any student subgroups with a red dashboard indicator for chronic absenteeism. We will provide training and support resources for the School Attendance ReviewTeam to reduce chronic absenteeism.<br><br>These actions are being provided on an LEA- wide basis because all of our students and families contribute to the school culture and benefit from a close community and engaging learning experience. Many of our students struggle with absenteeism and can benefit from the interventions to support engagement and attendance. | Throughout the school year we will assess student attendance data and chronic absenteeism, as well have conversations with our students and families about the progress of this work via FSTmeetings and other parent/student engagement activities. Once per year we will analyze the survey results. Feedback from families and students will shape the implementation of the program, including specific workshop topics and field trip locations.<br><br>Metric 3a: 90% or greater Average Daily Attendance.<br><br>Metric 3b: Decrease student chronic absenteeism rate or meet the overall state average for baseline year.<br><br>Metric 3h: Increase the percent of students responding "agree" or "strongly agree" to "I really feel like a part of my school's community." |

| Goal and Action # | Identified Need(s) | How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| **3.4** | **Action:**<br>Supports for Student Behavior and Wellbeing<br><br>**Need:**<br>Survey data and other local data has indicated a strong need from our parents and students to offer robust non- academic offerings to enrich students' education experience, provide opportunities to learn and growoutside the classroom, and make school a more fun and engaging experience overall. Feedback from our parents and students indicated a need for extracurriculars such as arts, athletics, clubs, field trips, and non-academic content learning (such as stress management, typing, and study skills). Like many schools across the nation since the pandemic, our attendance and chronic absenteeism data (available in the metric data under Goal 3) demonstrate that these are two areas of need. Qualitative data from the 2023- 24 survey provided some of the examples described above, and other survey data indicated that 79.0% of students indicated they "really feel like a part of my school's community."<br><br>**Scope:**<br>LEA-wide | As a result of our community partners' feedback, we will solicit detailed and ongoing feedback via survey to better identify which specific activities are of interest to the current student body. We will provide workshops for students on social skills, academic skills, and stress management, as well as workshops for students to explore interests that lead a healthy life, such as: Mindfulness, Yoga, Karate, sports, arts, clubs, and more. We will establish partnerships with a variety of community organizations and programs to provide resources for families and students, especially our most marginalized subgroups. We will host an annual event in partnership with community organizations, such as a community resource fair, park clean-up day, and/or civic engagement opportunities. On an ongoing basis throughout the school year, we will assess student attendance data and evaluate the progress of any student subgroups with a red dashboard indicator for chronic absenteeism. We will provide training and support resources for the School Attendance ReviewTeam to reduce chronic absenteeism.<br><br>These actions are being provided on an LEA- wide basis because all of our students and families contribute to the school culture and benefit from a close community and engaging learning experience. Many of our students struggle with absenteeism and can benefit from the interventions to support engagement and attendance. | Throughout the school year we will assess student attendance data and chronic absenteeism, as well have conversations with our students and families about the progress of this work via FSTmeetings and other parent/student engagement activities. Once per year we will analyze the survey results. Feedback from families and students will shape the implementation of the program, including specific workshop topics and field trip locations.<br><br>Metric 3a: 90% or greater Average Daily Attendance.<br><br>Metric 3b: Decrease student chronic absenteeism rate or meet the overall state average for baseline year.<br><br>Metric 3h: Increase the percent of students responding "agree" or "strongly agree" to "I really feel like a part of my school's community." |

## *Limited Actions*

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

| Goal and Action # | Identified Need(s) | How the Action(s) are Designed to Address Need(s) | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| **1.6** | **Action:**<br>Supports for English Learners<br><br>**Need:**<br>Language barriers make academic assessments such as CAASPP extremely challenging for our English learners. As a result, they perform worse on these assessments in both ELA and math (7.1% and 10.6% proficient, respectively) compared to the overall average for students (21.7% in ELA and 21.4% in math). Feedback from parents of English learners, and our English learner students, indicate that English fluency and academic success remain a top priority. Our teachers have expressed a need for additional professional development that prepares them to effectively teach and support English learners in their classrooms.<br><br>**Scope:**<br>Limited to Unduplicated Student Group(s) | To target students' language fluency, we will utilize evidence-based ELD courses which meet the needs of multilingual learners at all proficiency levels—from newcomers to long-term English learners—as the core curriculum for all ELD classes. We will also utilize intervention programs such as Lexia English to target specific skills and accelerate English proficiency.<br><br>These actions will also address teachers' need for additional, targeted trainings in the use of effective instructional strategies for these students by providing additional professional development time in this area. In addition, the school's ELD Specialist will work with teachers to co-plan lessons, conduct classroom observations, and provide one-on-one coaching to improve EL supports. We will hire and retain a full-time paraprofessional to work with ELs on academic success and reclassification. | We will analyze ELPI results annually and will use internal progress monitoring tools to assess each long-term English learner's progress towards reclassification during the school year. We will meet with families to discuss their student's progress towards reclassification and their input will inform the school's programs and supports for English learners and long-term English learners.<br><br>Metric 1 i: Increase percent of EL students growing at least one ELPI level/maintaining the highest ELPI level or meet the state average for baseline year.<br><br>Metric 1L: Provide at least one paraprofessional to work with English learners. |
| **1.7** | **Action:** | | |

| Goal and Action # | Identified Need(s) | How the Action(s) are Designed to Address Need(s) | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| | Additional Supports for Long-term English Learners<br><br>**Need:**<br><br>**Scope:**<br>Limited to Unduplicated Student Group(s) | | |

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

## Additional Concentration Grant Funding

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

The additional concentration grant add-on funding identified above will be used to directly hire and pay for several key positions within the LEA that support the needs of foster youth, English learners, and low-income students. First, the funds will be used to provide after school tutors to improve student academic outcomes (Goal 1, Action 1.2). Secondly, the funds will be used to hire and retain a full-time paraprofessional who is dedicated to supporting English learners and long-term English learners (Goal 1, Actions 1.6 and 1.7).

| **Staff-to-student ratios by type of school and concentration of unduplicated students** | Schools with a student concentration of 55 percent or less | Schools with a student concentration of greater than 55 percent |
|---|---|---|
| Staff-to-student ratio of classified staff providing direct services to students | Not applicable for charter schools. | Not applicable for charter schools. |

| **Staff-to-student ratios by type of school and concentration of unduplicated students** | Schools with a student concentration of 55 percent or less | Schools with a student concentration of greater than 55 percent |
|---|---|---|
| Staff-to-student ratio of certificated staff providing direct services to students | Not applicable for charter schools. | Not applicable for charter schools. |

# 2026-27 Total Planned Expenditures Table

| LCAP Year | 1. Projected LCFF Base Grant (Input Dollar Amount) | 2. Projected LCFF Supplemental and/or Concentration Grants (Input Dollar Amount) | 3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1) | LCFF Carryover — Percentage (Input Percentage from Prior Year) | Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %) |
|---|---|---|---|---|---|
| Totals | 3297613 | 917231 | 27.815% | 0.000% | 27.815% |

| Totals | LCFF Funds | Other State Funds | Local Funds | Federal Funds | Total Funds | Total Personnel | Total Non-personnel |
|---|---|---|---|---|---|---|---|
| Totals | $1,504,856.93 | $406,173.53 | $0.00 | $192,273.48 | $2,103,303.94 | $1,607,313.68 | $495,990.26 |

| Goal # | Action # | Action Title | Student Group(s) | Contributing to Increased or Improved Services? | Scope | Unduplicated Student Group(s) | Location | Time Span | Total Personnel | Total Non-personnel | LCFF Funds | Other State Funds | Local Funds | Federal Funds | Total Funds | Planned Percentage of Improved Services |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 1.1 | Academic Assessment and Progress Monitoring | English Learners<br>Foster Youth<br>Low Income | Yes | LEA-wide<br>Schoolwide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | Ongoing | $75,865.92 | $32,633.06 | $92,182.45 | $16,316.53 | | | $108,498.98 | |
| 1 | 1.2 | Academic Supports | English Learners<br>Foster Youth<br>Low Income | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | Ongoing | $409,538.22 | $0.00 | $409,538.22 | | | | $409,538.22 | |
| 1 | 1.3 | Materials, Curriculum, & Supplies | All | No | | | All Schools | Ongoing | $0.00 | $109,000.00 | $25,523.00 | $83,477.00 | | | $109,000.00 | |
| 1 | 1.4 | Professional Development to Promote Academic Excellence | English Learners<br>Foster Youth<br>Low Income | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | Ongoing | $109,888.09 | $15,500.00 | $109,888.09 | | | $15,500.00 | $125,388.09 | |
| 1 | 1.5 | Safe and Secure Facilities | All | No | | | All Schools | Ongoing | $142,942.80 | $10,308.00 | $153,250.80 | | | | $153,250.80 | |
| 1 | 1.6 | Supports for English Learners | English Learners | Yes | Limited to Unduplicated Student Group(s) | English Learners | Specific Schools: The charter school/LEA | Ongoing | $150,253.48 | $15,462.00 | $40,462.00 | | | $125,253.48 | $165,715.48 | |
| 1 | 1.7 | Additional Supports for Long-term English Learners | English Learners | Yes | Limited to Unduplicated Student Group(s) | English Learners | Specific Schools: The charter school/LEA | Ongoing | $37,563.37 | $15,462.00 | $53,025.37 | | | | $53,025.37 | |

| Goal # | Action # | Action Title | Student Group(s) | Contributing to Increased or Improved Services? | Scope | Unduplicated Student Group(s) | Location | Time Span | Total Personnel | Total Non-personnel | LCFF Funds | Other State Funds | Local Funds | Federal Funds | Total Funds | Planned Percentage of Improved Services |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 1.8 | Supports for Students with Disabilities | Students with Disabilities | No | | | All Schools | Ongoing | $209,846.00 | $231,900.00 | $89,000.00 | $301,226.00 | | $51,520.00 | $441,746.00 | |
| 1 | 1.9 | Supports for Homeless and/or Foster Youth | English Learners<br>Foster Youth | Yes | LEA-wide | English Learners<br>Foster Youth | Specific Schools: The charter school/LEA | Ongoing | $25,710.75 | $5,154.00 | $25,710.75 | $5,154.00 | | | $30,864.75 | |
| 2 | 2.1 | Parent Engagement Activities | English Learners<br>Foster Youth<br>Low Income | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | Ongoing | $20,549.00 | $10,308.00 | $30,857.00 | | | | $30,857.00 | |
| 2 | 2.2 | Parent Communication Activities | English Learners<br>Foster Youth<br>Low Income | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | Ongoing | $0.00 | $18,309.00 | $18,309.00 | | | | $18,309.00 | |
| 3 | 3.1 | Community Engagement | Low Income | Yes | LEA-wide | Low Income | Specific Schools: The charter school/LEA | Ongoing | $54,944.05 | $4,123.20 | $59,067.25 | | | | $59,067.25 | |
| 3 | 3.2 | School Culture Activities | English Learners<br>Foster Youth<br>Low Income | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | Ongoing | $150,079.87 | $12,885.00 | $162,964.87 | | | | $162,964.87 | |
| 3 | 3.3 | Supports for Student Attendance and Engagement | English Learners<br>Foster Youth<br>Low Income | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | Ongoing | $43,922.00 | $2,061.00 | $45,983.00 | | | | $45,983.00 | |
| 3 | 3.4 | Supports for Student Behavior and Wellbeing | English Learners<br>Foster Youth<br>Low Income | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | Ongoing | $176,210.13 | $12,885.00 | $189,095.13 | | | | $189,095.13 | |

# 2026-27 Contributing Actions Table

| 1. Projected LCFF Base Grant | 2. Projected LCFF Supplemental and/or Concentration Grants | 3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1) | LCFF Carryover — Percentage (Percentage from Prior Year) | Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %) | 4. Total Planned Contributing Expenditures (LCFF Funds) | 5. Total Planned Percentage of Improved Services (%) | Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5) | Totals by Type | Total LCFF Funds |
|---|---|---|---|---|---|---|---|---|---|
| 3297613 | 917231 | 27.815% | 0.000% | 27.815% | $1,237,083.13 | 0.000% | 37.515 % | **Total:** | $1,237,083.13 |
| | | | | | | | | **LEA-wide Total:** | $1,143,595.76 |
| | | | | | | | | **Limited Total:** | $93,487.37 |
| | | | | | | | | **Schoolwide Total:** | $92,182.45 |

| Goal | Action # | Action Title | Contributing to Increased or Improved Services? | Scope | Unduplicated Student Group(s) | Location | Planned Expenditures for Contributing Actions (LCFF Funds) | Planned Percentage of Improved Services (%) |
|---|---|---|---|---|---|---|---|---|
| 1 | 1.1 | Academic Assessment and Progress Monitoring | Yes | LEA-wide Schoolwide | English Learners Foster Youth Low Income | Specific Schools: The charter school/LEA | $92,182.45 | |
| 1 | 1.2 | Academic Supports | Yes | LEA-wide | English Learners Foster Youth Low Income | Specific Schools: The charter school/LEA | $409,538.22 | |
| 1 | 1.4 | Professional Development to Promote Academic Excellence | Yes | LEA-wide | English Learners Foster Youth Low Income | Specific Schools: The charter school/LEA | $109,888.09 | |
| 1 | 1.6 | Supports for English Learners | Yes | Limited to Unduplicated Student Group(s) | English Learners | Specific Schools: The charter school/LEA | $40,462.00 | |
| 1 | 1.7 | Additional Supports for Long-term English Learners | Yes | Limited to Unduplicated Student Group(s) | English Learners | Specific Schools: The charter school/LEA | $53,025.37 | |
| 1 | 1.9 | Supports for Homeless and/or Foster Youth | Yes | LEA-wide | English Learners Foster Youth | Specific Schools: The charter school/LEA | $25,710.75 | |
| 2 | 2.1 | Parent Engagement Activities | Yes | LEA-wide | English Learners Foster Youth | Specific Schools: The charter | $30,857.00 | |

| Goal | Action # | Action Title | Contributing to Increased or Improved Services? | Scope | Unduplicated Student Group(s) | Location | Planned Expenditures for Contributing Actions (LCFF Funds) | Planned Percentage of Improved Services (%) |
|---|---|---|---|---|---|---|---|---|
| | | | | | Low Income | school/LEA | | |
| 2 | 2.2 | Parent Communication Activities | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | $18,309.00 | |
| 3 | 3.1 | Community Engagement | Yes | LEA-wide | Low Income | Specific Schools: The charter school/LEA | $59,067.25 | |
| 3 | 3.2 | School Culture Activities | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | $162,964.87 | |
| 3 | 3.3 | Supports for Student Attendance and Engagement | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | $45,983.00 | |
| 3 | 3.4 | Supports for Student Behavior and Wellbeing | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | $189,095.13 | |

# 2025-26 Annual Update Table

| Totals | Last Year's Total Planned Expenditures (Total Funds) | Total Estimated Expenditures (Total Funds) |
|---|---|---|
| **Totals** | $1,837,231.09 | $1,874,975.89 |

| Last Year's Goal # | Last Year's Action # | Prior Action/Service Title | Contributed to Increased or Improved Services? | Last Year's Planned Expenditures (Total Funds) | Estimated Actual Expenditures (Input Total Funds) |
|---|---|---|---|---|---|
| **1** | **1.1** | Academic Assessment and Progress Monitoring | Yes | $76,920.33 | 77235.37 |
| **1** | **1.2** | Academic Supports | Yes | $570,406.54 | 592745.21 |
| **1** | **1.3** | Materials, Curriculum, & Supplies | No | $97,500.00 | 102120 |
| **1** | **1.4** | Professional Development to Promote Academic Excellence | Yes | $99,410.00 | 97899.75 |
| **1** | **1.5** | Safe and Secure Facilities | No | $101,120.75 | 101535.35 |
| **1** | **1.6** | Supports for English Learners | Yes | $140,449.00 | 143024.84 |
| **1** | **1.7** | Additional Supports for Long-term English Learners | Yes | $35,910.00 | 36057 |
| **1** | **1.8** | Supports for Students with Disabilities | No | $248,747.50 | 250766 |
| **1** | **1.9** | Supports for Homeless and/or Foster Youth | Yes | $18,012.00 | 19085 |
| **2** | **2.1** | Parent Engagement Activities | Yes | $33,134.00 | 35269 |
| **2** | **2.2** | Parent Communication Activities | Yes | $34,258.75 | 34399.21 |

| Last Year's Goal # | Last Year's Action # | Prior Action/Service Title | Contributed to Increased or Improved Services? | Last Year's Planned Expenditures (Total Funds) | Estimated Actual Expenditures (Input Total Funds) |
|---|---|---|---|---|---|
| | | | | | |
| 3 | 3.1 | Community Engagement | Yes | $21,134.22 | 20134.22 |
| 3 | 3.2 | School Culture Activities | Yes | $152,734.00 | 153360.21 |
| 3 | 3.3 | Supports for Student Attendance and Engagement | Yes | $33,926.00 | 34065.1 |
| 3 | 3.4 | Supports for Student Behavior and Wellbeing | Yes | $173,568.00 | 177279.63 |

# 2025-26 Contributing Actions Annual Update Table

| 6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount) | 4. Total Planned Contributing Expenditures (LCFF Funds) | 7. Total Estimated Expenditures for Contributing Actions (LCFF Funds) | Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4) | 5. Total Planned Percentage of Improved Services (%) | 8. Total Estimated Percentage of Improved Services (%) | Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8) |
|---|---|---|---|---|---|---|
| | $1,101,121.22 | $1,138,218.37 | ($37,097.15) | 0.000% | 0.000% | 0.000% |

| Last Year's Goal # | Last Year's Action # | Prior Action/Service Title | Contributing to Increased or Improved Services? | Last Year's Planned Expenditures for Contributing Actions (LCFF Funds) | Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds) | Planned Percentage of Improved Services | Estimated Actual Percentage of Improved Services (Input Percentage) |
|---|---|---|---|---|---|---|---|
| 1 | 1.1 | Academic Assessment and Progress Monitoring | Yes | $60,262.00 | 64235.37 | | |
| 1 | 1.2 | Academic Supports | Yes | $445,531.00 | 468745.21 | | |
| 1 | 1.4 | Professional Development to Promote Academic Excellence | Yes | $99,410.00 | 97899.75 | | |
| 1 | 1.6 | Supports for English Learners | Yes | $15,000.00 | 20000 | | |
| 1 | 1.7 | Additional Supports for Long-term English Learners | Yes | $35,910.00 | 36057.26 | | |
| 1 | 1.9 | Supports for Homeless and/or Foster Youth | Yes | $13,012.00 | 18085.85 | | |
| 2 | 2.1 | Parent Engagement Activities | Yes | $33,134.00 | 32269.85 | | |
| 2 | 2.2 | Parent Communication Activities | Yes | $17,500.00 | 18000 | | |
| 3 | 3.1 | Community Engagement | Yes | $21,134.22 | 21220.87 | | |
| 3 | 3.2 | School Culture Activities | Yes | $152,734.00 | 150360.21 | | |
| 3 | 3.3 | Supports for Student Attendance and Engagement | Yes | $33,926.00 | 34065 | | |
| 3 | 3.4 | Supports for Student Behavior and Wellbeing | Yes | $173,568.00 | 177279 | | |

# 2025-26 LCFF Carryover Table

| 9. Estimated Actual LCFF Base Grant (Input Dollar Amount) | 6. Estimated Actual LCFF Supplemental and/or Concentration Grants | LCFF Carryover — Percentage (Percentage from Prior Year) | 10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %) | 7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds) | 8. Total Estimated Actual Percentage of Improved Services (%) | 11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8) | 12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9) | 13. LCFF Carryover — Percentage (12 divided by 9) |
|---|---|---|---|---|---|---|---|---|
| 2850581 | | 0 | 0.000% | $1,138,218.37 | 0.000% | 39.929% | $0.00 | 0.000% |

# Local Control and Accountability Plan Instructions

Plan Summary

Engaging Educational Partners

Goals and Actions

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

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

# Introduction and Instructions

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

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

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (California Education Code [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.

- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.

- **Accountability and Compliance:** The LCAP serves an important accountability function because the nature of some LCAP template sections require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:

    - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, including long-term English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).

    - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).

        - **NOTE:** As specified in EC Section 62064(b)(1), the LCAP must provide a description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to EC Section 52052, to be achieved for each of the state priorities. Beginning in 2023–24, EC

Section 52052 identifies long-term English learners as a separate and distinct pupil subgroup with a numerical significance at 15 students.

- Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 52064[b][7]).
- Ensuring that all increases attributable to supplemental and concentration grant calculations, including concentration grant add-on funding and/or LCFF carryover, are reflected in the LCAP (EC sections 52064[b][6], [8], and [11]).

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

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

The revised LCAP template for the 2024–25, 2025–26, and 2026–27 school years reflects statutory changes made through Senate Bill 114 (Committee on Budget and Fiscal Review), Chapter 48, Statutes of 2023 and Senate Bill 153, Chapter 38, Statues of 2024.

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

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

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

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

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

# Plan Summary

## *Purpose*

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

# Requirements and Instructions

### General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA. LEAs may also provide information about their strategic plan, vision, etc.

Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA.

- For example, information about an LEA in terms of geography, enrollment, employment, the number and size of specific schools, recent community challenges, and other such information the LEA may wish to include can enable a reader to more fully understand the LEA's LCAP.
- LEAs may also provide information about their strategic plan, vision, etc.
- As part of this response, identify all schools within the LEA receiving Equity Multiplier funding.

### Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Reflect on the LEA's annual performance on the Dashboard and local data. This may include both successes and challenges identified by the LEA during the development process.

LEAs are encouraged to highlight how they are addressing the identified needs of student groups, and/or schools within the LCAP as part of this response.

As part of this response, the LEA must identify the following, which will remain unchanged during the three-year LCAP cycle:

- Any school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;
- Any student group within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard; and/or
- Any student group within a school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard.

*EC* Section 52064.4 requires that an LEA that has unexpended Learning Recovery Emergency Block Grant (LREBG) funds must include one or more actions funded with LREBG funds within the 2026-27, 2026-27 and 2027-28 LCAPs, as applicable to the LEA. To implement the requirements of *EC* Section 52064.4, all LEAs must do the following:

- For the 2025–26, 2026–27, and 2027–28 LCAP years, identify whether or not the LEA has unexpended LREBG funds for the applicable LCAP year.
    - If the LEA has unexpended LREBG funds the LEA must provide the following:
        - The goal and action number for each action that will be funded, either in whole or in part, with LREBG funds; and
        - An explanation of the rationale for selecting each action funded with LREBG funds. This explanation must include:
            - An explanation of how the action is aligned with the allowable uses of funds identified in *EC* Section 32526(c)(2); and
            - An explanation of how the action is expected to address the area(s) of need of students and schools identified in the needs assessment required by *EC* Section 32526(d).
                - For information related to the allowable uses of funds and the required needs assessment, please see the Program Information tab on the LREBG Program Information web page.
            - Actions may be grouped together for purposes of these explanations.
            - The LEA may provide these explanations as part of the action description rather than as part of the Reflections: Annual Performance.
    - If the LEA does not have unexpended LREBG funds, the LEA is not required to conduct the needs assessment required by *EC* Section 32627(d), to provide the information identified above or to include actions funded with LREBG funds within the 2026-27, 2026-27 and 2027-28 LCAPs.

**Reflections: Technical Assistance**

As applicable, a summary of the work underway as part of technical assistance.

Annually identify the reason(s) the LEA is eligible for or has requested technical assistance consistent with EC sections 47607.3, 52071, 52071.5, 52072, or 52072.5, and provide a summary of the work underway as part of receiving technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance, however this also includes LEAs that have requested technical assistance from their COE.

- If the LEA is not eligible for or receiving technical assistance, the LEA may respond to this prompt as “Not Applicable.”

**Comprehensive Support and Improvement**

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

### Schools Identified

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

- Identify the schools within the LEA that have been identified for CSI.

### Support for Identified Schools

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

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

### Monitoring and Evaluating Effectiveness

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

- Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

# Engaging Educational Partners

## *Purpose*

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

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

# Requirements

## *Requirements*

**School districts and COEs:** *EC* Section 52060(g) and *EC* Section 52066(g) specify the educational partners that must be consulted when developing the LCAP:

- Teachers,



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- Principals,
- Administrators,
- Other school personnel,
- Local bargaining units of the LEA,
- Parents, and
- Students

A school district or COE receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Before adopting the LCAP, school districts and COEs must share it with the applicable committees, as identified below under Requirements and Instructions. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

**Charter schools:** *EC* Section 47606.5(d) requires that the following educational partners be consulted with when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Parents, and
- Students

A charter school receiving Equity Multiplier funds must also consult with educational partners at the school generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for the school.

The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals. Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the CDE's LCAP webpage.

Before the governing board/body of an LEA considers the adoption of the LCAP, the LEA must meet the following legal requirements:

- For school districts, see *Education Code* Section 52062;
    - **Note:** Charter schools using the LCAP as the School Plan for Student Achievement must meet the requirements of *EC* Section 52062(a).
- For COEs, see *Education Code* Section 52068; and
- For charter schools, see *Education Code* Section 47606.5.


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- **NOTE:** As a reminder, the superintendent of a school district or COE must respond, in writing, to comments received by the applicable committees identified in the *Education Code* sections listed above. This includes the parent advisory committee and may include the English learner parent advisory committee and, as of July 1, 2024, the student advisory committee, as applicable.

## *Instructions*

Respond to the prompts as follows:

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Complete the table as follows:

Educational Partners

Identify the applicable educational partner(s) or group(s) that were engaged in the development of the LCAP.

Process for Engagement

Describe the engagement process used by the LEA to involve the identified educational partner(s) in the development of the LCAP. At a minimum, the LEA must describe how it met its obligation to consult with all statutorily required educational partners, as applicable to the type of LEA.

- A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to engaging its educational partners.

- An LEA receiving Equity Multiplier funds must also include a summary of how it consulted with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Describe any goals, metrics, actions, or budgeted expenditures in the LCAP that were influenced by or developed in response to the educational partner feedback.

- A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.

- An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the adopted LCAP.

- For the purposes of this prompt, this may also include, but is not necessarily limited to:
    - Inclusion of a goal or decision to pursue a Focus Goal (as described below)
    - Inclusion of metrics other than the statutorily required metrics
    - Determination of the target outcome on one or more metrics
    - Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
    - Inclusion of action(s) or a group of actions
    - Elimination of action(s) or group of actions
    - Changes to the level of proposed expenditures for one or more actions
    - Inclusion of action(s) as contributing to increased or improved services for unduplicated students
    - Analysis of effectiveness of the specific actions to achieve the goal
    - Analysis of material differences in expenditures
    - Analysis of changes made to a goal for the ensuing LCAP year based on the annual update process
    - Analysis of challenges or successes in the implementation of actions

# Goals and Actions

## *Purpose*

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

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

## *Requirements and Instructions*

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

is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students, and to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard.

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

- Focus Goal: A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
    - All Equity Multiplier goals must be developed as focus goals. For additional information, see Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding below.
- Broad Goal: A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- Maintenance of Progress Goal: A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

**Requirement to Address the LCFF State Priorities**

At a minimum, the LCAP must address all LCFF priorities and associated metrics articulated in *EC* sections 52060(d) and 52066(d), as applicable to the LEA. The *LCFF State Priorities Summary* provides a summary of *EC* sections 52060(d) and 52066(d) to aid in the development of the LCAP.

Respond to the following prompts, as applicable:

## Focus Goal(s)

### Description

The description provided for a Focus Goal must be specific, measurable, and time bound.

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

### Type of Goal

Identify the type of goal being implemented as a Focus Goal.

### State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

## Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding

Description

LEAs receiving Equity Multiplier funding must include one or more focus goals for each school generating Equity Multiplier funding. In addition to addressing the focus goal requirements described above, LEAs must adhere to the following requirements.

Focus goals for Equity Multiplier schoolsites must address the following:

(A) All student groups that have the lowest performance level on one or more state indicators on the Dashboard, and

(B) Any underlying issues in the credentialing, subject matter preparation, and retention of the school's educators, if applicable.

- Focus Goals for each and every Equity Multiplier schoolsite must identify specific metrics for each identified student group, as applicable.
- An LEA may create a single goal for multiple Equity Multiplier schoolsites if those schoolsites have the same student group(s) performing at the lowest performance level on one or more state indicators on the Dashboard or, experience similar issues in the credentialing, subject matter preparation, and retention of the school's educators.
    - When creating a single goal for multiple Equity Multiplier schoolsites, the goal must identify the student groups and the performance levels on the Dashboard that the Focus Goal is addressing; or,
    - The common issues the schoolsites are experiencing in credentialing, subject matter preparation, and retention of the school's educators, if applicable.

Type of Goal

Identify the type of goal being implemented as an Equity Multiplier Focus Goal.

State Priorities addressed by this goal.


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Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.
- In addition to this information, the LEA must also identify:
    - The school or schools to which the goal applies

LEAs are encouraged to approach an Equity Multiplier goal from a wholistic standpoint, considering how the goal might maximize student outcomes through the use of LCFF and other funding in addition to Equity Multiplier funds.

- Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the Expanded Learning Opportunities Program (ELO-P), the Literacy Coaches and Reading Specialists (LCRS) Grant Program, and/or the California Community Schools Partnership Program (CCSPP).
- This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

**Note:** *EC* Section 42238.024(b)(1) requires that Equity Multiplier funds be used for the provision of evidence-based services and supports for students. Evidence-based services and supports are based on objective evidence that has informed the design of the service or support and/or guides the modification of those services and supports. Evidence-based supports and strategies are most commonly based on educational research and/or metrics of LEA, school, and/or student performance.

## Broad Goal

Description

Describe what the LEA plans to achieve through the actions included in the goal.

- The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal.

- The goal description organizes the actions and expected outcomes in a cohesive and consistent manner.
- A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Type of Goal

Identify the type of goal being implemented as a Broad Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

## Maintenance of Progress Goal

Description

Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP.

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

Type of Goal

Identify the type of goal being implemented as a Maintenance of Progress Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain how the actions will sustain the progress exemplified by the related metrics.

## Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes.

- LEAs must identify metrics for specific student groups, as appropriate, including expected outcomes that address and reduce disparities in outcomes between student groups.
- The metrics may be quantitative or qualitative; but at minimum, an LEA's LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year, as applicable to the type of LEA.
- To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant local indicator self-reflection tools within the Dashboard.
- **Required metrics for LEA-wide actions:** For each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
    - These required metrics may be identified within the action description or the first prompt in the increased or improved services section, however the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.
- **Required metrics for Equity Multiplier goals**: For each Equity Multiplier goal, the LEA must identify:
    - The specific metrics for each identified student group at each specific schoolsite, as applicable, to measure the progress toward the goal, and/or
    - The specific metrics used to measure progress in meeting the goal related to credentialing, subject matter preparation, or educator retention at each specific schoolsite.
- **Required metrics for actions supported by LREBG funds**: To implement the requirements of *EC* Section 52064.4, LEAs with unexpended LREBG funds must include at least one metric to monitor the impact of each action funded with LREBG funds included in the goal.
    - The metrics being used to monitor the impact of each action funded with LREBG funds are not required to be new metrics; they may be metrics that are already being used to measure progress towards goals and actions included in the LCAP.

Complete the table as follows:

Metric #

- Enter the metric number.

Metric

- Identify the standard of measure being used to determine progress towards the goal and/or to measure the effectiveness of one or more actions associated with the goal.

## Baseline

- Enter the baseline when completing the LCAP for 2024–25.
    - Use the most recent data associated with the metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2023 Dashboard for the baseline of a metric only if that data represents the most recent available data (e.g., high school graduation rate).
    - Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS.
    - Indicate the school year to which the baseline data applies.
    - The baseline data must remain unchanged throughout the three-year LCAP.
        - This requirement is not intended to prevent LEAs from revising the baseline data if it is necessary to do so. For example, if an LEA identifies that its data collection practices for a particular metric are leading to inaccurate data and revises its practice to obtain accurate data, it would also be appropriate for the LEA to revise the baseline data to align with the more accurate data process and report its results using the accurate data.
        - If an LEA chooses to revise its baseline data, then, at a minimum, it must clearly identify the change as part of its response to the description of changes prompt in the Goal Analysis for the goal. LEAs are also strongly encouraged to involve their educational partners in the decision of whether or not to revise a baseline and to communicate the proposed change to their educational partners.
    - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a new baseline each year, as applicable.

## Year 1 Outcome

- When completing the LCAP for 2025–26, enter the most recent data available. Indicate the school year to which the data applies.
    - Note for Charter Schools: Charter schools developing a one-year LCAP may provide the Year 1 Outcome when completing the LCAP for both 2025–26 and 2026–27 or may provide the Year 1 Outcome for 2025–26 and provide the Year 2 Outcome for 2026–27.

## Year 2 Outcome

- When completing the LCAP for 2026–27, enter the most recent data available. Indicate the school year to which the data applies.

- Note for Charter Schools: Charter schools developing a one-year LCAP may identify the Year 2 Outcome as not applicable when completing the LCAP for 2026–27 or may provide the Year 2 Outcome for 2026–27.

### Target for Year 3 Outcome

- When completing the first year of the LCAP, enter the target outcome for the relevant metric the LEA expects to achieve by the end of the three-year LCAP cycle.
    - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a Target for Year 1 or Target for Year 2, as applicable.

### Current Difference from Baseline

- When completing the LCAP for 2025–26 and 2026–27, enter the current difference between the baseline and the yearly outcome, as applicable.
    - Note for Charter Schools: Charter schools developing a one- or two-year LCAP will identify the current difference between the baseline and the yearly outcome for Year 1 and/or the current difference between the baseline and the yearly outcome for Year 2, as applicable.

Timeline for school districts and COEs for completing the "**Measuring and Reporting Results**" part of the Goal.

| Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|---|---|---|---|---|---|
| Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric. | Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric. | Enter information in this box when completing the LCAP for **2025–26**. Leave blank until then. | Enter information in this box when completing the LCAP for **2026–27**. Leave blank until then. | Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric. | Enter information in this box when completing the LCAP for **2025–26** and **2026–27**. Leave blank until then. |

## Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective towards achieving the goal. "Effective" means the degree to which the planned actions were successful in producing the target result. Respond to the prompts as instructed.

**Note:** When completing the 2024–25 LCAP, use the 2023–24 Local Control and Accountability Plan Annual Update template to complete the Goal Analysis and identify the Goal Analysis prompts in the 2024–25 LCAP as "Not Applicable."

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

- Describe the overall implementation of the actions to achieve the articulated goal, including relevant challenges and successes experienced with implementation.
    - Include a discussion of relevant challenges and successes experienced with the implementation process.
    - This discussion must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

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

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

- Describe the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal. “Effectiveness” means the degree to which the actions were successful in producing the target result and “ineffectiveness” means that the actions did not produce any significant or targeted result.
    - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
    - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
    - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

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

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
    - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:

- The reasons for the ineffectiveness, and
- How changes to the action will result in a new or strengthened approach.

## Actions:

Complete the table as follows. Add additional rows as necessary.

Action #

- Enter the action number.

Title

- Provide a short title for the action. This title will also appear in the action tables.

Description

- Provide a brief description of the action.
    - For actions that contribute to meeting the increased or improved services requirement, the LEA may include an explanation of how each action is principally directed towards and effective in meeting the LEA's goals for unduplicated students, as described in the instructions for the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.
    - As previously noted, for each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
    - These required metrics may be identified within the action description or the first prompt in the increased or improved services section; however, the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

Total Funds

- Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the action tables.

Contributing

- Indicate whether the action contributes to meeting the increased or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No.
    - **Note:** for each such contributing action, the LEA will need to provide additional information in the Increased or Improved Services section to address the requirements in *California Code of Regulations*, Title 5 [5 *CCR*] Section 15496 in the Increased or Improved Services section of the LCAP.

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

## Required Actions

### For English Learners and Long-Term English Learners

- LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:
    - Language acquisition programs, as defined in *EC* Section 306, provided to students, and
    - Professional development for teachers.
    - If an LEA has both 30 or more English learners and 15 or more long-term English learners, the LEA must include actions for both English learners and long-term English learners.

### For Technical Assistance

- LEAs eligible for technical assistance pursuant to *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, must include specific actions within the LCAP related to its implementation of the work underway as part of technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance.

### For Lowest Performing Dashboard Indicators

- LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions within the LCAP:
    - The specific action(s) must be directed towards the identified student group(s) and/or school(s) and must address the identified state indicator(s) for which the student group or school received the lowest performance level on the 2023 Dashboard. Each student group and/or school that receives the lowest performance level on the 2023 Dashboard must be addressed by one or more actions.
    - These required actions will be effective for the three-year LCAP cycle.

### For LEAs With Unexpended LREBG Funds

- To implement the requirements of *EC* Section 52064.4, LEAs with unexpended LREBG funds must include one or more actions supported with LREBG funds within the 2025–26, 2026–27, and 2027–28 LCAPs, as applicable to the LEA. Actions funded with LREBG funds must remain in the LCAP until the LEA has expended the remainder of its LREBG funds, after which time the actions may be removed from the LCAP.
    - Prior to identifying the actions included in the LCAP the LEA is required to conduct a needs assessment pursuant to *EC* Section 32526(d). For information related to the required needs assessment please see the Program Information tab on the LREBG

Program Information web page. Additional information about the needs assessment and evidence-based resources for the LREBG may be found on the California Statewide System of Support LREBG Resources web page. The required LREBG needs assessment may be part of the LEAs regular needs assessment for the LCAP if it meets the requirements of *EC* Section 32627(d).

- School districts receiving technical assistance and COEs providing technical assistance are encouraged to use the technical assistance process to support the school district in conducting the required needs assessment, the selection of actions funded by the LREBG and/or the evaluation of implementation of the actions required as part of the LCAP annual update process.
- As a reminder, LREBG funds must be used to implement one or more of the purposes articulated in *EC* Section 32526(c)(2).
- LEAs with unexpended LREBG funds must include one or more actions supported by LREBG funds within the LCAP. For each action supported by LREBG funding the action description must:
  - Identify the action as an LREBG action;
  - Include an explanation of how research supports the selected action;
  - Identify the metric(s) being used to monitor the impact of the action; and
  - Identify the amount of LREBG funds being used to support the action.

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

## *Purpose*

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students as defined in *EC* Section 42238.02 in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

Please Note: For the purpose of meeting the Increased or Improved Services requirement and consistent with *EC* Section 42238.02, long-term English learners are included in the English learner student group.

### Statutory Requirements

An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the increase in funding it receives based on the number and concentration of unduplicated students in the LEA (*EC* Section 42238.07[a][1], *EC*

Section 52064[b][8][B]; 5 *CCR* Section 15496[a]). This proportionality percentage is also known as the "minimum proportionality percentage" or "MPP." The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the identification of a Planned Percentage of Improved Services as documented in the Contributing Actions Table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are identified in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided across the entire LEA (LEA-wide action), provided to an entire school (Schoolwide action), or solely provided to one or more unduplicated student group(s) (Limited action).

Therefore, for *any* action contributing to meet the increased or improved services requirement, the LEA must include an explanation of:

- How the action is increasing or improving services for the unduplicated student group(s) (Identified Needs and Action Design), and
- How the action meets the LEA's goals for its unduplicated pupils in the state and any local priority areas (Measurement of Effectiveness).

### LEA-wide and Schoolwide Actions

In addition to the above required explanations, LEAs must provide a justification for why an LEA-wide or Schoolwide action is being provided to all students and how the action is intended to improve outcomes for unduplicated student group(s) as compared to all students.

- Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.

- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

### For School Districts Only

Actions provided on an **LEA-wide** basis at **school districts with an unduplicated pupil percentage of less than 55 percent** must also include a description of how the actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions provided on a **Schoolwide** basis for **schools with less than 40 percent enrollment of unduplicated pupils** must also include a description of how these actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

## *Requirements and Instructions*

Complete the tables as follows:

Total Projected LCFF Supplemental and/or Concentration Grants

- Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of foster youth, English learner, and low-income students. This amount includes the Additional 15 percent LCFF Concentration Grant.

Projected Additional 15 percent LCFF Concentration Grant

- Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year

- Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

LCFF Carryover — Percentage

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

LCFF Carryover — Dollar

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

Total Percentage to Increase or Improve Services for the Coming School Year

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

***Required Descriptions:***

**LEA-wide and Schoolwide Actions**

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

If the LEA has provided this required description in the Action Descriptions, state as such within the table.

Complete the table as follows:

**Identified Need(s)**

Provide an explanation of the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed.

An LEA demonstrates how an action is principally directed towards an unduplicated student group(s) when the LEA explains the need(s), condition(s), or circumstance(s) of the unduplicated student group(s) identified through a needs assessment and how the action addresses them. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

### How the Action(s) are Designed to Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis

Provide an explanation of how the action as designed will address the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis.

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

### Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

**Note for COEs and Charter Schools**: In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

### Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

If the LEA has provided the required descriptions in the Action Descriptions, state as such.

Complete the table as follows:

### Identified Need(s)

Provide an explanation of the unique need(s) of the unduplicated student group(s) being served identified through the LEA's needs assessment. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

### How the Action(s) are Designed to Address Need(s)

Provide an explanation of how the action is designed to address the unique identified need(s) of the unduplicated student group(s) being served.

## Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

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

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.

- When identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

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

## Additional Concentration Grant Funding

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

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

Provide the following descriptions, as applicable to the LEA:

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

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

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

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

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.

    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.

    - The staff-to-student ratio must be based on the number of full-time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.

- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.

    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.

    - The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

# Action Tables

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

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

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

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2024–25 LCAP, 2024–25 will be the coming LCAP Year and 2023–24 will be the current LCAP Year.

## *Total Planned Expenditures Table*

In the Total Planned Expenditures Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year**: Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant**: Provide the total amount estimated LCFF entitlement for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 *CCR* Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs.

  See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.
- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 *CCR* Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover —

Percentage. ***This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.***

- **Goal #**: Enter the LCAP Goal number for the action.
- **Action #**: Enter the action's number as indicated in the LCAP Goal.
- **Action Title**: Provide a title of the action.
- **Student Group(s)**: Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services requirement; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services requirement.
- If "Yes" is entered into the Contributing column, then complete the following columns:
    - **Scope**: The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
    - **Unduplicated Student Group(s)**: Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
    - **Location**: Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span**: Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- **Total Personnel**: Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel**: This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

- **LCFF Funds**: Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
    - **Note:** For an action to contribute towards meeting the increased or improved services requirement, it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds**: Enter the total amount of Other State Funds utilized to implement this action, if any.
    - **Note:** Equity Multiplier funds must be included in the "Other State Funds" category, not in the "LCFF Funds" category. As a reminder, Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the ELO-P, the LCRS, and/or the CCSPP. This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LEA's LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.
- **Local Funds**: Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds**: Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds**: This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services**: For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
    - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

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

## *Contributing Actions Table*

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

## *Annual Update Table*

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

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

## *Contributing Actions Annual Update Table*

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

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

## *LCFF Carryover Table*

- **9. Estimated Actual LCFF Base Grant**: Provide the total amount of estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program,

the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 *CCR* Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs. See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 *CCR* Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

## *Calculations in the Action Tables*

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

### Contributing Actions Table

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

### Contributing Actions Annual Update Table

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

- **6. Estimated Actual LCFF Supplemental and Concentration Grants**

- This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on the number and concentration of unduplicated students in the current school year.

- **4. Total Planned Contributing Expenditures (LCFF Funds)**
  - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds).
- **7. Total Estimated Actual Expenditures for Contributing Actions**
  - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds).
- **Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)**
  - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4).
- **5. Total Planned Percentage of Improved Services (%)**
  - This amount is the total of the Planned Percentage of Improved Services column.
- **8. Total Estimated Actual Percentage of Improved Services (%)**
  - This amount is the total of the Estimated Actual Percentage of Improved Services column.
- **Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)**
  - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8).

## LCFF Carryover Table

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

- If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

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

- **13. LCFF Carryover — Percentage (12 divided by 9)**

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

California Department of Education
November 2024

# Coversheet

## Review and Consideration of Adoption of Local Control Accountability Plan (LCAP) - Richmond Charter Elementary - Benito Juarez

**Section:** V. Business ll
**Item:** O. Review and Consideration of Adoption of Local Control Accountability Plan (LCAP) - Richmond Charter Elementary - Benito Juarez
**Purpose:** Vote
**Submitted by:**
**Related Material:** 2026-27_BJE_LCAP_Board_2026.06.11.pdf

BACKGROUND:

The Local Control and Accountability Plan (LCAP) is a three-year planning document required by the State of California that outlines the school's goals, actions, services, and expenditures designed to improve student outcomes and address state and local priorities. The LCAP is updated annually and developed through a process that includes stakeholder engagement with families, students, staff, and community members.

The 2026–2027 LCAP reflects stakeholder input, analysis of student performance data, and alignment with the school's mission, strategic priorities, and budget.

RECOMMENDATION:

Staff recommends that the Board of Directors review and approve the 2026–2027 Local Control and Accountability Plan (LCAP) as presented.

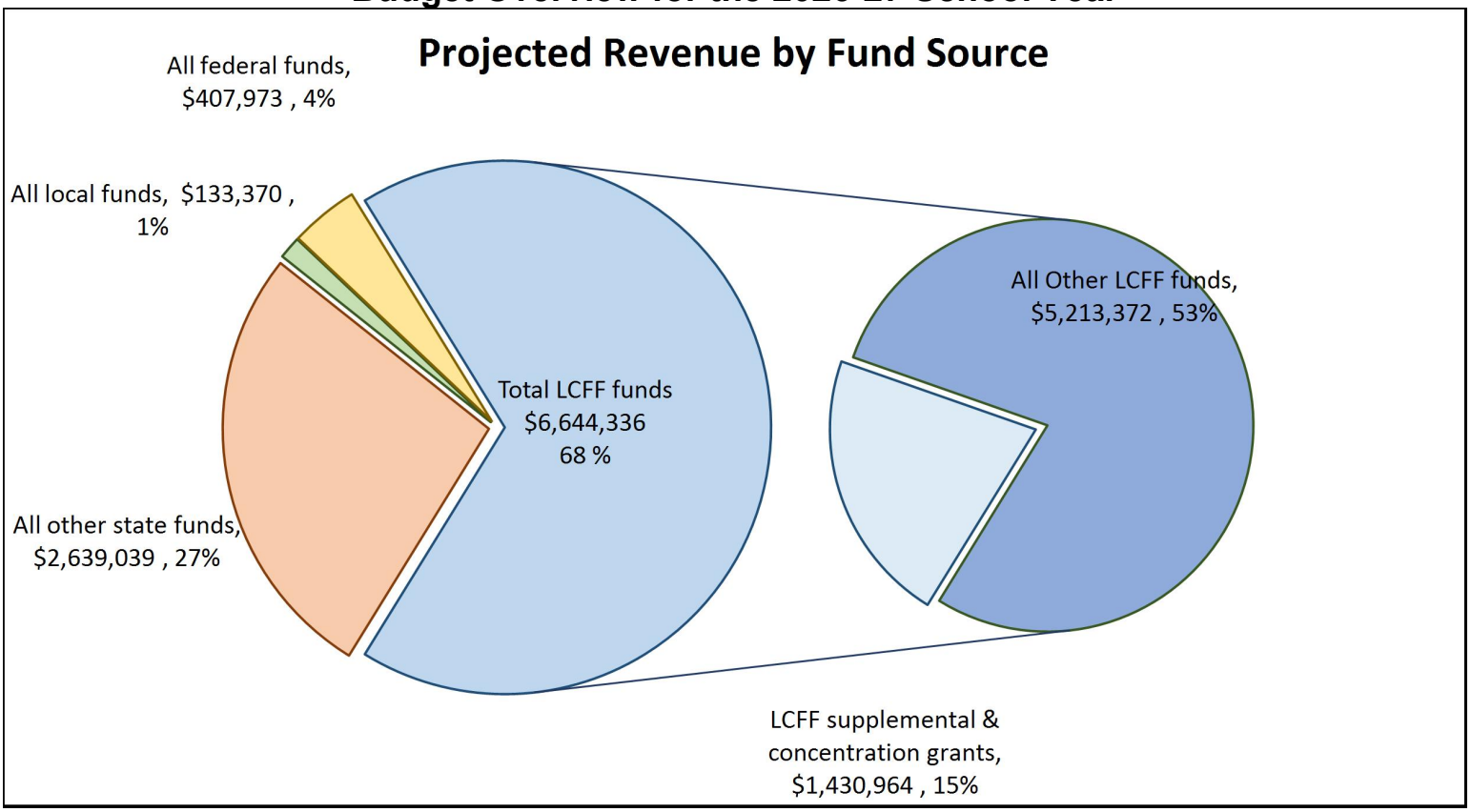
# LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Richmond Charter Elementary - Benito Juarez Elementary
CDS Code: 07617960129643
School Year: 2026-27
LEA contact information:
Dr. LaSonya Michelle Walker
Site Director

510-722-1179

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

## Budget Overview for the 2026-27 School Year

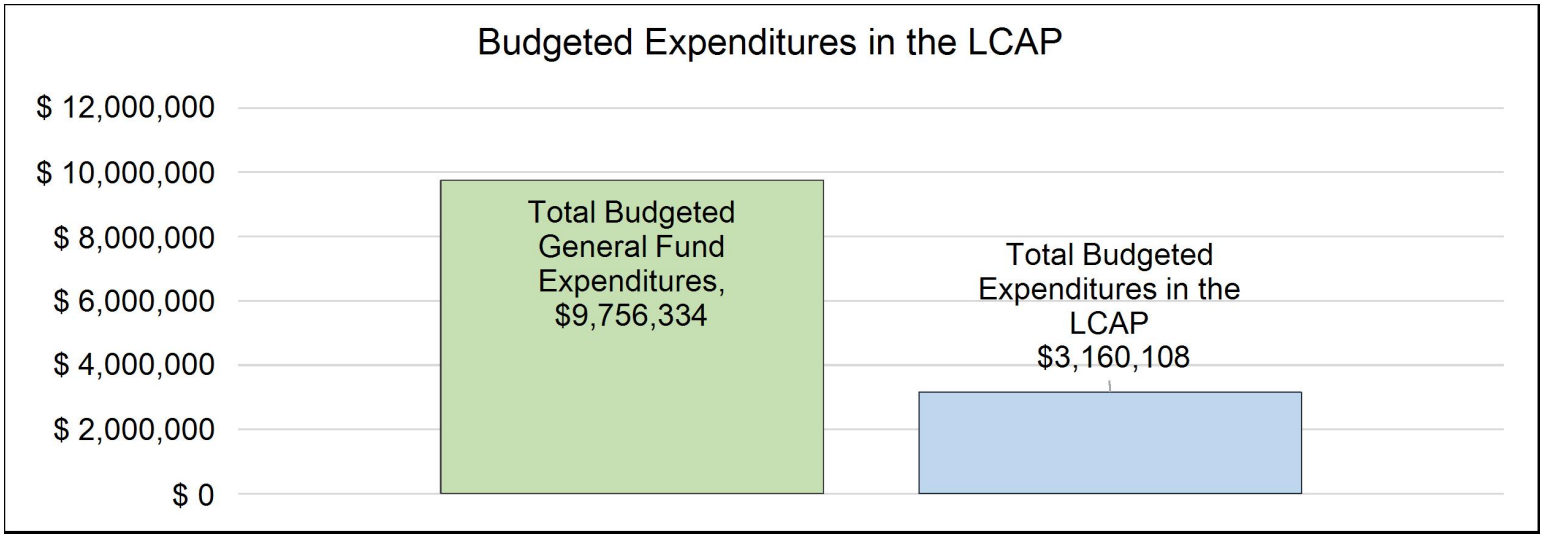



This chart shows the total general purpose revenue Richmond Charter Elementary - Benito Juarez Elementary expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Richmond Charter Elementary - Benito Juarez Elementary is $9,824,718, of which $6644336 is Local Control Funding Formula (LCFF), $2639039 is other state funds, $133370 is local funds, and $407973 is federal funds. Of the $6644336 in LCFF Funds, $1430964 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

# LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.




This chart provides a quick summary of how much Richmond Charter Elementary - Benito Juarez Elementary plans to spend for 2026-27. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Richmond Charter Elementary - Benito Juarez Elementary plans to spend $9756334 for the 2026-27 school year. Of that amount, $3160108.12 is tied to actions/services in the LCAP and $6,596,225.88 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

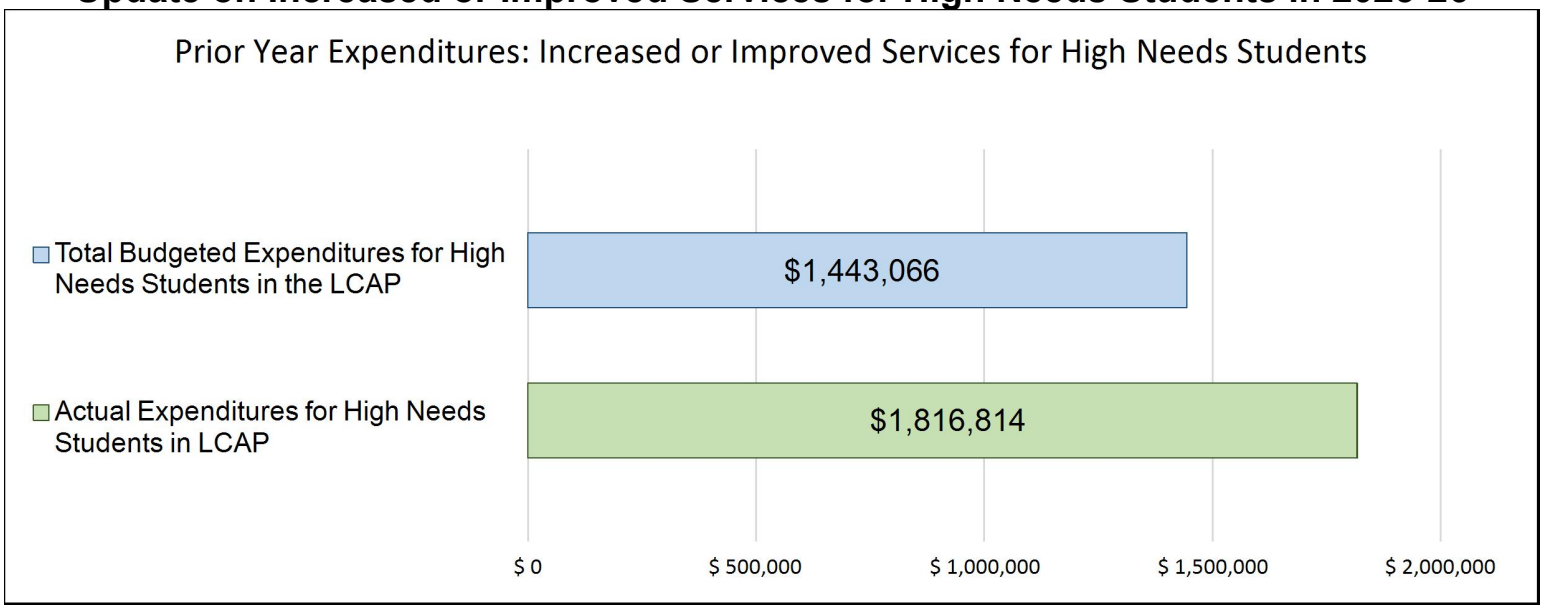
Expenditures reflected in the budget but not explicitly detailed in the LCAP represent other educational, operational and administrative costs necessary to support the overall functioning of the school

## Increased or Improved Services for High Needs Students in the LCAP for the 2026-27 School Year

In 2026-27, Richmond Charter Elementary - Benito Juarez Elementary is projecting it will receive $1430964 based on the enrollment of foster youth, English learner, and low-income students. Richmond Charter Elementary - Benito Juarez Elementary must describe how it intends to increase or improve services for high needs students in the LCAP. Richmond Charter Elementary - Benito Juarez Elementary plans to spend $1737272.73 towards meeting this requirement, as described in the LCAP.

# LCFF Budget Overview for Parents

## Update on Increased or Improved Services for High Needs Students in 2025-26




This chart compares what Richmond Charter Elementary - Benito Juarez Elementary budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Richmond Charter Elementary - Benito Juarez Elementary estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2025-26, Richmond Charter Elementary - Benito Juarez Elementary's LCAP budgeted $1443066.23 for planned actions to increase or improve services for high needs students. Richmond Charter Elementary - Benito Juarez Elementary actually spent $1816813.8 for actions to increase or improve services for high needs students in 2025-26.

# Local Control and Accountability Plan

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

| Local Educational Agency (LEA) Name | Contact Name and Title | Email and Phone |
|---|---|---|
| Richmond Charter Elementary - Benito Juarez Elementary | Dr. LaSonya Michelle Walker<br>Site Director | lawalker@amethodschools.org,<br>510-722-1179 |

# Plan Summary [2026-27]

## General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA. LEAs may also provide information about their strategic plan, vision, etc.

At Benito Juarez Elementary (BJE), we are committed to our students' academic success and developing a strong community of learners. BJE is one of six schools under the Amethod Public Schools (AMPS) charter management organization. AMPS is a 501 (c)(3) nonprofit organization that was founded in Oakland with the intent to create charter schools that reduce the academic achievement disparity that exists among the different student subgroups. The organization’s flagship school, Oakland Charter Academy, founded in 1993, is the oldest charter school in the City of Oakland, and the 14th school chartered in the state of California. For thirty years, AMPS has been serving thousands of Bay Area families through a small-scale school model focused on equipping students with the skills of diligence and personal responsibility. AMPS demonstrates through strong academic results that any child can be successful if they receive a high-quality, personalized education. Established in 2014, BJE is located in the beautiful Marina Bay area of Richmond, CA and serves 459 K-5th grade students in the 2025-2026 school year.

BJE takes the name of the hero and first president of Mexico: Benito Juarez, and we emanate his core values by building community pride in the City of Richmond. We believe in fostering a culture of hard work and preparing our students in a manner that will help them excel in life and attend the college of their dreams. BJE is open to all students who wish to attend, but seeks to serve families that have an income below the federal poverty line. BJE families take pride in their communities and strive to improve those around them. Education is a top priority for our families as many of our scholars are first generation high school graduates. In the 2024-25 school year, BJE served 83.3% socioeconomically disadvantaged students, 49.2% English learners, and 9% students with disabilities. Almost all students identify as students of color, including 89.2% that identify as Hispanic/Latino, 2.4% as African-American/Black, and 2% as two or more races.

At BJE, we believe all students can succeed in a rigorous college-prep environment when provided with effective educators, personalized attention, and a disciplined commitment to academics. We use research-based teaching methodologies that emphasize the fundamentals; enhanced by technology, problem solving, cooperative learning, and critical thinking skills. Our academic program instills a love of learning that carries our students throughout their life. BJE offers students a wide range of extended learning opportunities. We also offer daily after-school activities including music and our homework club.

BJE supports student excellence through our Multi-Tiered System of Supports (MTSS), which ensures that students are met at their current level and provided with the personalized academic, behavioral, health, and other supports they need. BJE has a network of paraprofessional educators and tutors who offer individualized academic support and keep in touch with families to provide regular support, encouragement, and feedback. Student progress is measured continually, with grade-level meetings held monthly to share best practices, discuss possible intervention methods, and create action plans for teachers and students. Families are an integral part of our school and throughout the year we invite them to events including school carnivals, book fairs, food drives, festivals, sports events, student conferences, volunteer days and more.

# Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

In analyzing the school's data from the past year, including both dashboard data and local measures, we identified significant areas of progress alongside persistent challenges. While standardized testing results still sit below our ultimate goals, we are seeing a positive upward trend in several key areas.

Academic Performance & Curriculum
BJE has shown measurable improvement in core academic areas compared to the previous year. Most notably, the school moved away from the "Red" indicators seen in 2023: English Language Arts (ELA): The school moved from Red to Yellow, with an overall increase of 5.9 points. While we remain 65 points below standard, the shift indicates our curriculum updates are beginning to take hold. Mathematics: Similar to ELA, Math is now in the Yellow category, having increased by 10.6 points.

English Learner Progress: This is a major success story for the current year. Our English Learner Progress moved to Green, with 50% of students making progress, representing a substantial increase of 15.6%.
To sustain this, we continue to utilize the i-Ready ELA curriculum and a robust Response to Intervention (RTI) program. Our English learners, who make up 49.2% of our 480 students, benefit from targeted support via Lexia and routine scaffolding. These efforts are critical as 83.3% of our population is identified as socioeconomically disadvantaged.

Engagement & Climate
While we have met standards for local indicators—including Basics (Teachers, Materials, Facilities), Parent and Family Engagement, and Local Climate Survey—we continue to navigate challenges in student attendance.

Chronic Absenteeism: This remains a priority area, currently at the Orange level. While the rate declined slightly by 1.1%, the total percentage of chronically absent students stands at 35.2%. We are intensifying our engagement strategies to meet our long-term LCAP goals.

Suspension Rate: We achieved an exemplary Blue indicator in this category. The suspension rate declined by 1.4% to an incredibly low 0.2%, far exceeding our previous goals and maintaining a safe, welcoming environment for all students.

# Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

As applicable, a summary of the work underway as part of technical assistance. Not applicable; the LEA is not eligible for technical assistance.

# Comprehensive Support and Improvement

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

## *Schools Identified*

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

Not applicable; the LEA is not eligible for CSI.

## *Support for Identified Schools*

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

Not applicable; the LEA is not eligible for CSI.

## *Monitoring and Evaluating Effectiveness*

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

Not applicable; the LEA is not eligible for CSI.

# Engaging Educational Partners

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

| Educational Partner(s) | Process for Engagement |
|---|---|
| All educational partners including teachers, staff, parents, students, community members, and the Board | hroughout the year during regular meetings of the Board, all stakeholders are invited to participate in meetings discussing the school's academic progress, ongoing programs and activities, and budget updates. All these discussions are used to inform the development and updates within the LCAP.<br><br>In February 2026, school site leaders presented a mid-year update on all LCAP goals, available metric outcomes data, actions implementation data, and expenditures data for the current school year. Members of the school community, and community at large, were invited to hear the presentation and provide input via public comment. |
| Teachers, administrators, and other school personnel | In spring 2026, the school consulted with teachers and staff during a Family, Student, and Teacher meeting (which functions as the School Site Council) to collect input<br>Every Friday we host staff meetings that focus on professional development and housekeeping topics. Data progress is covered during PLC (Professional Learning Community) meetings every Tuesday. We use these methods to engage school staff across all levels. |

| Educational Partner(s) | Process for Engagement |
|---|---|
| Parents, including parents of English learners, other unduplicated pupils, and students with disabilities | In spring 2026, the school consulted with parents during a Family, Student, and Teacher meeting (which functions as the School Site Council) to collect input.<br>Family, Student, and Teacher (FST) meetings take place Quarterly Parents are invited to attend and share any questions, comments or concerns they may have. We utilize newsletters and monthly parent meetings (Coffee with the Principal and FST).<br><br>Consistent communication about school plans and programs are sent via ParentSquare and annual surveys are given towards the end of the year. We use these methods to engage parents of all students. |
| Students | In spring 2026, the school consulted with students during a Family, Student, and Teacher meeting (which functions as the School Site Council) to collect input<br>RCA holds assemblies quarterly to celebrate honor roll students (those who've earned A's and B's on their report cards) as well as Student of the Month and perfect attendance. We also have bi-weekly club days as a PBIS incentive for good behavior. We use these methods to engage our student body. |
| SELPA | In spring 2026, the school share the LCAP with our SELPA to collect feedback For details on our program and supports for students with disabilities. |

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

This LCAP was developed in collaboration with our entire school community and was influenced in numerous ways, from the development of our three goals to the actions and expenditures dedicated to achieving each goal. More specifically, the actions in the LCAP were influenced based upon the below specific feedback from educational partners:
Teachers have expressed the desire to receive professional development for the proper process of instruction when teaching iReady Math lessons. Another request has been made for a Professional Development in the area of Classroom Management. The administration team provided the aforementioned requests and plans to increase consultant services and expenditures to offer more development opportunities next year.
Families provided feedback on issues ranging from academics to behavior. iReady was implemented to aid in filling in any academic gaps students had. We've established a PBIS system as positive reinforcement to good behavior. More teachers were requested and we hired or

brought in long-term substitutes for classroom vacancies. All of this feedback from our teachers, staff, and parents was incorporated into Actions 1.4, 3.2, and 3.4.
Sports have been an expressed interest of students. We do have teachers who are willing to help with sports; the plan is to collaborate with the Internal Compliance office to properly implement future sporting programs. Students have also expressed interest in more fun activities at school. Admin have implemented club day once a month. Field trips have also been brought up and every grade level coordinator has taken the task to plan field trips for their grade band, prior to the end of the year. This feedback was incorporated into Actions 3.1 and 3.2.
Finally, the administration team desires to hire a CTE teacher to create an engaging environment for students, thus advancing the school towards becoming a STEM school. The plan is to purchase STEM equipment to include virtual reality, green screen, digital printing, Kinetic Sand Box, (augmented virtual reality), and other items including SEL digital technology with classroom lessons aligned with standards. We plan to have a big end-of-year carnival, as well as simple events to foster parent/student relationships like muffins with moms, donuts with dad, and others activities described in Action 3.2.

# Goals and Actions

## Goal

| Goal # | Description | Type of Goal |
|---|---|---|
| 1 | Provide an academically rigorous, Common Core-aligned college preparatory program with support and interventions for students' academic development. | Broad Goal |

State Priorities addressed by this goal.

Priority 1: Basic (Conditions of Learning)
Priority 2: State Standards (Conditions of Learning)
Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 7: Course Access (Conditions of Learning)
Priority 8: Other Pupil Outcomes (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

Our school's mission is to provide a rigorous college preparatory education and character development program that will prepa re students from underserved communities to succeed in college and beyond. We believe all students can learn and achieve at high levels and adopt a data-driven culture to turn the focus from "what was taught" to "what was learned." Student achievement and progress monitoring are both at the core of this principle, which is why our first goal encompasses so many metrics in order to better understand overall student outcomes. Secondly, we know that breakthrough achievement happens in schools where every student is purposefully engaged in standards-aligned content, every day. Therefore, teaching at our school is purposeful, engaging, and differentiated for all learners. Professional development for our instructional team is focused on standards-based instruction as well as classroom management, student engagement, and multi¬tiered systems of targeted support for learners.

Goal 1 of our LCAP is a broad goal directed at promoting student achievement and postsecondary success in alignment with our school's mission and key state priorities. The priorities being addressed under this goal include provision of basic services, implementation of state academic standards, pupil achievement, access to a broad course of study, and outcomes in a broad course of study. It was developed in collaboration with our educational partners to ensure that the school is focused on students' academic preparedness. We will achieve this goal by implementing a rigorous academic program that is bolstered by high-quality professional development for teachers and differentiated supports for students. The metrics and actions outlined below ensure that we are providing a strong academic program with an emphasis on college preparation, in addition to the state priorities.

# Measuring and Reporting Results

| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|---|---|---|---|---|---|---|
| 1.1 | Teachers are fully (preliminary or clear) credentialed for subject and student placement (properly assigned). (SP 1.1)<br><br>Source: Internal credential tracking | 46.2%<br>From the 2023-24 school year. | 18% | 31.25% | 100% appropriately credentialed and assigned, and/or permitted on their way to the appropriate credential | -14.95% |
| 1.2 | Students have access to standards-aligned instructional materials. (SP 1.2)<br>Source: SARC - Quality, Currency, Availability of Textbooks and Other Instructional Materials. | 100.0%<br>From the 2023-24 school year. | 100% | 100% | 100% of students have access to standards-aligned instructional materials | 0.0% |
| 1.3 | School facilities are in good repair as measured by overall facilities survey. (SP 1.3)<br>Source: SARC Facilities - "Overall Facilities Rating" | Exemplary | Good | Good | School facilities are in good or exemplar repair | Target Achieved |
| 1.4 | Teachers participate in a 5- Day Annual Summit where one day is spent learning how to utilize curriculum and other academic content aligned to state performance standards. (SP 2.1) | Summit was offered<br>From the 2023-24 school year. | Summit was Offered | Summit was Offered | The Annual Summit is Offered | Target Achieved |

| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|---|---|---|---|---|---|---|
| | Source: Internally tracked | | | | | |
| 1.5 | English learners have access to English Language Development courses that are based on state standards. (SP 2.2)<br>Source: PowerSchool | 0.0%<br>From the 2023-24 school year. | 0.0% | 100% | 100% of EL students are enrolled in ELD courses. | 0.0% |
| 1.6 | Increase percentage of students scoring Proficient or above on SBAC ELA or meet the overall state average for baseline year. (SP 4.1)<br>Source: CAASPP reporting website | All: 21.7%<br>SED: 18.3% Hispanic: 20.3%<br>EL: 7.1% | All: 28.1%<br>SED: 26.1%<br>Hispanic: 27.5%<br>EL: 17.5% | All: 36.2%<br>SED: 32.8%<br>Hispanic: 35.9%<br>EL: 24.1% | Each student subgroup will grow at least 3 percentage points annually or meet the 2022-2023 overall state average, 46.66%. | All: 14.5%<br>SED: 14.5%<br>Hispanic: 15.6%<br>EL: 17.0% |
| 1.7 | Increase percentage of students scoring Proficient or above on SBAC Math or meet the overall state average for baseline year. (SP 4.1)<br>Source: CAASPP reporting website | All: 21.4%<br>SED: 19.4% Hispanic: 20.5%<br>EL: 10.6% | All: 24.6%<br>SED: 22.1%<br>Hispanic: 23.6%<br>EL: 16.5% | All: 28.1%<br>SED: 26.4%<br>Hispanic: 26.4%<br>EL: 16.6% | Each student subgroup will grow at least 3 percentage points annually or meet the 2022-2023 overall state average, 34.62% | All: 6.7%<br>SED: 7.0%<br>Hispanic: 5.9%<br>EL: 6.0% |
| 1.8 | Increase percentage of students scoring Proficient and above on CAST assessment or meet the overall state | ALL: 22.1%<br>SED: 19.4% Hispanic: 20.6% | All: 20.8%<br>SED: 18.2%<br>Hispanic: 21.4%<br>EL: 5.7% | All: 32.7%<br>SED: 22.3%<br>Hispanic: 21.8%<br>EL: 2.8% | Each student subgroup will grow at least 3 percentage points annually or meet the 2022-2023 | All: 10.6%<br>SED: 2.9%<br>Hispanic: 1.2% |

| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|---|---|---|---|---|---|---|
| | average for baseline year (SP 4.1)<br>Source: CAASPP Reporting Website | | | | overall state average, 30.18%. | |
| 1.9 | Increase percent of EL students growing at least one ELPI level/maintaining the highest ELPI level or meet the state average for baseline year. (SP 4.5)<br>Source: CA Dashboard | All: 34.4% | All: 50.0% | All: 39.8% | English learners will grow at least 2 percentage points annually or meet the 2022-2023 state average, 48.7%. | All: 5.4% |
| 1.10 | Increase percent of EL students who reclassify as Fully English Proficient (RFEP rate) or meet the state average for baseline year (SP 4.6)<br>Source: CALPADS 2.16 and 8.1 (EOY) | 1.2% | 0.7% | 0.9% | English learners will grow at least 2 percentage points annually or meet the 2019-2020 state average, 13.8%. | -0.3% |
| 1.11 | Students have access to a broad course of study (SP 7.1)<br>Source: PowerSchool master schedule | Standard Met<br>From the 2023-24 school year. | Standard Met | Standard Met | Students have access to a broad course of study - Local Indicator "Standard Met" | Target Achieved |
| 1.12 | Provide at least one paraprofessional to work with English learners and at least one | 1 paraprofessional for EL and 1 for SWD | Standard Met | Standard Met | 1 paraprofessional for EL and 1 for SWD | Target Achieved |

| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|---|---|---|---|---|---|---|
| | paraprofessional to work with students with disabilities.<br>(SP 7.2, 7.3)<br>Source: Paylocity (HR source) | From the 2023-24 school year. | | | | |
| 1.13 | Schoolwide and subgroup medians achieve at least one year's progress in ELA, as defined by internal assessment. (SP 8.1)<br>Source: NWEA or iReady | ALL: 44th<br>Hispanic: 43rd<br>Source for baseline year is NWEA. | ALL: 136%<br>Hispanic: 137%<br>Source for Year 1 Outcome is iReady | ALL: 100%<br>Hispanic: 100% | NWEA Map: 41st+ Median Growth Percentile or iReady: 100%+ Typical Media Progress | Switched to iReady<br><br>Measures differ |
| 1.14 | Schoolwide and subgroup medians achieve at least one year's progress in Math, as defined by internal assessment. (SP 8.1)<br>Source: NWEA or iReady | ALL: 44th<br>Hispanic: 44th | ALL: 122%<br>Hispanic: 114% | ALL: 117%<br>Hispanic: 117% | NWEA Map: 41st+ Median Growth Percentile or iReady: 100%+ Typical Media Progress | Switched to iReady<br><br>Measures differ |

# Goal Analysis [2025-26]

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

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Our planned actions and implementation of this goal were grounded in our mission to prepare every student for college, career, and life. These priorities are focused on delivering a rigorous, standards-aligned curriculum, ensuring access to a well-rounded education, providing professional development for instructional staff, and offering differentiated academic support.

Planned: Provide targeted, ongoing professional learning focused on rigor, differentiation, and instructional strategies aligned with academic standards. Implement tiered interventions and expanded supports (e.g., academic tutoring, EL support, SPED modifications) and provide a paraprofessional to work within the classroom and targeted populations. Professional development (summit) and curriculum materials.

Implemented: Professional development was delivered as planned, including data-driven instruction, English learner strategies, and Universal Design for Learning (UDL)  Intervention programs launched successfully in math and ELA, and after-school tutoring was expanded and successfully adopted in all core subjects.  Regular PD sessions focused on differentiation, EL strategies, and data use: tiered interventions and extended learning opportunities. Our planned actions to meet these priorities focused on delivering a rigorous, standards-aligned curriculum, ensuring access to a well-rounded education, providing professional development for instructional staff, and offering differentiated academic support.  Academic rigor: Student work samples and classroom walkthroughs indicate increased use of higher-order thinking strategies, aligned tasks, and academic discourse in classrooms.  Professional collaboration: Grade-level and content-area teams used data protocols and collaborative planning time to align instruction and share best practices. At the beginning of the year, all teachers attended a 3-day Network summit around network vision, instructional goals, and diving into the curriculum.

Implementing this goal has positioned the school on a strong trajectory toward improved student outcomes and college readiness. While some planned actions were adjusted due to resource limitations, the school has made substantial progress toward ensuring high-quality instruction, broad educational access, and support for all learners. Continued refinement and support, particularly in staffing and EL services, will be essential to sustain and deepen these improvements.

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

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Classroom observations and student work samples show increased academic rigor through the use of standards-aligned tasks and higher-order questioning strategies.
Interim assessment data indicate steady improvement in ELA and math performance, particularly in grades with consistent curriculum use.
Teacher surveys report increased confidence in delivering differentiated instruction PD aligned with data-driven instruction has helped improve formative assessment practices.

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

As team develops professional development and use of data, the administration teams need to address and work on  Integrating strategies for English Learners in the general education as well as build out the re-classification process and monitoring of long-term ELLs and newly re-classified.

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

# Actions

| Action # | Title | Description | Total Funds | Contributing |
|---|---|---|---|---|
| **1.1** | Academic Assessment and Progress Monitoring | Utilize iReady and/or NWEA benchmark assessments to measure student academic growth over time and build a data dashboard to assess a variety of metrics. On a regular, ongoing basis throughout the school year, analyze this data to determine interventions for individual students and groups of students, as appropriate. This will include evaluating the progress of any student subgroups with a red dashboard indicator for English language arts or Math proficiency. In addition to using benchmark assessments to measure growth, the school will implement a regular progress monitoring system to ensure that the differentiated supports are taking place and positively impacting student outcomes. | $102,546.21 | Yes |
| **1.2** | Academic Supports | Provide multi-tiered levels of support to ensure that all students are demonstrating growth. Each academic intervention will be driven by data and support student learning, including after school supports and tutoring to target skill building, and the use of supplemental instruction programs such as IXL, iReady, Actively Learn, Lexia.<br><br>On an ongoing basis throughout the school year, assess student data and monitor the progress of any student subgroups with a red dashboard indicator for ELA or math. In 2023, the school received a red ELA dashboard indicator for the Hispanic and socioeconomically disadvantaged subgroups. As a result, our leadership will specifically monitor these subgroups' growth rates throughout the year (via internal metrics) in order to provide targeted interventions. | $948,405.10 | Yes |
| **1.3** | Materials, Curriculum, & Supplies | Provide technology to all students including Chromebooks/tablets, hotspots, and earphones. Provide textbooks, workbooks, and supplemental curricular materials (such as licenses, digital software, and more) that are aligned to state priorities and standards, such as Illustrative Math and SpringBoard. | $351,000.00 | No |

| Action # | Title | Description | Total Funds | Contributing |
|---|---|---|---|---|
| | | | | |
| **1.4** | Professional Development to Promote Academic Excellence | Offer ongoing professional development opportunities for staff, including:<br>- Bi-weekly coaching for teachers with a focus on supports for English learners and low income students<br>- Quarterly professional development sessions<br>- Professional Growth Plans for Teacher and paraprofessionals, with bi-weekly observations/feedback, lesson plan development, quarterly film sessions with feedback, and target goal monitoring for English learners and low income students<br>- Three or more staff workshops annually on how to analyze Interim Assessment results and use data to inform instruction<br>- Mentor teacher support through Department Meetings, Grade Level Meetings, and Observations<br>- An annual professional development summit session focused on standards based instruction, bell to bell instruction, student engagement and classroom management, and curriculum | $98,739.83 | Yes |
| **1.5** | Safe and Secure Facilities | Ensure safety of grounds and facilities by providing preventative measures such as video cameras, vaping detectors, security gates, etc. Conduct ongoing facilities maintenance and safety inspections and provide strong janitorial services. Ensure the facilities are conducive to a positive learning environment by purchasing equipment, furniture, posters, and other materials that promote an effective learning place. There will be a Director of Facilities responsible for ensuring safety training and drills are executed, in addition to all of the above. | $125,320.40 | No |
| **1.6** | Supports for English Learners | Provide targeted professional development to staff that promotes the use of effective instructional strategies for English learners. The school's ELD Specialist will work with teachers to co-plan lessons, conduct classroom observations, and provide one-on-one coaching to improve EL supports. Hire and retain a full-time paraprofessional to work with ELs on academic success and reclassification. Use an evidence-based ELD curriculum such as English 3D, and/or Cengage/National Geographic Learning, to meet the needs of multilingual learners at all proficiency levels—from newcomers to | $165,715.48 | Yes |

| Action # | Title | Description | Total Funds | Contributing |
|---|---|---|---|---|
| | | long-term English learners—as the core curriculum for all ELD classes. This action serves as a Required Action for English learners. | | |
| **1.7** | Additional Supports for Long-term English Learners | Utilize intervention programs, such as Lexia English, to target specific skills and accelerate English proficiency. Use a progress monitoring tool to assess each long-term English learner's progress towards reclassification and meet with families to discuss their student's progress towards reclassification. This action serves as a Required Action for Long-term English learners. | $52,563.37 | Yes |
| **1.8** | Supports for Students with Disabilities | Utilizing student academic and non-academic data, monitor student progress and provide a multi-tiered approach to interventions, including:<br>- Provide a range of Special Education service providers, including counselors and Resource Specialist Programs<br>- When appropriate, provide push-in services to support students in mainstreamed classes and provide support for students who need additional intervention<br>- Maintain a Director of Special Education to support in training educators to provide accommodations and supports to students with disabilities. | $610,376.00 | No |
| **1.9** | Supports for Homeless and/or Foster Youth | Hire and retain a bilingual Community Outreach Coordinator to provide support, advocacy, and resources for families of students who are homeless, in foster care, and/or unhoused. The Community Outreach Coordinator will work with external partners and organizations to connect students and families to resources. Provide direct access to supplies, materials, and additional student uniforms for students in need. Offer after school programs and activities for youth to provide extended learning and a safe place for students to grow and socialize. | $27,710.75 | Yes |

# Goals and Actions

## Goal

| Goal # | Description | Type of Goal |
|---|---|---|
| 2 | Create an engaged parent community that is fully engaged in and actively connected to the school community. | Maintenance of Progress Goal |

State Priorities addressed by this goal.

Priority 3: Parental Involvement (Engagement)

An explanation of why the LEA has developed this goal.

One of our greatest assets, and true agents of change, are the families and community members who support us. We are their public school system and we rely on them as our educated and nimble allies. We know that our families are prepared and motivated to rise to any occasion, and this goal is aimed at ensuring this foundational value is centered in our work. Parent engagement and communication are both at the core of this goal in the LCAP.

Parent engagement at our school is founded in knowing that parents are our collaborators when it comes to student learning. This means that we find ways to educate, empower, and involve parents in their child's education. Parent engagement and communication efforts are focused on building strong, positive relationships between school staff and families. We work to ensure that every parent knows what is happening with their student, both academically and non-academically. We host frequent community nights and school events that build community and infuse fun and connection into our school culture.

Goal 2 is a maintenance goal directed at upholding our standards for a strong parent community. The priorities being addressed under this goal include parent engagement and school climate. It was developed in collaboration with our educational partners to ensure that we continue our work regarding strong parent engagement. We will achieve this goal by implementing frequent family events and activities that are bolstered by parent involvement in school planning and decision-making. The metrics and actions outlined below ensure that we are building a strong parent community with an emphasis on connection and partnership.

## Measuring and Reporting Results

| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|---|---|---|---|---|---|---|
| 2.1 | Parents will be provided regular opportunities to participate in school site | Scheduled at least 3 FST meetings and at least 3 | 3 FST Meetings Scheduled | 3 FST Meetings Scheduled | Schedule at least 3 Family, Student, and Teacher (FST) | Metric met |

| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|---|---|---|---|---|---|---|
| | decision making. (SP 3.1)<br><br>Source: Internal Google Drive - Meeting Agendas | Parent Committee for English Learners meetings, inviting all parents to participate.<br>From the 2023-24 school year. | | | meetings annually and at least 3 English Learner Advisory Council (Parent Committee for English Learners) meetings annually, inviting all parents to participate. | |
| 2.2 | Parents of all students, including unduplicated pupils and students with exceptional needs, will be invited to participate in at least 4 parent/family events, including parent-teacher conferences, ongoing parent meetings and workshops, and other school events (SP 3.2, 3.3)<br>Source: ParentSquare messaging/invitatio ns, school calendar | Parents invited to at least 4 events<br>From the 2022-23 school year. | Parents invited to at least 4 events | Parents invited to at least 4 events | Parents invited to at least 4 events | Metric met |

# Goal Analysis [2025-26]

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

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Our approach to parent engagement is grounded in the belief that parents are essential collaborators in student learning. We are committed to educating, empowering, and involving families in their children's educational journeys. All of our parent engagement and communication efforts focus on building strong, positive relationships between school staff and families. We strive to ensure that every parent is informed about their child's academic progress and overall well-being.

To foster a sense of community, we host frequent family events and school activities that celebrate our school culture while promoting fun and connection. These events are designed to strengthen the school-home relationship and reflect the diversity and values of our school community.

Planned: Host regular community events and school activities that encourage family participation.
Hold 3 FST meetings, a parent information survey, and parent-teacher conferences.

Implemented: Development of Family Staff Team (FST) by laws and policies to ensure meaningful opportunities for parents to be involved in school planning and decision-making. Strengthen two-way communication between school staff and families with the use of the parent square portal and ensure consistent, multi-modal communication (newsletters, texts, apps, in-person) in home languages to keep families informed. Conducted a youth truths survey to obtain information and feedback. Teacher and parent conferences were held, and over 90% of parents attended. There were many cultural events, muffins with mom, danish with dad, Día de los Muertos, Black history month celebration, and an academic celebration.

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

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Attendance data and parent feedback indicate that these meetings and opportunities were well-received, with many families reporting an increased sense of connection to the school community. Meetings held in multiple languages and scheduled at accessible times have improved inclusivity and participation across diverse family groups. Additionally, parent meetings connected to decision-making bodies—such as Family Staff Team (FST) and English Learner Advisory Committee (ELAC)—have empowered families to take active roles in shaping school policies and priorities. These meetings provide structured opportunities for parents to engage in dialogue about student achievement, school initiatives, and areas for growth. They also serve as an essential platform for gathering parent feedback, clarifying expectations, and sharing resources that support student success at home and in the classroom.

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

Provide parent education workshops on student learning, social-emotional development, and school resources. Hold parent workshops for parents who are unable to access technology. Hold affirmative groups of the target populations.

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

# Actions

| Action # | Title | Description | Total Funds | Contributing |
|---|---|---|---|---|
| **2.1** | Parent Engagement Activities | Hold at least 2 orientations and/or open houses for new incoming families to learn about available school programs, the Parent-Family Handbook, school-wide goals, expectations, rules, and norms. Host 2 monthly Parent Meetings, one in the morning and one in the evening, to communicate to parents about school programs and activities and to receive their feedback and ideas. Provide ongoing parent-teacher conferences and parent education workshops on topics such as: college and career preparation, mental health, parent education, student progress monitoring tools and resources, internet safety, sex education and/or other topics that they express interest in. | $48,322.53 | Yes |
| **2.2** | Parent Communication Activities | Utilize the parent communication platform ParentSquare to communicate with parents in real time by text, email, and phone. Provide parent access to PowerSchool so that parents can view student academic progress data. Provide translation and interpretation services to families whose primary language is not English, so that all families can engage with school programs, events, and activities. | $58,549.00 | Yes |

# Goals and Actions

## Goal

| Goal # | Description | Type of Goal |
|---|---|---|
| 3 | Create a safe, inclusive, and welcoming school community where students and staff are fully invested in academic, health, and social-emotional learning. | Broad Goal |

State Priorities addressed by this goal.

Priority 5: Pupil Engagement (Engagement)
Priority 6: School Climate (Engagement)

An explanation of why the LEA has developed this goal.

We believe that a strong school culture is accomplished by having our network of teachers, scholars, and school leaders adhere to our foundational practices with consistency. Effective school leaders and faculty transform vision and values into meticulously built systems that operate in every single classroom and hallway. These core values and daily practices create a strong, supportive school community.

Our school culture is grounded in students feeling a strong sense of belonging at the school, as well as having a cohesive school environment that is safe and supportive. Student engagement and school culture efforts are focused on providing fun and creative opportunities for connection, exploration, and wellness. We partner with community organizations as much as possible to provide these opportunities to our students and families and create a culture of celebration by honoring students and their accomplishments throughout the year. We also center social justice in our work together and provide teachers with continuous learning to build their equity practices and cultural fluency.

Goal 3 is a broad goal focused on creating and maintaining this safe, inclusive, supportive school environment. The priorities being addressed under this goal include pupil engagement and school climate. It was developed in collaboration with our educational partners to ensure that we continue to prioritize student engagement and the culture of our school community. We will achieve this goal by implementing frequent school culture activities and positive behavioral intervention systems and social-emotional learning. The metrics and actions outlined below ensure that we are building a supportive school community fully invested in academic and non-academic outcomes.

## Measuring and Reporting Results

| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|---|---|---|---|---|---|---|
| 3.1 | 90% or greater Average Daily Attendance (“ADA”) (SP 5.1) | All: 90.7%<br>Hispanic: 90.7%<br>EL: 90.9% | All: 91.84% | All: 92.53% | Each student subgroup will | All: 1.83% |

| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|---|---|---|---|---|---|---|
| | Source: CALPADS 14.1 | SED: 90.7%<br>SWD: 90.5% | | | achieve 90% or greater ADA. | |
| 3.2 | Decrease student chronic absenteeism rate or meet the overall state average for baseline year (SP 5.2)<br>Source: CA Dashboard and DataQuest Chronic Absenteeism Rate | All: 36.3%<br>SED: 36.6% Hispanic: 36.5%<br>EL: 38.2%<br>SWD: 45.5% | All: 35.2%<br>SED: 36.5%<br>Hispanic: 37.6%<br>EL: 34.4%<br>SWD: 49.0% | All: 28.3%<br>SED: 30.0%<br>Hispanic: 28.8%<br>EL: 27.9%<br>SWD: 38.0% | Each student subgroup will decrease at least 0.5 percentage points annually or meet the overall 2022-2023 state average, 24.9%. | All: -8.0%<br>SED: -6.6%<br>Hispanic: -7.7%<br>EL: -10.3%<br>SWD: -7.5% |
| 3.3 | Decrease suspension rate or meet the overall state average for baseline year (SP 6.1)<br>Source: CA Dashboard | All: 1.6%<br>SED: 1.9%<br>Hispanic: 1.8%<br>EL: 1.1%<br>SWD: 3.6% | All: 0.2%<br>SED: 0.2%<br>Hispanic: 0.2%<br>EL: 0.0%<br>SWD: 2.0% | All: 0.0%<br>SED: 0.0%<br>Hispanic: 0.0%<br>EL: 0.0%<br>SWD: 0.0% | Each student subgroup will decrease at least 0.5 percentage points annually or meet the 2022¬2023 overall state average, 3.5% | All: -1.6%<br>SED: -1.9%<br>Hispanic: -1.8%<br>EL: -1.1%<br>SWD: -3.6% |
| 3.4 | Maintain a very low expulsion rate (SP 6.2)<br>Source: DataQuest Expulsion Rate | All: 0.0%<br>SED: 0.0%<br>Hispanic: 0.0%<br>EL: 0.0%<br>SWD: 0.0% | All: 0.0%<br>SED: 0.0%<br>Hispanic: 0.0%<br>EL: 0.0%<br>SWD: 0.0% | All: 0.0%<br>SED: 0.0%<br>Hispanic: 0.0%<br>EL: 0.0%<br>SWD: 0.0% | Each student subgroup will have 0.5% or lower expulsion rate | All: 0.0%<br>SED: 0.0%<br>Hispanic: 0.0%<br>EL: 0.0%<br>SWD: 0.0% |
| 3.5 | Increase the percent of students responding "agree" or "strongly agree" to "I really feel like a part of my school's community." (SP 6.3) | 79.0%<br>From the 21-22 school year. | 31.0% | 35.0% | Increase 3 percentage points annually or meet 85% of students responding "agree" or "strongly agree" | -44.0% |

| Metric # | Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|---|---|---|---|---|---|---|
| | Source: YouthTruth survey | | | | | |
| 3.6 | Increase the percent of students responding "agree" or "strongly agree" to "I feel safe at school." (SP 6.3)<br>Source: YouthTruth survey | 73.0%<br>From the 21-22 school year. | 52.0% | 66.0% | Increase 3 percentage points annually or meet 85% of students responding "agree" or "strongly agree" | -7.0% |
| 3.7 | Decrease the MS dropout rate or maintain a rate below 3.5% (SP 5.3)<br>Source: CALPADS Exit codes | 0.0% | 0.0% | 0.0% | Each student subgroup will decrease at least 1 percentage point annually or maintain a rate below 3.5% | 0.0% |

# Goal Analysis [2025-26]

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

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Our goal is to create and maintain a safe, inclusive, and supportive school environment that fosters a strong sense of belonging and engagement for all students. We are committed to supporting students' academic success alongside their social-emotional well-being through intentional school culture-building practices and systems of support. School climate and pupil engagement are critical factors in student achievement and well-being.

Planned: Expand Positive Behavioral Interventions and Supports (PBIS) schoolwide to promote a positive behavioral culture and reduce disciplinary incidents. Host regular schoolwide culture-building activities (e.g., spirit days, student assemblies, recognition programs) to strengthen student connection and celebrate diversity. Analyze engagement and climate data (including attendance, discipline, and survey results) on an ongoing basis to identify trends and adjust practices accordingly.

Implemented: Provided primarily training in PBIS curriculum (PBIS rewards) to better support students, see improvements in student attendance, behavior, engagement, and perception of school climate.

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

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

The suspension rate declined by 1.4% to an incredibly low 0.2%, far exceeding our previous goals and maintaining a safe, welcoming environment for all students. suspension rates dropped, student climate surveys, and feedback from educational partners, there is a demonstrated need to maintain and strengthen our efforts around student connection and school culture. Students thrive in environments where they feel emotionally and physically safe, respected, and part of a community.

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

Provide ongoing professional development for implementation of PBIS curriculum and materials inclusive teaching strategies, and student engagement techniques. Implement consistent Social-Emotional Learning (SEL) instruction to build students' emotional regulations.

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

# Actions

| Action # | Title | Description | Total Funds | Contributing |
|---|---|---|---|---|
| **3.1** | Community Engagement | Implement an annual survey to collect staff, student, and parent feedback on a variety of topics including school plans, culture and engagement, and academic program. Engage with community programs and organizations to provide resources for families and students, especially our most marginalized subgroups. Provide workshops for students on social skills, academic skills, and stress management. Establish partnerships with a variety of programs to explore interests to lead a healthy life, such as: Mindfulness, Yoga, Karate, sports, arts, clubs, and more. Host an annual event in partnership with community organizations, such as a community resource fair, park clean-up day, and/or civic engagement opportunities. | $115,607.25 | Yes |
| **3.2** | School Culture Activities | Throughout the year, provide a variety of activities to motivate learning, social skills, and a strong school culture, including: | $187,704.07 | Yes |

| Action # | Title | Description | Total Funds | Contributing |
|---|---|---|---|---|
| | | - Field trips, graduation ceremonies, demonstrations of values, attendance, and academic progress<br>- Acknowledge accomplishments and progress every quarter with awards and ribbons<br>- Build school spirit and provide themed celebrations and materials such as school uniforms, agendas/school supplies, athletic apparel, yearbooks, etc.<br>- Hold quarterly culture-building events such as outdoor field days, pep rallies, or community clean-up days that promote a strong sense of school culture and community.<br>- Hold at least one student assembly annually on student academic achievement.<br>- Hold at least two assemblies that focus on developmentally appropriate social/emotional concerns such as: bullying, cyber-bullying, peer pressure, sexual education, drug and alcohol abuse, growth mindset, digital citizenship, mind and body health, neighborhood safety, and programs addressing equity and social justice. | | |
| **3.3** | Supports for Student Attendance and Engagement | On an ongoing basis throughout the school year, assess student attendance data and evaluate the progress of any student subgroups with a red dashboard indicator for chronic absenteeism.<br><br>Provide training and support resources for the School Attendance Review Team to reduce chronic absenteeism, with a particular emphasis on serving our most vulnerable students and identifying and addressing students' individual needs. | $80,000.00 | Yes |
| **3.4** | Supports for Student Behavior and Wellbeing | On an ongoing basis throughout the school year, assess student data and evaluate the progress of any student subgroup with a red dashboard indicator for suspension and/or expulsion.<br><br>Implement Positive Behavior Intervention Systems and restorative justice practices at the school which emphasize school values and reward positive student behaviors, including:<br>- Each month, select a student of the month to celebrate students who | $187,548.13 | Yes |

| Action # | Title | Description | Total Funds | Contributing |
|---|---|---|---|---|
| | | distinguished themselves by demonstrating school values<br>- Provide professional development for teachers and staff in the use of restorative practices, with a focus on supporting our most vulnerable students and any subgroups with a recent red dashboard indicator for suspension or expulsion<br>• Train teachers to provide social-emotional learning opportunities through advisory/home room classes<br>-The school psychologist/wellness counselor will meet with students experiencing non-academic problems | | |

# Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2026-27]

| Total Projected LCFF Supplemental and/or Concentration Grants | Projected Additional 15 percent LCFF Concentration Grant |
|---|---|
| $1430964 | $$104,737 |

**Required Percentage to Increase or Improve Services for the LCAP Year**

| Projected Percentage to Increase or Improve Services for the Coming School Year | LCFF Carryover — Percentage | LCFF Carryover — Dollar | Total Percentage to Increase or Improve Services for the Coming School Year |
|---|---|---|---|
| 28.015% | 0.000% | $0.00 | 28.015% |

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

## Required Descriptions

### *LEA-wide and Schoolwide Actions*

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

| Goal and Action # | Identified Need(s) | How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| **1.1** | **Action:**<br>Academic Assessment and Progress Monitoring<br><br>**Need:**<br>Statewide, socioeconomically disadvantaged (“SED”)/low-income students have significantly lower rates of ELA and Math proficiency (42.6 and 80.8 points below standard, respectively) compared to their non-SED peers (13.6 and | Our multi-tiered levels of support will provide students with additional supports in the areas that they need it most. Each academic intervention is driven by student data to support learning and includes after school learning time and tutoring to target skill building, and the use of supplemental instruction programs such as IXL, iReady, Actively Learn, Lexia. We’re also providing extended professional development for staff so that they can differentiate instruction, utilize data to inform | We will monitor progress in the academic growth of our SED students. Feedback from students and families will shape the implementation of these supports.<br><br>Metric 1m: Schoolwide and subgroup averages achieve at least one year’s |

| Goal and Action # | Identified Need(s) | How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| | 49.1 points). Our school serves a high rate of SED students (83.5% in the 2023-24 school year). State and national data demonstrates that students from low socioeconomic backgrounds benefit from increased supports in achieving academic proficiency. There is a need for SED students to grow more than 1 year's worth of academic progress in a year's time in order to "catch up" to their more affluent peers and achieve proficiency. Additionally, parents and staff have indicated that academics are a top concern for them. Staff requested additional professional development to support them in building their capacity to utilize our internal assessment tools, assess academic data, and differentiate instruction.<br><br>**Scope:**<br>LEA-wide<br>Schoolwide | instruction, and learn from veteran teachers via mentoring.<br><br>These actions are being provided on an LEA- wide basis because a majority of our students are low income, and because all of our students can benefit from the academic interventions to support academic growth. | progress in ELA, as defined by internal assessment.<br><br>Metric 1n: Schoolwide and subgroup averages achieve at least one year's progress in Math, as defined by internal assessment. |
| **1.2** | **Action:**<br>Academic Supports<br><br>**Need:**<br>Statewide, socioeconomically disadvantaged ("SED")/low-income students have significantly lower rates of ELA and Math proficiency (42.6 and 80.8 points below standard, respectively) compared to their non-SED peers (13.6 and 49.1 points). Our school serves a high rate of SED students (83.5% in the 2023-24 school year). State and national data demonstrates that students from low socioeconomic backgrounds benefit from increased supports | Our multi-tiered levels of support will provide students with additional supports in the areas that they need it most. Each academic intervention is driven by student data to support learning and includes after school learning time and tutoring to target skill building, and the use of supplemental instruction programs such as IXL, iReady, Actively Learn, Lexia. We're also providing extended professional development for staff so that they can differentiate instruction, utilize data to inform instruction, and learn from veteran teachers via mentoring. | We will monitor progress in the academic growth of our SED students. Feedback from students and families will shape the implementation of these supports.<br><br>Metric 1m: Schoolwide and subgroup averages achieve at least one year's progress in ELA, as defined by internal assessment. |

| Goal and Action # | Identified Need(s) | How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| | in achieving academic proficiency. There is a need for SED students to grow more than 1 year's worth of academic progress in a year's time in order to "catch up" to their more affluent peers and achieve proficiency. Additionally, parents and staff have indicated that academics are a top concern for them. Staff requested additional professional development to support them in building their capacity to utilize our internal assessment tools, assess academic data, and differentiate instruction.<br><br>**Scope:**<br>LEA-wide | These actions are being provided on an LEA- wide basis because a majority of our students are low income, and because all of our students can benefit from the academic interventions to support academic growth. | Metric 1n: Schoolwide and subgroup averages achieve at least one year's progress in Math, as defined by internal assessment. |
| **1.4** | **Action:**<br>Professional Development to Promote Academic Excellence<br><br>**Need:**<br>Statewide, socioeconomically disadvantaged ("SED")/low-income students have significantly lower rates of ELA and Math proficiency (42.6 and 80.8 points below standard, respectively) compared to their non-SED peers (13.6 and 49.1 points). Our school serves a high rate of SED students (83.5% in the 2023-24 school year). State and national data demonstrates that students from low socioeconomic backgrounds benefit from increased supports in achieving academic proficiency. There is a need for SED students to grow more than 1 year's worth of academic progress in a year's time in order to "catch up" to their more affluent peers and achieve proficiency. | Our multi-tiered levels of support will provide students with additional supports in the areas that they need it most. Each academic intervention is driven by student data to support learning and includes after school learning time and tutoring to target skill building, and the use of supplemental instruction programs such as IXL, iReady, Actively Learn, Lexia. We're also providing extended professional development for staff so that they can differentiate instruction, utilize data to inform instruction, and learn from veteran teachers via mentoring.<br><br>These actions are being provided on an LEA- wide basis because a majority of our students are low income, and because all of our students can benefit from the academic interventions to support academic growth. | We will monitor progress in the academic growth of our SED students. Feedback from students and families will shape the implementation of these supports.<br><br>Metric 1m: Schoolwide and subgroup averages achieve at least one year's progress in ELA, as defined by internal assessment.<br><br>Metric 1n: Schoolwide and subgroup averages achieve at least one year's progress in Math, as |

| Goal and Action # | Identified Need(s) | How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| | Additionally, parents and staff have indicated that academics are a top concern for them. Staff requested additional professional development to support them in building their capacity to utilize our internal assessment tools, assess academic data, and differentiate instruction.<br><br>**Scope:**<br>LEA-wide | | defined by internal assessment. |
| **1.7** | **Action:**<br>Additional Supports for Long-term English Learners<br><br>**Need:**<br>Language barriers make academic assessments such as CAASPP extremely challenging for our English learners. As a result, they perform worse on these assessments in both ELA and math (7.1% and 10.6% proficient, respectively) compared to the overall average for students (21.7% in ELA and 21.4% in math). Feedback from parents of English learners, and our English learner students, indicate that English fluency and academic success remain a top priority. Our teachers have expressed a need for additional professional development that prepares them to effectively teach and support English learners in their classrooms.<br><br>**Scope:** | To target students' language fluency, we will utilize evidence-based ELD courses which meet the needs of multilingual learners at all proficiency levels—from newcomers to long¬term English learners—as the core curriculum for all ELD classes. We will also utilize intervention programs such as Lexia English to target specific skills and accelerate English proficiency.<br><br>These actions will also address teachers' need for additional, targeted trainings in the use of effective instructional strategies for these students by providing additional professional development time in this area. In addition, the school's ELD Specialist will work with teachers to co-plan lessons, conduct classroom observations, and provide one-on-one coaching to improve EL supports. We will hire and retain a full-time paraprofessional to work with ELs on academic success and reclassification. | We will analyze ELPI results annually and will use internal progress monitoring tools to assess each long-term English learner's progress towards reclassification during the school year. We will meet with families to discuss their student's progress towards reclassification and their input will inform the school's programs and supports for English learners and long-term English learners.<br><br>Metric 1 i: Increase percent of EL students growing at least one ELPI level/maintaining the highest ELPI level or meet the state average for baseline year. |

| Goal and Action # | Identified Need(s) | How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| | | | Metric 1L: Provide at least one paraprofessional to work with English learners. |
| **1.9** | **Action:**<br>Supports for Homeless and/or Foster Youth<br><br>**Need:**<br>Although the number of foster youth and homeless students at our school is too small to be statistically significant on the California Schools Dashboard, data on these students nation-wide, as well as in the Bay Area, demonstrates there is a clear need for tangible supports such as resources, materials, and services that provide direct aid to students and their families. Foster youth and students experiencing homelessness are at a greater risk of "slipping through the cracks" compared to their peers. According to a California-based research study, the odds of homelessness for older youth were 44% lower for those who reported that they had "enough" people to turn to for tangible support. This includes those who can provide direct resources and/or practical assistance. Through outreach with students and families at our school, we have learned that there is need for additional communication and coordination between the school and some of our highest need families, including families of homeless students and foster youth. There is also a need for strong communication from a Spanish-language speaker as many of our families speak Spanish in their homes. | The bilingual role of Community Outreach Coordinator will promote strong connection and communication with all families, in addition to coordinating services for homeless students and foster youth. The coordinator will ensure that students and families have access to tangible resources from local organizations and nonprofits that can support them outside the classroom as well, such as Familias Unidas, Clinica de la Raza, Native American Health Center, Unity Council, Catholic Charities of the East Bay. Lastly, the after-school program provides students with a safe place to continue to learn, grow, and socialize after the school day has completed.<br><br>These actions are being provided on an LEA- wide basis because even if a student is not currently homeless or in foster care, they may be at risk of either of these and their families may benefit from the efforts of the Community Outreach Coordinator and some of the provided supplies and materials. Therefore, while this action is designed to principally serve the needs of these students, it may benefit other students as well, including SED students and English learners. | We will monitor progress in increasing the average daily attendance rates for homeless and foster youth. Feedback from students and families will shape the work of the Community Outreach Coordinator.<br><br>Metric 2: Parents will be provided regular opportunities to participate in school site decision-making. Metric 3a: Attain 90% or greater Average Daily Attendance for all subgroups. |

| Goal and Action # | Identified Need(s) | How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| | **Scope:**<br>LEA-wide | | |
| **2.1** | **Action:**<br>Parent Engagement Activities<br><br>**Need:**<br>We have heard from our parents over the years (via one-on-one conversations and surveys) that they are interested in having parent education workshops on topics such as college and career preparation, mental health, internet safety, and a range of other topics. Many of our families are low-income and face additional challenges in regard to mental and physical health, and in knowing the process for getting their student to college. Many of our students are on track to become first-generation college students and it is our goal to build families' cultural capital in understanding howto navigate A-G coursework, preparing for the college application process, qualifying for financial aid, etc.<br><br>Additionally, many of our families' home language is not English, and so we provide translation services and resources to ensure that all families can access the content and programming at our school.<br><br>**Scope:** | As a result of this feedback from parents and students, we utilize the communication platform ParentSquare to relay information to families, invite them to school events, and solicit feedback on what kinds of things are important to them. We provide translation services and parent education workshops on topics of their interest, and host school orientations/open houses to share information about the school and available programs and resources for them and their students. We host bimonthly parent meetings at different times of day to accommodate varying parent schedules.<br><br>These actions are being provided on an LEA- wide basis because a majority of our families are lowincome, and because all of our parents can benefit from the educational workshops and community-building events, and we want to seek input from all families into school decision-making and planning. | We will monitor effectiveness in this area by ensuring that we host regular opportunities, workshops, and events for families that target their needs and interests, particularly parents of unduplicated pupils and students with exceptional needs.<br><br>Metric 2a: Parents will be provided with regular opportunities to participate in school site decision-making.<br><br>Metric 2b: Parents of all students, including unduplicated pupils and students with exceptional needs, will be invited to participate in at least 4 parent/family events, including parent-teacher conferences, ongoing parent meetings and workshops, and other school events. |

| Goal and Action # | Identified Need(s) | How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| | LEA-wide | | |
| **2.2** | **Action:**<br>Parent Communication Activities<br><br>**Need:**<br>We have heard from our parents over the years (via one-on-one conversations and surveys) that they are interested in having parent education workshops on topics such as college and career preparation, mental health, internet safety, and a range of other topics. Many of our families are low-income and face additional challenges in regard to mental and physical health, and in knowing the process for getting their student to college. Many of our students are on track to become first-generation college students and it is our goal to build families' cultural capital in understanding howto navigate A-G coursework, preparing for the college application process, qualifying for financial aid, etc.<br><br>Additionally, many of our families' home language is not English, and so we provide translation services and resources to ensure that all families can access the content and programming at our school.<br><br>**Scope:**<br>LEA-wide | As a result of this feedback from parents and students, we utilize the communication platform ParentSquare to relay information to families, invite them to school events, and solicit feedback on what kinds of things are important to them. We provide translation services and parent education workshops on topics of their interest, and host school orientations/open houses to share information about the school and available programs and resources for them and their students. We host bimonthly parent meetings at different times of day to accommodate varying parent schedules.<br><br>These actions are being provided on an LEA- wide basis because a majority of our families are lowincome, and because all of our parents can benefit from the educational workshops and community-building events, and we want to seek input from all families into school decision-making and planning. | We will monitor effectiveness in this area by ensuring that we host regular opportunities, workshops, and events for families that target their needs and interests, particularly parents of unduplicated pupils and students with exceptional needs.<br><br>Metric 2a: Parents will be provided with regular opportunities to participate in school site decision-making.<br><br>Metric 2b: Parents of all students, including unduplicated pupils and students with exceptional needs, will be invited to participate in at least 4 parent/family events, including parent-teacher conferences, ongoing parent meetings and workshops, and other school events. |

| Goal and Action # | Identified Need(s) | How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| **3.1** | **Action:**<br>Community Engagement<br><br>**Need:**<br>Survey data and other local data has indicated a strong need from our parents and students to offer robust non- academic offerings to enrich students' education experience, provide opportunities to learn and growoutside the classroom, and make school a more fun and engaging experience overall. Feedback from our parents and students indicated a need for extracurriculars such as arts, athletics, clubs, field trips, and non-academic content learning (such as stress management, typing, and study skills). Like many schools across the nation since the pandemic, our attendance and chronic absenteeism data (available in the metric data under Goal 3) demonstrate that these are two areas of need. Qualitative data from the 2023- 24 survey provided some of the examples described above, and other survey data indicated that 79.0% of students indicated they "really feel like a part of my school's community."<br><br>**Scope:**<br>LEA-wide | As a result of our community partners' feedback, we will solicit detailed and ongoing feedback via survey to better identify which specific activities are of interest to the current student body. We will provide workshops for students on social skills, academic skills, and stress management, as well as workshops for students to explore interests that lead a healthy life, such as: Mindfulness, Yoga, Karate, sports, arts, clubs, and more. We will establish partnerships with a variety of community organizations and programs to provide resources for families and students, especially our most marginalized subgroups. We will host an annual event in partnership with community organizations, such as a community resource fair, park clean-up day, and/or civic engagement opportunities. On an ongoing basis throughout the school year, we will assess student attendance data and evaluate the progress of any student subgroups with a red dashboard indicator for chronic absenteeism. We will provide training and support resources for the School Attendance ReviewTeam to reduce chronic absenteeism.<br><br>These actions are being provided on an LEA- wide basis because all of our students and families contribute to the school culture and benefit from a close community and engaging learning experience. Many of our students struggle with absenteeism and can benefit from the interventions to support engagement and attendance. | Throughout the school year we will assess student attendance data and chronic absenteeism, as well have conversations with our students and families about the progress of this work via FSTmeetings and other parent/student engagement activities. Once per year we will analyze the survey results. Feedback from families and students will shape the implementation of the program, including specific workshop topics and field trip locations.<br><br>Metric 3a: 90% or greater Average Daily Attendance.<br><br>Metric 3b: Decrease student chronic absenteeism rate or meet the overall state average for baseline year.<br><br>Metric 3h: Increase the percent of students responding "agree" or "strongly agree" to "I really feel like a part of my school's community." |

| Goal and Action # | Identified Need(s) | How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| **3.2** | **Action:**<br>School Culture Activities<br><br>**Need:**<br>Survey data and other local data has indicated a strong need from our parents and students to offer robust non- academic offerings to enrich students' education experience, provide opportunities to learn and growoutside the classroom, and make school a more fun and engaging experience overall. Feedback from our parents and students indicated a need for extracurriculars such as arts, athletics, clubs, field trips, and non-academic content learning (such as stress management, typing, and study skills). Like many schools across the nation since the pandemic, our attendance and chronic absenteeism data (available in the metric data under Goal 3) demonstrate that these are two areas of need. Qualitative data from the 2023- 24 survey provided some of the examples described above, and other survey data indicated that 79.0% of students indicated they "really feel like a part of my school's community."<br><br>**Scope:**<br>LEA-wide | As a result of our community partners' feedback, we will solicit detailed and ongoing feedback via survey to better identify which specific activities are of interest to the current student body. We will provide workshops for students on social skills, academic skills, and stress management, as well as workshops for students to explore interests that lead a healthy life, such as: Mindfulness, Yoga, Karate, sports, arts, clubs, and more. We will establish partnerships with a variety of community organizations and programs to provide resources for families and students, especially our most marginalized subgroups. We will host an annual event in partnership with community organizations, such as a community resource fair, park clean-up day, and/or civic engagement opportunities. On an ongoing basis throughout the school year, we will assess student attendance data and evaluate the progress of any student subgroups with a red dashboard indicator for chronic absenteeism. We will provide training and support resources for the School Attendance ReviewTeam to reduce chronic absenteeism.<br><br>These actions are being provided on an LEA- wide basis because all of our students and families contribute to the school culture and benefit from a close community and engaging learning experience. Many of our students struggle with absenteeism and can benefit from the interventions to support engagement and attendance. | Throughout the school year we will assess student attendance data and chronic absenteeism, as well have conversations with our students and families about the progress of this work via FSTmeetings and other parent/student engagement activities. Once per year we will analyze the survey results. Feedback from families and students will shape the implementation of the program, including specific workshop topics and field trip locations.<br><br>Metric 3a: 90% or greater Average Daily Attendance.<br><br>Metric 3b: Decrease student chronic absenteeism rate or meet the overall state average for baseline year.<br><br>Metric 3h: Increase the percent of students responding "agree" or "strongly agree" to "I really feel like a part of my school's community." |

| Goal and Action # | Identified Need(s) | How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| **3.3** | **Action:**<br>Supports for Student Attendance and Engagement<br><br>**Need:**<br>Survey data and other local data has indicated a strong need from our parents and students to offer robust non- academic offerings to enrich students' education experience, provide opportunities to learn and growoutside the classroom, and make school a more fun and engaging experience overall. Feedback from our parents and students indicated a need for extracurriculars such as arts, athletics, clubs, field trips, and non-academic content learning (such as stress management, typing, and study skills). Like many schools across the nation since the pandemic, our attendance and chronic absenteeism data (available in the metric data under Goal 3) demonstrate that these are two areas of need. Qualitative data from the 2023- 24 survey provided some of the examples described above, and other survey data indicated that 79.0% of students indicated they "really feel like a part of my school's community."<br><br>**Scope:**<br>LEA-wide | As a result of our community partners' feedback, we will solicit detailed and ongoing feedback via survey to better identify which specific activities are of interest to the current student body. We will provide workshops for students on social skills, academic skills, and stress management, as well as workshops for students to explore interests that lead a healthy life, such as: Mindfulness, Yoga, Karate, sports, arts, clubs, and more. We will establish partnerships with a variety of community organizations and programs to provide resources for families and students, especially our most marginalized subgroups. We will host an annual event in partnership with community organizations, such as a community resource fair, park clean-up day, and/or civic engagement opportunities. On an ongoing basis throughout the school year, we will assess student attendance data and evaluate the progress of any student subgroups with a red dashboard indicator for chronic absenteeism. We will provide training and support resources for the School Attendance ReviewTeam to reduce chronic absenteeism.<br><br>These actions are being provided on an LEA- wide basis because all of our students and families contribute to the school culture and benefit from a close community and engaging learning experience. Many of our students struggle with absenteeism and can benefit from the interventions to support engagement and attendance. | Throughout the school year we will assess student attendance data and chronic absenteeism, as well have conversations with our students and families about the progress of this work via FSTmeetings and other parent/student engagement activities. Once per year we will analyze the survey results. Feedback from families and students will shape the implementation of the program, including specific workshop topics and field trip locations.<br><br>Metric 3a: 90% or greater Average Daily Attendance.<br><br>Metric 3b: Decrease student chronic absenteeism rate or meet the overall state average for baseline year.<br><br>Metric 3h: Increase the percent of students responding "agree" or "strongly agree" to "I really feel like a part of my school's community." |

| Goal and Action # | Identified Need(s) | How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| **3.4** | **Action:**<br>Supports for Student Behavior and Wellbeing<br><br>**Need:**<br>Survey data and other local data has indicated a strong need from our parents and students to offer robust non- academic offerings to enrich students' education experience, provide opportunities to learn and growoutside the classroom, and make school a more fun and engaging experience overall. Feedback from our parents and students indicated a need for extracurriculars such as arts, athletics, clubs, field trips, and non-academic content learning (such as stress management, typing, and study skills). Like many schools across the nation since the pandemic, our attendance and chronic absenteeism data (available in the metric data under Goal 3) demonstrate that these are two areas of need. Qualitative data from the 2023- 24 survey provided some of the examples described above, and other survey data indicated that 79.0% of students indicated they "really feel like a part of my school's community."<br><br>**Scope:**<br>LEA-wide | As a result of our community partners' feedback, we will solicit detailed and ongoing feedback via survey to better identify which specific activities are of interest to the current student body. We will provide workshops for students on social skills, academic skills, and stress management, as well as workshops for students to explore interests that lead a healthy life, such as: Mindfulness, Yoga, Karate, sports, arts, clubs, and more. We will establish partnerships with a variety of community organizations and programs to provide resources for families and students, especially our most marginalized subgroups. We will host an annual event in partnership with community organizations, such as a community resource fair, park clean-up day, and/or civic engagement opportunities. On an ongoing basis throughout the school year, we will assess student attendance data and evaluate the progress of any student subgroups with a red dashboard indicator for chronic absenteeism. We will provide training and support resources for the School Attendance ReviewTeam to reduce chronic absenteeism.<br><br>These actions are being provided on an LEA- wide basis because all of our students and families contribute to the school culture and benefit from a close community and engaging learning experience. Many of our students struggle with absenteeism and can benefit from the interventions to support engagement and attendance. | Throughout the school year we will assess student attendance data and chronic absenteeism, as well have conversations with our students and families about the progress of this work via FSTmeetings and other parent/student engagement activities. Once per year we will analyze the survey results. Feedback from families and students will shape the implementation of the program, including specific workshop topics and field trip locations.<br><br>Metric 3a: 90% or greater Average Daily Attendance.<br><br>Metric 3b: Decrease student chronic absenteeism rate or meet the overall state average for baseline year.<br><br>Metric 3h: Increase the percent of students responding "agree" or "strongly agree" to "I really feel like a part of my school's community." |

## *Limited Actions*

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

| Goal and Action # | Identified Need(s) | How the Action(s) are Designed to Address Need(s) | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| **1.6** | **Action:**<br>Supports for English Learners<br><br>**Need:**<br>Language barriers make academic assessments such as CAASPP extremely challenging for our English learners. As a result, they perform worse on these assessments in both ELA and math (7.1% and 10.6% proficient, respectively) compared to the overall average for students (21.7% in ELA and 21.4% in math). Feedback from parents of English learners, and our English learner students, indicate that English fluency and academic success remain a top priority. Our teachers have expressed a need for additional professional development that prepares them to effectively teach and support English learners in their classrooms.<br><br>**Scope:**<br>Limited to Unduplicated Student Group(s) | To target students' language fluency, we will utilize evidence-based ELD courses which meet the needs of multilingual learners at all proficiency levels—from newcomers to long-term English learners—as the core curriculum for all ELD classes. We will also utilize intervention programs such as Lexia English to target specific skills and accelerate English proficiency.<br><br>These actions will also address teachers' need for additional, targeted trainings in the use of effective instructional strategies for these students by providing additional professional development time in this area. In addition, the school's ELD Specialist will work with teachers to co-plan lessons, conduct classroom observations, and provide one-on-one coaching to improve EL supports. We will hire and retain a full-time paraprofessional to work with ELs on academic success and reclassification. | We will analyze ELPI results annually and will use internal progress monitoring tools to assess each long-term English learner's progress towards reclassification during the school year. We will meet with families to discuss their student's progress towards reclassification and their input will inform the school's programs and supports for English learners and long-term English learners.<br><br>Metric 1 i: Increase percent of EL students growing at least one ELPI level/maintaining the highest ELPI level or meet the state average for baseline year.<br><br>Metric 1L: Provide at least one paraprofessional to work with English learners. |
| **1.7** | **Action:** | | |

| Goal and Action # | Identified Need(s) | How the Action(s) are Designed to Address Need(s) | Metric(s) to Monitor Effectiveness |
|---|---|---|---|
| | Additional Supports for Long-term English Learners<br><br>**Need:**<br><br>**Scope:**<br>Limited to Unduplicated Student Group(s) | | |

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

## Additional Concentration Grant Funding

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

The additional concentration grant add-on funding identified above will be used to directly hire and pay for several key positions within the LEA that support the needs of foster youth, English learners, and low-income students. First, the funds will be used to provide after school tutors to improve student academic outcomes (Goal 1, Action 1.2). Secondly, the funds will be used to hire and retain a full-time paraprofessional who is dedicated to supporting English learners and long-term English learners (Goal 1, Actions 1.6 and 1.7).

| **Staff-to-student ratios by type of school and concentration of unduplicated students** | Schools with a student concentration of 55 percent or less | Schools with a student concentration of greater than 55 percent |
|---|---|---|
| Staff-to-student ratio of classified staff providing direct services to students | Not applicable for charter schools. | Not applicable for charter schools. |

| **Staff-to-student ratios by type of school and concentration of unduplicated students** | Schools with a student concentration of 55 percent or less | Schools with a student concentration of greater than 55 percent |
|---|---|---|
| Staff-to-student ratio of certificated staff providing direct services to students | Not applicable for charter schools. | Not applicable for charter schools. |

# 2026-27 Total Planned Expenditures Table

| LCAP Year | 1. Projected LCFF Base Grant (Input Dollar Amount) | 2. Projected LCFF Supplemental and/or Concentration Grants (Input Dollar Amount) | 3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1) | LCFF Carryover — Percentage (Input Percentage from Prior Year) | Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %) |
|---|---|---|---|---|---|
| Totals | 5107848 | 1430964 | 28.015% | 0.000% | 28.015% |

| Totals | LCFF Funds | Other State Funds | Local Funds | Federal Funds | Total Funds | Total Personnel | Total Non-personnel |
|---|---|---|---|---|---|---|---|
| Totals | $2,193,967.13 | $815,887.51 | $0.00 | $150,253.48 | $3,160,108.12 | $2,056,843.71 | $1,103,264.41 |

| Goal # | Action # | Action Title | Student Group(s) | Contributing to Increased or Improved Services? | Scope | Unduplicated Student Group(s) | Location | Time Span | Total Personnel | Total Non-personnel | LCFF Funds | Other State Funds | Local Funds | Federal Funds | Total Funds | Planned Percentage of Improved Services |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 1.1 | Academic Assessment and Progress Monitoring | English Learners<br>Foster Youth<br>Low Income | Yes | LEA-wide<br>Schoolwide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | Ongoing | $63,728.00 | $38,818.21 | $73,728.00 | $28,818.21 | | | $102,546.21 | |
| 1 | 1.2 | Academic Supports | English Learners<br>Foster Youth<br>Low Income | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LE | Ongoing | $948,405.10 | $0.00 | $745,001.00 | $203,404.10 | | | $948,405.10 | |
| 1 | 1.3 | Materials, Curriculum, & Supplies | All | No | | | All Schools | Ongoing | $0.00 | $351,000.00 | $230,844.00 | $120,156.00 | | | $351,000.00 | |
| 1 | 1.4 | Professional Development to Promote Academic Excellence | English Learners<br>Foster Youth<br>Low Income | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | Ongoing | $61,239.83 | $37,500.00 | $98,739.83 | | | | $98,739.83 | |
| 1 | 1.5 | Safe and Secure Facilities | All | No | | | All Schools | Ongoing | $73,377.60 | $51,942.80 | $125,320.40 | | | | $125,320.40 | |
| 1 | 1.6 | Supports for English Learners | English Learners | Yes | Limited to Unduplicated Student Group(s) | English Learners | Specific Schools: The charter school/LEA | Ongoing | $150,253.48 | $15,462.00 | $115,462.00 | | | $50,253.48 | $165,715.48 | |
| 1 | 1.7 | Additional Supports for Long-term English Learners | English Learners | Yes | Limited to Unduplicated Student Group(s) | English Learners | Specific Schools: The charter school/LEA | Ongoing | $37,563.37 | $15,000.00 | $52,563.37 | | | | $52,563.37 | |

| Goal # | Action # | Action Title | Student Group(s) | Contributing to Increased or Improved Services? | Scope | Unduplicated Student Group(s) | Location | Time Span | Total Personnel | Total Non-personnel | LCFF Funds | Other State Funds | Local Funds | Federal Funds | Total Funds | Planned Percentage of Improved Services |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 1.8 | Supports for Students with Disabilities | Students with Disabilities | No | | | All Schools | Ongoing | $209,846.00 | $400,530.00 | $100,530.00 | $409,846.00 | | $100,000.00 | $610,376.00 | |
| 1 | 1.9 | Supports for Homeless and/or Foster Youth | English Learners<br>Foster Youth | Yes | LEA-wide | English Learners<br>Foster Youth | Specific Schools: The charter school/LEA | Ongoing | $25,710.75 | $2,000.00 | $25,710.75 | $2,000.00 | | | $27,710.75 | |
| 2 | 2.1 | Parent Engagement Activities | English Learners<br>Foster Youth<br>Low Income | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | Ongoing | $28,014.53 | $20,308.00 | $48,322.53 | | | | $48,322.53 | |
| 2 | 2.2 | Parent Communication Activities | English Learners<br>Foster Youth<br>Low Income | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | Ongoing | $33,549.00 | $25,000.00 | $58,549.00 | | | | $58,549.00 | |
| 3 | 3.1 | Community Engagement | Low Income | Yes | LEA-wide | Low Income | Specific Schools: The charter school/LEA | Ongoing | $54,944.05 | $60,663.20 | $63,944.05 | $51,663.20 | | | $115,607.25 | |
| 3 | 3.2 | School Culture Activities | English Learners<br>Foster Youth<br>Low Income | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | Ongoing | $150,079.87 | $37,624.20 | $187,704.07 | | | | $187,704.07 | |
| 3 | 3.3 | Supports for Student Attendance and Engagement | English Learners<br>Foster Youth<br>Low Income | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | Ongoing | $43,922.00 | $36,078.00 | $80,000.00 | | | | $80,000.00 | |
| 3 | 3.4 | Supports for Student Behavior and Wellbeing | English Learners<br>Foster Youth<br>Low Income | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | Ongoing | $176,210.13 | $11,338.00 | $187,548.13 | | | | $187,548.13 | |

# 2026-27 Contributing Actions Table

| 1. Projected LCFF Base Grant | 2. Projected LCFF Supplemental and/or Concentration Grants | 3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1) | LCFF Carryover — Percentage (Percentage from Prior Year) | Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %) | 4. Total Planned Contributing Expenditures (LCFF Funds) | 5. Total Planned Percentage of Improved Services (%) | Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5) | Totals by Type | Total LCFF Funds |
|---|---|---|---|---|---|---|---|---|---|
| 5107848 | 1430964 | 28.015% | 0.000% | 28.015% | $1,737,272.73 | 0.000% | 34.012 % | **Total:** | $1,737,272.73 |
| | | | | | | | | **LEA-wide Total:** | $1,569,247.36 |
| | | | | | | | | **Limited Total:** | $168,025.37 |
| | | | | | | | | **Schoolwide Total:** | $73,728.00 |

| Goal | Action # | Action Title | Contributing to Increased or Improved Services? | Scope | Unduplicated Student Group(s) | Location | Planned Expenditures for Contributing Actions (LCFF Funds) | Planned Percentage of Improved Services (%) |
|---|---|---|---|---|---|---|---|---|
| 1 | 1.1 | Academic Assessment and Progress Monitoring | Yes | LEA-wide Schoolwide | English Learners Foster Youth Low Income | Specific Schools: The charter school/LEA | $73,728.00 | |
| 1 | 1.2 | Academic Supports | Yes | LEA-wide | English Learners Foster Youth Low Income | Specific Schools: The charter school/LEA | $745,001.00 | |
| 1 | 1.4 | Professional Development to Promote Academic Excellence | Yes | LEA-wide | English Learners Foster Youth Low Income | Specific Schools: The charter school/LEA | $98,739.83 | |
| 1 | 1.6 | Supports for English Learners | Yes | Limited to Unduplicated Student Group(s) | English Learners | Specific Schools: The charter school/LEA | $115,462.00 | |
| 1 | 1.7 | Additional Supports for Long-term English Learners | Yes | Limited to Unduplicated Student Group(s) | English Learners | Specific Schools: The charter school/LEA | $52,563.37 | |
| 1 | 1.9 | Supports for Homeless and/or Foster Youth | Yes | LEA-wide | English Learners Foster Youth | Specific Schools: The charter school/LEA | $25,710.75 | |
| 2 | 2.1 | Parent Engagement Activities | Yes | LEA-wide | English Learners Foster Youth | Specific Schools: The charter | $48,322.53 | |

| Goal | Action # | Action Title | Contributing to Increased or Improved Services? | Scope | Unduplicated Student Group(s) | Location | Planned Expenditures for Contributing Actions (LCFF Funds) | Planned Percentage of Improved Services (%) |
|---|---|---|---|---|---|---|---|---|
| | | | | | Low Income | school/LEA | | |
| 2 | 2.2 | Parent Communication Activities | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | $58,549.00 | |
| 3 | 3.1 | Community Engagement | Yes | LEA-wide | Low Income | Specific Schools: The charter school/LEA | $63,944.05 | |
| 3 | 3.2 | School Culture Activities | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | $187,704.07 | |
| 3 | 3.3 | Supports for Student Attendance and Engagement | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | $80,000.00 | |
| 3 | 3.4 | Supports for Student Behavior and Wellbeing | Yes | LEA-wide | English Learners<br>Foster Youth<br>Low Income | Specific Schools: The charter school/LEA | $187,548.13 | |

# 2025-26 Annual Update Table

| Totals | Last Year's Total Planned Expenditures (Total Funds) | Total Estimated Expenditures (Total Funds) |
|---|---|---|
| **Totals** | $2,835,697.71 | $2,709,718.22 |

| Last Year's Goal # | Last Year's Action # | Prior Action/Service Title | Contributed to Increased or Improved Services? | Last Year's Planned Expenditures (Total Funds) | Estimated Actual Expenditures (Input Total Funds) |
|---|---|---|---|---|---|
| **1** | **1.1** | Academic Assessment and Progress Monitoring | Yes | $92,789.33 | 93169.77 |
| **1** | **1.2** | Academic Supports | Yes | $931,023.14 | 936702.83 |
| **1** | **1.3** | Materials, Curriculum, & Supplies | No | $247,500.00 | 248514.75 |
| **1** | **1.4** | Professional Development to Promote Academic Excellence | Yes | $130,443.44 | 97317.58 |
| **1** | **1.5** | Safe and Secure Facilities | No | $193,370.75 | 194163.57 |
| **1** | **1.6** | Supports for English Learners | Yes | $148,089.60 | 15172.28 |
| **1** | **1.7** | Additional Supports for Long-term English Learners | Yes | $40,493.64 | 36057.23 |
| **1** | **1.8** | Supports for Students with Disabilities | No | $521,293.50 | 523430.30 |
| **1** | **1.9** | Supports for Homeless and/or Foster Youth | Yes | $15,484.82 | 15547.48 |
| **2** | **2.1** | Parent Engagement Activities | Yes | $32,014.53 | 33269.85 |
| **2** | **2.2** | Parent Communication Activities | Yes | $39,147.10 | 39307.60 |

| Last Year's Goal # | Last Year's Action # | Prior Action/Service Title | Contributed to Increased or Improved Services? | Last Year's Planned Expenditures (Total Funds) | Estimated Actual Expenditures (Input Total Funds) |
|---|---|---|---|---|---|
| | | | | | |
| 3 | 3.1 | Community Engagement | Yes | $79,014.68 | 79337.96 |
| 3 | 3.2 | School Culture Activities | Yes | $154,103.96 | 154734.82 |
| 3 | 3.3 | Supports for Student Attendance and Engagement | Yes | $43,528.73 | 75307.50 |
| 3 | 3.4 | Supports for Student Behavior and Wellbeing | Yes | $167,400.49 | 167684.70 |

# 2025-26 Contributing Actions Annual Update Table

| 6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount) | 4. Total Planned Contributing Expenditures (LCFF Funds) | 7. Total Estimated Expenditures for Contributing Actions (LCFF Funds) | Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4) | 5. Total Planned Percentage of Improved Services (%) | 8. Total Estimated Percentage of Improved Services (%) | Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8) |
|---|---|---|---|---|---|---|
| 1002027 | $1,443,066.23 | $1,816,813.87 | ($373,747.64) | 0.000% | 0.000% | 0.000% |

| Last Year's Goal # | Last Year's Action # | Prior Action/Service Title | Contributing to Increased or Improved Services? | Last Year's Planned Expenditures for Contributing Actions (LCFF Funds) | Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds) | Planned Percentage of Improved Services | Estimated Actual Percentage of Improved Services (Input Percentage) |
|---|---|---|---|---|---|---|---|
| 1 | 1.1 | Academic Assessment and Progress Monitoring | Yes | $76,131.00 | 76131 | | |
| 1 | 1.2 | Academic Supports | Yes | $627,619.04 | 936619.04 | | |
| 1 | 1.4 | Professional Development to Promote Academic Excellence | Yes | $130,443.44 | 130433.44 | | |
| 1 | 1.6 | Supports for English Learners | Yes | $88,684.80 | 91070.28 | | |
| 1 | 1.7 | Additional Supports for Long-term English Learners | Yes | $40,493.64 | 36057 | | |
| 1 | 1.9 | Supports for Homeless and/or Foster Youth | Yes | $14,484.82 | 17547.48 | | |
| 2 | 2.1 | Parent Engagement Activities | Yes | $32,014.53 | 33269.85 | | |
| 2 | 2.2 | Parent Communication Activities | Yes | $39,147.10 | 43303.61 | | |
| 3 | 3.1 | Community Engagement | Yes | $29,014.68 | 79337.96 | | |
| 3 | 3.2 | School Culture Activities | Yes | $154,103.96 | 156734.82 | | |
| 3 | 3.3 | Supports for Student Attendance and Engagement | Yes | $43,528.73 | 47371.69 | | |
| 3 | 3.4 | Supports for Student Behavior and Wellbeing | Yes | $167,400.49 | 168937.7 | | |

# 2025-26 LCFF Carryover Table

| 9. Estimated Actual LCFF Base Grant (Input Dollar Amount) | 6. Estimated Actual LCFF Supplemental and/or Concentration Grants | LCFF Carryover — Percentage (Percentage from Prior Year) | 10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %) | 7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds) | 8. Total Estimated Actual Percentage of Improved Services (%) | 11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8) | 12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9) | 13. LCFF Carryover — Percentage (12 divided by 9) |
|---|---|---|---|---|---|---|---|---|
| $4,413,618 | 1002027 | 0% | 22.703% | $1,816,813.87 | 0.000% | 41.164% | $0.00 | 0.000% |

# Local Control and Accountability Plan Instructions

Plan Summary

Engaging Educational Partners

Goals and Actions

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

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

# Introduction and Instructions

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

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

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (California Education Code [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.

- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.

- **Accountability and Compliance:** The LCAP serves an important accountability function because the nature of some LCAP template sections require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:

    - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, including long-term English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).

    - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).

        - **NOTE:** As specified in EC Section 62064(b)(1), the LCAP must provide a description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to EC Section 52052, to be achieved for each of the state priorities. Beginning in 2023–24, EC

Section 52052 identifies long-term English learners as a separate and distinct pupil subgroup with a numerical significance at 15 students.

- Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 52064[b][7]).
- Ensuring that all increases attributable to supplemental and concentration grant calculations, including concentration grant add-on funding and/or LCFF carryover, are reflected in the LCAP (EC sections 52064[b][6], [8], and [11]).

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

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

The revised LCAP template for the 2024–25, 2025–26, and 2026–27 school years reflects statutory changes made through Senate Bill 114 (Committee on Budget and Fiscal Review), Chapter 48, Statutes of 2023 and Senate Bill 153, Chapter 38, Statues of 2024.

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

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

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

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

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

# Plan Summary

## *Purpose*

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

# Requirements and Instructions

### General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA. LEAs may also provide information about their strategic plan, vision, etc.

Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA.

- For example, information about an LEA in terms of geography, enrollment, employment, the number and size of specific schools, recent community challenges, and other such information the LEA may wish to include can enable a reader to more fully understand the LEA's LCAP.
- LEAs may also provide information about their strategic plan, vision, etc.
- As part of this response, identify all schools within the LEA receiving Equity Multiplier funding.

### Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Reflect on the LEA's annual performance on the Dashboard and local data. This may include both successes and challenges identified by the LEA during the development process.

LEAs are encouraged to highlight how they are addressing the identified needs of student groups, and/or schools within the LCAP as part of this response.

As part of this response, the LEA must identify the following, which will remain unchanged during the three-year LCAP cycle:

- Any school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;
- Any student group within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard; and/or
- Any student group within a school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard.

*EC* Section 52064.4 requires that an LEA that has unexpended Learning Recovery Emergency Block Grant (LREBG) funds must include one or more actions funded with LREBG funds within the 2026-27, 2026-27 and 2027-28 LCAPs, as applicable to the LEA. To implement the requirements of *EC* Section 52064.4, all LEAs must do the following:

- For the 2025–26, 2026–27, and 2027–28 LCAP years, identify whether or not the LEA has unexpended LREBG funds for the applicable LCAP year.
    - If the LEA has unexpended LREBG funds the LEA must provide the following:
        - The goal and action number for each action that will be funded, either in whole or in part, with LREBG funds; and
        - An explanation of the rationale for selecting each action funded with LREBG funds. This explanation must include:
            - An explanation of how the action is aligned with the allowable uses of funds identified in *EC* Section 32526(c)(2); and
            - An explanation of how the action is expected to address the area(s) of need of students and schools identified in the needs assessment required by *EC* Section 32526(d).
                - For information related to the allowable uses of funds and the required needs assessment, please see the Program Information tab on the LREBG Program Information web page.
            - Actions may be grouped together for purposes of these explanations.
            - The LEA may provide these explanations as part of the action description rather than as part of the Reflections: Annual Performance.
    - If the LEA does not have unexpended LREBG funds, the LEA is not required to conduct the needs assessment required by *EC* Section 32627(d), to provide the information identified above or to include actions funded with LREBG funds within the 2026-27, 2026-27 and 2027-28 LCAPs.

**Reflections: Technical Assistance**

As applicable, a summary of the work underway as part of technical assistance.

Annually identify the reason(s) the LEA is eligible for or has requested technical assistance consistent with EC sections 47607.3, 52071, 52071.5, 52072, or 52072.5, and provide a summary of the work underway as part of receiving technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance, however this also includes LEAs that have requested technical assistance from their COE.

- If the LEA is not eligible for or receiving technical assistance, the LEA may respond to this prompt as “Not Applicable.”

**Comprehensive Support and Improvement**

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

### Schools Identified

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

- Identify the schools within the LEA that have been identified for CSI.

### Support for Identified Schools

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

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

### Monitoring and Evaluating Effectiveness

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

- Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

# Engaging Educational Partners

## *Purpose*

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

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

# Requirements

## *Requirements*

**School districts and COEs:** *EC* Section 52060(g) and *EC* Section 52066(g) specify the educational partners that must be consulted when developing the LCAP:

- Teachers,


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- Principals,
- Administrators,
- Other school personnel,
- Local bargaining units of the LEA,
- Parents, and
- Students

A school district or COE receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Before adopting the LCAP, school districts and COEs must share it with the applicable committees, as identified below under Requirements and Instructions. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

**Charter schools:** *EC* Section 47606.5(d) requires that the following educational partners be consulted with when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Parents, and
- Students

A charter school receiving Equity Multiplier funds must also consult with educational partners at the school generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for the school.

The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals. Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the CDE's LCAP webpage.

Before the governing board/body of an LEA considers the adoption of the LCAP, the LEA must meet the following legal requirements:

- For school districts, see *Education Code* Section 52062;
    - **Note:** Charter schools using the LCAP as the School Plan for Student Achievement must meet the requirements of *EC* Section 52062(a).
- For COEs, see *Education Code* Section 52068; and
- For charter schools, see *Education Code* Section 47606.5.

- **NOTE:** As a reminder, the superintendent of a school district or COE must respond, in writing, to comments received by the applicable committees identified in the *Education Code* sections listed above. This includes the parent advisory committee and may include the English learner parent advisory committee and, as of July 1, 2024, the student advisory committee, as applicable.

## *Instructions*

Respond to the prompts as follows:

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Complete the table as follows:

Educational Partners

Identify the applicable educational partner(s) or group(s) that were engaged in the development of the LCAP.

Process for Engagement

Describe the engagement process used by the LEA to involve the identified educational partner(s) in the development of the LCAP. At a minimum, the LEA must describe how it met its obligation to consult with all statutorily required educational partners, as applicable to the type of LEA.

- A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to engaging its educational partners.

- An LEA receiving Equity Multiplier funds must also include a summary of how it consulted with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Describe any goals, metrics, actions, or budgeted expenditures in the LCAP that were influenced by or developed in response to the educational partner feedback.

- A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.

- An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the adopted LCAP.

- For the purposes of this prompt, this may also include, but is not necessarily limited to:
  - Inclusion of a goal or decision to pursue a Focus Goal (as described below)
  - Inclusion of metrics other than the statutorily required metrics
  - Determination of the target outcome on one or more metrics
  - Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
  - Inclusion of action(s) or a group of actions
  - Elimination of action(s) or group of actions
  - Changes to the level of proposed expenditures for one or more actions
  - Inclusion of action(s) as contributing to increased or improved services for unduplicated students
  - Analysis of effectiveness of the specific actions to achieve the goal
  - Analysis of material differences in expenditures
  - Analysis of changes made to a goal for the ensuing LCAP year based on the annual update process
  - Analysis of challenges or successes in the implementation of actions

# Goals and Actions

## *Purpose*

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

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

## *Requirements and Instructions*

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

is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students, and to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard.

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

- Focus Goal: A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
    - All Equity Multiplier goals must be developed as focus goals. For additional information, see Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding below.
- Broad Goal: A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- Maintenance of Progress Goal: A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

**Requirement to Address the LCFF State Priorities**

At a minimum, the LCAP must address all LCFF priorities and associated metrics articulated in *EC* sections 52060(d) and 52066(d), as applicable to the LEA. The *LCFF State Priorities Summary* provides a summary of *EC* sections 52060(d) and 52066(d) to aid in the development of the LCAP.

Respond to the following prompts, as applicable:

## Focus Goal(s)

### Description

The description provided for a Focus Goal must be specific, measurable, and time bound.

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

### Type of Goal

Identify the type of goal being implemented as a Focus Goal.

### State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

## Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding

Description

LEAs receiving Equity Multiplier funding must include one or more focus goals for each school generating Equity Multiplier funding. In addition to addressing the focus goal requirements described above, LEAs must adhere to the following requirements.

Focus goals for Equity Multiplier schoolsites must address the following:

(A) All student groups that have the lowest performance level on one or more state indicators on the Dashboard, and

(B) Any underlying issues in the credentialing, subject matter preparation, and retention of the school's educators, if applicable.

- Focus Goals for each and every Equity Multiplier schoolsite must identify specific metrics for each identified student group, as applicable.
- An LEA may create a single goal for multiple Equity Multiplier schoolsites if those schoolsites have the same student group(s) performing at the lowest performance level on one or more state indicators on the Dashboard or, experience similar issues in the credentialing, subject matter preparation, and retention of the school's educators.
    - When creating a single goal for multiple Equity Multiplier schoolsites, the goal must identify the student groups and the performance levels on the Dashboard that the Focus Goal is addressing; or,
    - The common issues the schoolsites are experiencing in credentialing, subject matter preparation, and retention of the school's educators, if applicable.

Type of Goal

Identify the type of goal being implemented as an Equity Multiplier Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.
- In addition to this information, the LEA must also identify:
    - The school or schools to which the goal applies

LEAs are encouraged to approach an Equity Multiplier goal from a wholistic standpoint, considering how the goal might maximize student outcomes through the use of LCFF and other funding in addition to Equity Multiplier funds.

- Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the Expanded Learning Opportunities Program (ELO-P), the Literacy Coaches and Reading Specialists (LCRS) Grant Program, and/or the California Community Schools Partnership Program (CCSPP).
- This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

**Note:** *EC* Section 42238.024(b)(1) requires that Equity Multiplier funds be used for the provision of evidence-based services and supports for students. Evidence-based services and supports are based on objective evidence that has informed the design of the service or support and/or guides the modification of those services and supports. Evidence-based supports and strategies are most commonly based on educational research and/or metrics of LEA, school, and/or student performance.

## Broad Goal

Description

Describe what the LEA plans to achieve through the actions included in the goal.

- The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal.

- The goal description organizes the actions and expected outcomes in a cohesive and consistent manner.
- A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Type of Goal

Identify the type of goal being implemented as a Broad Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

## Maintenance of Progress Goal

Description

Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP.

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

Type of Goal

Identify the type of goal being implemented as a Maintenance of Progress Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain how the actions will sustain the progress exemplified by the related metrics.

## Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes.

- LEAs must identify metrics for specific student groups, as appropriate, including expected outcomes that address and reduce disparities in outcomes between student groups.

- The metrics may be quantitative or qualitative; but at minimum, an LEA's LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year, as applicable to the type of LEA.

- To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant local indicator self-reflection tools within the Dashboard.

- **Required metrics for LEA-wide actions:** For each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.

    - These required metrics may be identified within the action description or the first prompt in the increased or improved services section, however the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

- **Required metrics for Equity Multiplier goals**: For each Equity Multiplier goal, the LEA must identify:

    - The specific metrics for each identified student group at each specific schoolsite, as applicable, to measure the progress toward the goal, and/or

    - The specific metrics used to measure progress in meeting the goal related to credentialing, subject matter preparation, or educator retention at each specific schoolsite.

- **Required metrics for actions supported by LREBG funds**: To implement the requirements of *EC* Section 52064.4, LEAs with unexpended LREBG funds must include at least one metric to monitor the impact of each action funded with LREBG funds included in the goal.

    - The metrics being used to monitor the impact of each action funded with LREBG funds are not required to be new metrics; they may be metrics that are already being used to measure progress towards goals and actions included in the LCAP.

Complete the table as follows:

Metric #

- Enter the metric number.

Metric


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- Identify the standard of measure being used to determine progress towards the goal and/or to measure the effectiveness of one or more actions associated with the goal.

## Baseline

- Enter the baseline when completing the LCAP for 2024–25.
    - Use the most recent data associated with the metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2023 Dashboard for the baseline of a metric only if that data represents the most recent available data (e.g., high school graduation rate).
    - Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS.
    - Indicate the school year to which the baseline data applies.
    - The baseline data must remain unchanged throughout the three-year LCAP.
        - This requirement is not intended to prevent LEAs from revising the baseline data if it is necessary to do so. For example, if an LEA identifies that its data collection practices for a particular metric are leading to inaccurate data and revises its practice to obtain accurate data, it would also be appropriate for the LEA to revise the baseline data to align with the more accurate data process and report its results using the accurate data.
        - If an LEA chooses to revise its baseline data, then, at a minimum, it must clearly identify the change as part of its response to the description of changes prompt in the Goal Analysis for the goal. LEAs are also strongly encouraged to involve their educational partners in the decision of whether or not to revise a baseline and to communicate the proposed change to their educational partners.
    - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a new baseline each year, as applicable.

## Year 1 Outcome

- When completing the LCAP for 2025–26, enter the most recent data available. Indicate the school year to which the data applies.
    - Note for Charter Schools: Charter schools developing a one-year LCAP may provide the Year 1 Outcome when completing the LCAP for both 2025–26 and 2026–27 or may provide the Year 1 Outcome for 2025–26 and provide the Year 2 Outcome for 2026–27.

## Year 2 Outcome

- When completing the LCAP for 2026–27, enter the most recent data available. Indicate the school year to which the data applies.

- Note for Charter Schools: Charter schools developing a one-year LCAP may identify the Year 2 Outcome as not applicable when completing the LCAP for 2026–27 or may provide the Year 2 Outcome for 2026–27.

### Target for Year 3 Outcome

- When completing the first year of the LCAP, enter the target outcome for the relevant metric the LEA expects to achieve by the end of the three-year LCAP cycle.
    - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a Target for Year 1 or Target for Year 2, as applicable.

### Current Difference from Baseline

- When completing the LCAP for 2025–26 and 2026–27, enter the current difference between the baseline and the yearly outcome, as applicable.
    - Note for Charter Schools: Charter schools developing a one- or two-year LCAP will identify the current difference between the baseline and the yearly outcome for Year 1 and/or the current difference between the baseline and the yearly outcome for Year 2, as applicable.

Timeline for school districts and COEs for completing the "**Measuring and Reporting Results**" part of the Goal.

| Metric | Baseline | Year 1 Outcome | Year 2 Outcome | Target for Year 3 Outcome | Current Difference from Baseline |
|---|---|---|---|---|---|
| Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric. | Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric. | Enter information in this box when completing the LCAP for **2025–26**. Leave blank until then. | Enter information in this box when completing the LCAP for **2026–27**. Leave blank until then. | Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric. | Enter information in this box when completing the LCAP for **2025–26** and **2026–27**. Leave blank until then. |

## Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective towards achieving the goal. "Effective" means the degree to which the planned actions were successful in producing the target result. Respond to the prompts as instructed.

**Note:** When completing the 2024–25 LCAP, use the 2023–24 Local Control and Accountability Plan Annual Update template to complete the Goal Analysis and identify the Goal Analysis prompts in the 2024–25 LCAP as "Not Applicable."

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

- Describe the overall implementation of the actions to achieve the articulated goal, including relevant challenges and successes experienced with implementation.
    - Include a discussion of relevant challenges and successes experienced with the implementation process.
    - This discussion must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

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

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

- Describe the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal. “Effectiveness” means the degree to which the actions were successful in producing the target result and “ineffectiveness” means that the actions did not produce any significant or targeted result.
    - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
    - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
    - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

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

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
    - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:

- The reasons for the ineffectiveness, and
- How changes to the action will result in a new or strengthened approach.

## Actions:

Complete the table as follows. Add additional rows as necessary.

Action #

- Enter the action number.

Title

- Provide a short title for the action. This title will also appear in the action tables.

Description

- Provide a brief description of the action.
    - For actions that contribute to meeting the increased or improved services requirement, the LEA may include an explanation of how each action is principally directed towards and effective in meeting the LEA's goals for unduplicated students, as described in the instructions for the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.
    - As previously noted, for each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
    - These required metrics may be identified within the action description or the first prompt in the increased or improved services section; however, the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

Total Funds

- Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the action tables.

Contributing

- Indicate whether the action contributes to meeting the increased or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No.
    - **Note:** for each such contributing action, the LEA will need to provide additional information in the Increased or Improved Services section to address the requirements in *California Code of Regulations*, Title 5 [5 *CCR*] Section 15496 in the Increased or Improved Services section of the LCAP.

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

## Required Actions

### For English Learners and Long-Term English Learners

- LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:
    - Language acquisition programs, as defined in *EC* Section 306, provided to students, and
    - Professional development for teachers.
    - If an LEA has both 30 or more English learners and 15 or more long-term English learners, the LEA must include actions for both English learners and long-term English learners.

### For Technical Assistance

- LEAs eligible for technical assistance pursuant to *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, must include specific actions within the LCAP related to its implementation of the work underway as part of technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance.

### For Lowest Performing Dashboard Indicators

- LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions within the LCAP:
    - The specific action(s) must be directed towards the identified student group(s) and/or school(s) and must address the identified state indicator(s) for which the student group or school received the lowest performance level on the 2023 Dashboard. Each student group and/or school that receives the lowest performance level on the 2023 Dashboard must be addressed by one or more actions.
    - These required actions will be effective for the three-year LCAP cycle.

### For LEAs With Unexpended LREBG Funds

- To implement the requirements of *EC* Section 52064.4, LEAs with unexpended LREBG funds must include one or more actions supported with LREBG funds within the 2025–26, 2026–27, and 2027–28 LCAPs, as applicable to the LEA. Actions funded with LREBG funds must remain in the LCAP until the LEA has expended the remainder of its LREBG funds, after which time the actions may be removed from the LCAP.
    - Prior to identifying the actions included in the LCAP the LEA is required to conduct a needs assessment pursuant to *EC* Section 32526(d). For information related to the required needs assessment please see the Program Information tab on the LREBG

Program Information web page. Additional information about the needs assessment and evidence-based resources for the LREBG may be found on the California Statewide System of Support LREBG Resources web page. The required LREBG needs assessment may be part of the LEAs regular needs assessment for the LCAP if it meets the requirements of *EC* Section 32627(d).

- School districts receiving technical assistance and COEs providing technical assistance are encouraged to use the technical assistance process to support the school district in conducting the required needs assessment, the selection of actions funded by the LREBG and/or the evaluation of implementation of the actions required as part of the LCAP annual update process.
- As a reminder, LREBG funds must be used to implement one or more of the purposes articulated in *EC* Section 32526(c)(2).
- LEAs with unexpended LREBG funds must include one or more actions supported by LREBG funds within the LCAP. For each action supported by LREBG funding the action description must:
  - Identify the action as an LREBG action;
  - Include an explanation of how research supports the selected action;
  - Identify the metric(s) being used to monitor the impact of the action; and
  - Identify the amount of LREBG funds being used to support the action.

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

## *Purpose*

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students as defined in *EC* Section 42238.02 in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

Please Note: For the purpose of meeting the Increased or Improved Services requirement and consistent with *EC* Section 42238.02, long-term English learners are included in the English learner student group.

### Statutory Requirements

An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the increase in funding it receives based on the number and concentration of unduplicated students in the LEA (*EC* Section 42238.07[a][1], *EC*

Section 52064[b][8][B]; 5 *CCR* Section 15496[a]). This proportionality percentage is also known as the "minimum proportionality percentage" or "MPP." The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the identification of a Planned Percentage of Improved Services as documented in the Contributing Actions Table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are identified in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided across the entire LEA (LEA-wide action), provided to an entire school (Schoolwide action), or solely provided to one or more unduplicated student group(s) (Limited action).

Therefore, for *any* action contributing to meet the increased or improved services requirement, the LEA must include an explanation of:

- How the action is increasing or improving services for the unduplicated student group(s) (Identified Needs and Action Design), and
- How the action meets the LEA's goals for its unduplicated pupils in the state and any local priority areas (Measurement of Effectiveness).

### LEA-wide and Schoolwide Actions

In addition to the above required explanations, LEAs must provide a justification for why an LEA-wide or Schoolwide action is being provided to all students and how the action is intended to improve outcomes for unduplicated student group(s) as compared to all students.

- Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.

- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

### For School Districts Only

Actions provided on an **LEA-wide** basis at **school districts with an unduplicated pupil percentage of less than 55 percent** must also include a description of how the actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions provided on a **Schoolwide** basis for **schools with less than 40 percent enrollment of unduplicated pupils** must also include a description of how these actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

## *Requirements and Instructions*

Complete the tables as follows:

Total Projected LCFF Supplemental and/or Concentration Grants

- Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of foster youth, English learner, and low-income students. This amount includes the Additional 15 percent LCFF Concentration Grant.

Projected Additional 15 percent LCFF Concentration Grant

- Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year

- Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

LCFF Carryover — Percentage

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

LCFF Carryover — Dollar

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

Total Percentage to Increase or Improve Services for the Coming School Year

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

***Required Descriptions:***

**LEA-wide and Schoolwide Actions**

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

If the LEA has provided this required description in the Action Descriptions, state as such within the table.

Complete the table as follows:

**Identified Need(s)**

Provide an explanation of the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed.

An LEA demonstrates how an action is principally directed towards an unduplicated student group(s) when the LEA explains the need(s), condition(s), or circumstance(s) of the unduplicated student group(s) identified through a needs assessment and how the action addresses them. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

**How the Action(s) are Designed to Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis**

Provide an explanation of how the action as designed will address the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis.

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

**Metric(s) to Monitor Effectiveness**

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

**Note for COEs and Charter Schools**: In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

**Limited Actions**

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

If the LEA has provided the required descriptions in the Action Descriptions, state as such.

Complete the table as follows:

**Identified Need(s)**

Provide an explanation of the unique need(s) of the unduplicated student group(s) being served identified through the LEA's needs assessment. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

**How the Action(s) are Designed to Address Need(s)**

Provide an explanation of how the action is designed to address the unique identified need(s) of the unduplicated student group(s) being served.

## Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

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

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.

- When identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

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

## Additional Concentration Grant Funding

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

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

Provide the following descriptions, as applicable to the LEA:

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

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

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

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

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.

    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.

    - The staff-to-student ratio must be based on the number of full-time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.

- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.

    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.

    - The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

# Action Tables

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

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

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

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2024–25 LCAP, 2024–25 will be the coming LCAP Year and 2023–24 will be the current LCAP Year.

## *Total Planned Expenditures Table*

In the Total Planned Expenditures Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year**: Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant**: Provide the total amount estimated LCFF entitlement for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 *CCR* Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs.

  See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.
- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 *CCR* Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover —

Percentage. ***This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.***

- **Goal #**: Enter the LCAP Goal number for the action.
- **Action #**: Enter the action's number as indicated in the LCAP Goal.
- **Action Title**: Provide a title of the action.
- **Student Group(s)**: Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services requirement; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services requirement.
- If "Yes" is entered into the Contributing column, then complete the following columns:
    - **Scope**: The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
    - **Unduplicated Student Group(s)**: Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
    - **Location**: Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span**: Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- **Total Personnel**: Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel**: This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.


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- **LCFF Funds**: Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
    - **Note:** For an action to contribute towards meeting the increased or improved services requirement, it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds**: Enter the total amount of Other State Funds utilized to implement this action, if any.
    - **Note:** Equity Multiplier funds must be included in the "Other State Funds" category, not in the "LCFF Funds" category. As a reminder, Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the ELO-P, the LCRS, and/or the CCSPP. This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LEA's LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.
- **Local Funds**: Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds**: Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds**: This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services**: For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
    - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

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

## *Contributing Actions Table*

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

## *Annual Update Table*

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

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

## *Contributing Actions Annual Update Table*

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

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

## *LCFF Carryover Table*

- **9. Estimated Actual LCFF Base Grant**: Provide the total amount of estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program,

the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 *CCR* Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs. See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 *CCR* Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

## *Calculations in the Action Tables*

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

### Contributing Actions Table

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

### Contributing Actions Annual Update Table

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

- **6. Estimated Actual LCFF Supplemental and Concentration Grants**

- This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on the number and concentration of unduplicated students in the current school year.

- **4. Total Planned Contributing Expenditures (LCFF Funds)**
  - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds).
- **7. Total Estimated Actual Expenditures for Contributing Actions**
  - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds).
- **Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)**
  - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4).
- **5. Total Planned Percentage of Improved Services (%)**
  - This amount is the total of the Planned Percentage of Improved Services column.
- **8. Total Estimated Actual Percentage of Improved Services (%)**
  - This amount is the total of the Estimated Actual Percentage of Improved Services column.
- **Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)**
  - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8).

## LCFF Carryover Table

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

- If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

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

- **13. LCFF Carryover — Percentage (12 divided by 9)**

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

California Department of Education
November 2024

# Coversheet

## Review and Consideration of Adoption of 2026-2027 Budget - Downtown Charter Academy

**Section:** V. Business II
**Item:** Q. Review and Consideration of Adoption of 2026-2027 Budget - Downtown Charter Academy
**Purpose:** Vote
**Submitted by:**
**Related Material:** FY26-27_AMPS DCA_Budget Packet.pdf

CHARTER IMPACT

# Downtown Charter Academy

Budget Presentation – FY 2026-27

# Highlights

- **4.31%** COLA projected for LCFF in 26-27
- Enrollment Projected at 386; with 95 % attendance
- Budget generates Surplus in 26-27 & the out years
- Fund Balance at YE 26-27 projected at around 64.1 %.
- Model has been revised with data from May revised Budget

| Enrollment & Per Pupil Data | Budget |
|---|---|
| Average Enrollment | 386 |
| ADA | 366.70 |
| Attendance Rate | 95.0% |
| Unduplicated % | 88.0% |
| Revenue per ADA | $20,625 |
| Expenses per ADA | $20,436 |

| | 2025-26 2nd Interim Budget | 2026-27 Budget | 2027-28 Forecast | 2028-29 Forecast | 2029-30 Forecast |
|---|---|---|---|---|---|
| **Assumptions** | | | | | |
| *State COLA* | | *4.31%* | *3.30%* | *3.09%* | *3.11%* |
| *Other Revenue COLA* | *n/a* | *n/a* | *0.00%* | *0.00%* | *0.00%* |
| *Expense COLA* | | *3.08%* | *2.75%* | *2.68%* | *2.74%* |
| *Enrollment* | | *386.00* | *390.00* | *400.00* | *420.00* |
| *Average Daily Attendance* | *308.85* | *366.70* | *370.50* | *380.00* | *399.00* |
| **Total Revenue** | $ 5,735,008 | $ 7,563,316 | $ 7,778,574 | $ 8,217,347 | $ 8,799,374 |
| **Total Expenses** | $ 5,724,725 | $ 7,493,930 | $ 7,721,940 | $ 8,120,924 | $ 8,578,721 |
| **Surplus (Deficit)** | $ 10,282 | $ 69,386 | $ 56,634 | $ 96,423 | $ 220,653 |
| Fund Balance, Beginning of Year | $ 4,721,142 | $ 4,731,424 | $ 4,800,811 | $ 4,857,445 | $ 4,953,868 |
| **Fund Balance, End of Year** | $ 4,731,424 | $ 4,800,811 | $ 4,857,445 | $ 4,953,868 | $ 5,174,521 |
| | *82.6%* | *64.1%* | *62.9%* | *61.0%* | *60.3%* |

# Revenue

**2026-27: Revenue Projected at $7,563,316. Per ADA average is $20,625**

- State Aid: $5.315 Mil (70.3% of Total Revenue). Revenue driven by ADA
- Federal Revenue: Projected at $246 K.
  - Title Funds (I,II& IV) projected at $121 K;
  - SPED funding of $44 K
  - Child Nutrition programs at $79 K.

| | 2026-27 *Year 0* |
|---|---|
| ***Federal Revenue*** | |
| Special Education - Entitlement | $44,800 |
| Federal Child Nutrition | 79,893 |
| Title I, Part A - Basic Low Income | 99,243 |
| Title II, Part A - Teacher Quality | 12,172 |
| Other Federal Revenue | 10,000 |
| **Total Federal Revenue** | **$246,108** |

| | 2026-27 | 2027-28 | 2028-29 | 2029-30 |
|---|---|---|---|---|
| ***Summary of Revenue Programs*** | | | | |
| State Aid - Revenue Limit | $5,315,234 | $5,591,226 | $5,986,528 | $6,488,964 |
| Federal Revenue | 246,108 | 259,699 | 268,386 | 283,823 |
| Other State Revenue | 1,897,326 | 1,821,915 | 1,853,989 | 1,912,721 |
| Other Local Revenue | 104,649 | 105,733 | 108,445 | 113,867 |
| **Total Revenues** | **$7,563,316** | **$7,778,574** | **$8,217,347** | **$8,799,374** |
| *State Revenues as % of Total* | *70.3%* | *71.9%* | *72.9%* | *73.7%* |
| *Revenues per ADA* | *$20,625* | *$20,995* | *$21,625* | *$22,054* |

# Revenue Continued

- Other State revenue projected at $ 1.897 Mil is a significant source of Funding.
  - $491 K in State SPED Funding
  - $506 K in SB740 Facilities Funding
  - $99 K in State lottery
  - Other State Revenue includes: ELOP; ASES; Prop 28 & One-time SSPDBG funding
- Additionally, $ 104 K projected from local Parcel tax measures.

| | 2026-27 | 2027-28 | 2028-29 | 2029-30 |
|---|---|---|---|---|
| ***Other State Revenue*** | | | | |
| State Special Education | $491,378 | $512,854 | $542,257 | $587,077 |
| Child Nutrition | 59,301 | 61,414 | 64,677 | 69,772 |
| School Facilities (SB740) | 506,266 | 528,392 | 540,839 | 567,991 |
| Mandated Cost | 6,489 | 7,959 | 8,290 | 8,767 |
| State Lottery | 99,742 | 100,776 | 103,360 | 108,528 |
| Other State Revenue | 734,149 | 610,521 | 594,566 | 570,586 |
| **Total Other State Revenue** | **$1,897,326** | **$1,821,915** | **$1,853,989** | **$1,912,721** |

# Expenses

- Annual Expenses Projected at $7,493,930. Per ADA average is $20,436.
- Second Interim Forecasts Have been rolled forward & COLA of 3.08 % has been applied.
- Full staffing is planned for next year. Vacancies will result in lower personnel costs, offset by higher sub-agreement costs to cover substitutes. Personnel costs currently represent 49% of total expenses.

| | 2026-27 | 2027-28 | 2028-29 | 2029-30 |
|---|---|---|---|---|
| ***Summary of Projected Expenses*** | | | | |
| Certificated Salaries | $2,161,456 | $2,273,752 | $2,417,201 | $2,488,217 |
| Classified Salaries | 909,442 | 931,317 | 954,400 | 1,020,084 |
| Employee Benefits | 619,143 | 655,431 | 686,739 | 707,138 |
| **Total Compensation** | **$3,690,041** | **$3,860,500** | **$4,058,340** | **$4,215,440** |
| | | | | |
| Books and Supplies | $440,977 | $416,345 | $438,059 | $471,752 |
| Subagreement Services | 228,096 | 236,797 | 249,378 | 269,021 |
| Operations and Housekeeping | 382,945 | 397,553 | 418,674 | 451,653 |
| Facilities, Repairs and Other Leases | 1,196,165 | 1,205,293 | 1,267,353 | 1,363,227 |
| Professional/Consulting Services | 1,480,707 | 1,530,452 | 1,614,120 | 1,732,629 |
| Depreciation | 75,000 | 75,000 | 75,000 | 75,000 |
| Interest | - | - | - | - |
| **Total Non-Comp** | **$3,803,890** | **$3,861,440** | **$4,062,584** | **$4,363,281** |
| | | | | |
| **Total Expenses** | **$7,493,930** | **$7,721,940** | **$8,120,924** | **$8,578,721** |

# Fund & Cash Balance

- Surplus of $69,386 Projected for FY26-27. Surplus projected for out years as well
- Fund Balance projected at $4,800,811. 64.1 % of Total expenses.
- Beginning Fund balance subject to change in anticipation of the June 2026 financial close
- Cash Balance at the end of 26-27 Projected at $4,004,228. Cash position remains strong at each monthly close.

| | 2025-26 2nd Interim Budget | 2026-27 Budget | 2027-28 Forecast | 2028-29 Forecast | 2029-30 Forecast |
|---|---|---|---|---|---|
| Total Revenue | $ 5,735,008 | $ 7,563,316 | $ 7,778,574 | $ 8,217,347 | $ 8,799,374 |
| Total Expenses | $ 5,724,725 | $ 7,493,930 | $ 7,721,940 | $ 8,120,924 | $ 8,578,721 |
| Surplus (Deficit) | $ 10,282 | $ 69,386 | $ 56,634 | $ 96,423 | $ 220,653 |
| Fund Balance, Beginning of Year | $ 4,721,142 | $ 4,731,424 | $ 4,800,811 | $ 4,857,445 | $ 4,953,868 |
| Fund Balance, End of Year | $ 4,731,424 | $ 4,800,811 | $ 4,857,445 | $ 4,953,868 | $ 5,174,521 |
| | *82.6%* | *64.1%* | *62.9%* | *61.0%* | *60.3%* |
| Cash, End of Year | | $ 4,004,228 | $ 4,189,778 | $ 4,309,015 | $ 4,528,255 |

# Appendix

Multi-year Budget

26-27 Cash Flow by Month

# 26-27 Downtown Charter Academy Draft Budget

## Multi-Year Forecast

*Revised 6.06.26*

CHARTER IMPACT

| | 2025-26 2nd Interim Budget | 2026-27 Budget | 2027-28 Forecast | 2028-29 Forecast | 2029-30 Forecast |
|---|---|---|---|---|---|
| **Assumptions** | | | | | |
| *State COLA* | | *4.31%* | *3.30%* | *3.09%* | *3.11%* |
| *Other Revenue COLA* | *n/a* | *n/a* | *0.00%* | *0.00%* | *0.00%* |
| *Expense COLA* | | *3.08%* | *2.75%* | *2.68%* | *2.74%* |
| *Enrollment* | | *386.00* | *390.00* | *400.00* | *420.00* |
| *Average Daily Attendance* | *308.85* | *366.70* | *370.50* | *380.00* | *399.00* |
| **Revenues** | | | | | |
| **State Aid - Revenue Limit** | | | | | |
| 8011 LCFF State Aid | $ 2,932,093 | $ 3,729,110 | $ 3,988,665 | $ 4,342,876 | $ 4,763,129 |
| 8012 Education Protection Account | 60,420 | 73,340 | 74,100 | 76,000 | 79,800 |
| 8019 State Aid - Prior Year | (14,360) | - | - | - | - |
| 8096 In Lieu of Property Taxes | 1,187,337 | 1,512,784 | 1,528,461 | 1,567,652 | 1,646,035 |
| | 4,165,490 | 5,315,234 | 5,591,226 | 5,986,528 | 6,488,964 |
| **Federal Revenue** | | | | | |
| 8181 Special Education - Entitlement | 44,225 | 44,800 | 54,040 | 55,426 | 58,197 |
| 8220 Federal Child Nutrition | 80,511 | 79,893 | 83,090 | 87,504 | 94,397 |
| 8290 Title I, Part A - Basic Low Income | 100,693 | 99,243 | 100,271 | 102,842 | 107,985 |
| 8291 Title II, Part A - Teacher Quality | 12,507 | 12,172 | 12,298 | 12,613 | 13,244 |
| 8296 Other Federal Revenue | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 |
| 8299 Prior Year Federal Revenue | 9,858 | - | - | - | - |
| | 257,794 | 246,108 | 259,699 | 268,386 | 283,823 |
| **Other State Revenue** | | | | | |
| 8311 State Special Education | 264,383 | 491,378 | 512,854 | 542,257 | 587,077 |
| 8520 Child Nutrition | 29,514 | 59,301 | 61,414 | 64,677 | 69,772 |
| 8545 School Facilities (SB740) | 414,674 | 506,266 | 528,392 | 540,839 | 567,991 |
| 8550 Mandated Cost | 6,238 | 6,489 | 7,959 | 8,290 | 8,767 |
| 8560 State Lottery | 78,880 | 99,742 | 100,776 | 103,360 | 108,528 |
| 8598 Prior Year Revenue | (23,767) | - | - | - | - |
| 8599 Other State Revenue | 436,915 | 734,149 | 610,521 | 594,566 | 570,586 |
| | 1,206,837 | 1,897,326 | 1,821,915 | 1,853,989 | 1,912,721 |
| **Other Local Revenue** | | | | | |
| 8689 Other Fees and Contracts | 237 | - | - | - | - |
| 8690 Other Local Revenue | 104,649 | 104,649 | 105,733 | 108,445 | 113,867 |
| | 104,886 | 104,649 | 105,733 | 108,445 | 113,867 |
| **Total Revenue** | **$ 5,735,008** | **$ 7,563,316** | **$ 7,778,574** | **$ 8,217,347** | **$ 8,799,374** |
| **Expenses** | | | $ - | $ - | $ - |
| **Certificated Salaries** | | | | | |
| 1100 Teachers' Salaries | 957,957 | 1,579,392 | 1,778,726 | 1,908,824 | 1,966,089 |
| 1175 Teachers' Extra Duty/Stipends | 15,000 | 150,000 | 50,000 | 50,000 | 50,000 |
| 1200 Pupil Support Salaries | 75,790 | 78,064 | 80,406 | 82,818 | 85,303 |
| 1300 Administrators' Salaries | 395,478 | 354,000 | 364,620 | 375,559 | 386,825 |
| | 1,444,224 | 2,161,456 | 2,273,752 | 2,417,201 | 2,488,217 |
| **Classified Salaries** | | | | | |

# 26-27 Downtown Charter Academy Draft Budget

## Multi-Year Forecast

*Revised 6.06.26*

CHARTER IMPACT

| | | 2025-26 | 2026-27 | 2027-28 | 2028-29 | 2029-30 |
|---|---|---|---|---|---|---|
| | | 2nd Interim Budget | Budget | Forecast | Forecast | Forecast |
| 2100 | Instructional Salaries | 499,841 | 679,861 | 694,849 | 710,837 | 769,215 |
| 2200 | Support Salaries | 51,180 | 52,715 | 54,296 | 55,925 | 57,603 |
| 2400 | Clerical and Office Staff Salaries | 153,330 | 176,866 | 182,172 | 187,637 | 193,267 |
| | | 704,350 | 909,442 | 931,317 | 954,400 | 1,020,084 |
| **Benefits** | | | | | | |
| 3301 | OASDI | 148,527 | 190,396 | 198,714 | 209,039 | 217,515 |
| 3311 | Medicare | 34,736 | 44,528 | 46,474 | 48,888 | 50,870 |
| 3401 | Health and Welfare | 227,400 | 305,292 | 327,787 | 342,702 | 349,556 |
| 3501 | State Unemployment | 18,130 | 20,580 | 21,560 | 22,050 | 22,540 |
| 3601 | Workers' Compensation | 33,538 | 42,993 | 44,871 | 47,202 | 49,116 |
| 3901 | Other Benefits | 11,978 | 15,354 | 16,025 | 16,858 | 17,542 |
| | | 474,309 | 619,143 | 655,431 | 686,739 | 707,138 |
| **Books and Supplies** | | | | | | |
| 4100 | Textbooks and Core Curricula | 68,000 | 125,000 | 100,000 | 105,313 | 113,608 |
| 4200 | Books and Other Materials | 1,500 | 1,500 | 1,557 | 1,640 | 1,769 |
| 4302 | School Supplies | 20,000 | 30,000 | 31,144 | 32,799 | 35,383 |
| 4303 | Technology Supplies | 2,500 | 500 | 519 | 547 | 590 |
| 4304 | Non-Instructional Supplies | 2,500 | 1,438 | 1,493 | 1,572 | 1,696 |
| 4305 | Software | 15,300 | 18,725 | 19,440 | 20,472 | 22,085 |
| 4310 | Office Expense | 15,000 | 15,000 | 15,413 | 15,826 | 16,259 |
| 4311 | Business Meals | 5,000 | 6,119 | 6,353 | 6,690 | 7,217 |
| 4315 | Custodial Supplies | 10,200 | 12,000 | 12,458 | 13,120 | 14,153 |
| 4320 | Educational Software | 11,126 | 10,000 | 10,381 | 10,933 | 11,794 |
| 4326 | Art & Music Supplies | 5,000 | 7,500 | 7,786 | 8,200 | 8,846 |
| 4327 | MS/HS Sports Supplies | 214 | - | - | - | - |
| 4328 | Student Activity Supplies & Materials | 5,000 | 5,000 | 5,191 | 5,467 | 5,897 |
| 4335 | PE Supplies | 918 | 1,500 | 1,557 | 1,640 | 1,769 |
| 4350 | Uniforms | 11,414 | 12,500 | 12,977 | 13,666 | 14,743 |
| 4400 | Noncapitalized Equipment | 2,000 | 5,000 | 5,191 | 5,467 | 5,897 |
| 4420 | Noncapitalized Computer Equipment | 10,000 | 40,000 | 30,000 | 31,594 | 34,082 |
| 4421 | Noncapitalized Classroom Furniture, Equi | 5,000 | 5,000 | 5,191 | 5,467 | 5,897 |
| 4700 | Food Services | 110,025 | 139,194 | 144,504 | 152,181 | 164,169 |
| 4720 | Other Food | 5,000 | 5,000 | 5,191 | 5,467 | 5,897 |
| | | 305,697 | 440,977 | 416,345 | 438,059 | 471,752 |
| **Subagreement Services** | | | | | | |
| 5102 | Special Education | 200,000 | 150,000 | 155,722 | 163,995 | 176,913 |
| 5103 | Substitute Teacher | 239,971 | 25,000 | 25,954 | 27,333 | 29,486 |
| 5104 | Transportation | 10,000 | 7,189 | 7,463 | 7,860 | 8,479 |
| 5105 | Security | 10,000 | 15,405 | 15,993 | 16,842 | 18,169 |
| 5106 | Other Educational Consultants | 15,000 | 30,502 | 31,665 | 33,348 | 35,975 |
| | | 474,971 | 228,096 | 236,797 | 249,378 | 269,021 |
| **Operations and Housekeeping** | | | | | | |
| 5201 | Auto and Travel | 10,000 | 4,457 | 4,627 | 4,873 | 5,257 |
| 5300 | Dues & Memberships | 20,000 | 20,000 | 20,763 | 21,866 | 23,588 |
| 5400 | Insurance | 64,297 | 78,692 | 81,694 | 86,034 | 92,811 |

# 26-27 Downtown Charter Academy Draft Budget

## Multi-Year Forecast

*Revised 6.06.26*

CHARTER IMPACT

| | 2025-26 | 2026-27 | 2027-28 | 2028-29 | 2029-30 |
|---|---|---|---|---|---|
| | 2nd Interim Budget | Budget | Forecast | Forecast | Forecast |
| 5501 Utilities | 140,000 | 140,000 | 145,341 | 153,062 | 165,119 |
| 5502 Janitorial Services | 81,500 | 120,000 | 124,578 | 131,196 | 141,531 |
| 5900 Communications | 15,000 | 18,358 | 19,058 | 20,071 | 21,652 |
| 5901 Postage and Shipping | 1,500 | 1,438 | 1,493 | 1,572 | 1,696 |
| | 332,297 | 382,945 | 397,553 | 418,674 | 451,653 |
| **Facilities, Repairs and Other Leases** | | | | | |
| 5601 Rent | 916,180 | 943,665 | 971,975 | 1,023,615 | 1,104,245 |
| 5603 Equipment Leases | 20,000 | 25,000 | 25,954 | 27,333 | 29,486 |
| 5605 Real/Personal Property Taxes | - | 25,000 | 25,954 | 27,333 | 29,486 |
| 5610 Repairs and Maintenance | 10,000 | 100,000 | 103,815 | 109,330 | 117,942 |
| 5615 Repairs and Maintenance - Building | 50,000 | 100,000 | 75,000 | 77,010 | 79,120 |
| 5616 Repairs and Maintenance - Computers | 2,500 | 2,500 | 2,595 | 2,733 | 2,949 |
| 5618 Repairs and Maintenance - Auto | 495 | | - | - | - |
| | 999,175 | 1,196,165 | 1,205,293 | 1,267,353 | 1,363,227 |
| **Professional/Consulting Services** | | | | | |
| 5801 IT | 15,000 | 20,000 | 20,763 | 21,866 | 23,588 |
| 5802 Audit & Taxes | 18,000 | 20,540 | 21,105 | 21,670 | 22,264 |
| 5803 Legal | 10,000 | 25,135 | 25,826 | 26,518 | 27,245 |
| 5804 Professional Development | 35,000 | 35,000 | 36,335 | 38,266 | 41,280 |
| 5805 General Consulting | 30,000 | 100,000 | 103,815 | 109,330 | 117,942 |
| 5806 Special Activities/Field Trips | 25,000 | 75,000 | 77,861 | 81,998 | 88,457 |
| 5807 Bank Charges | 50 | 1,438 | 1,493 | 1,572 | 1,696 |
| 5808 Printing | 800 | 1,150 | 1,194 | 1,258 | 1,357 |
| 5809 Other taxes and fees | 2,500 | 2,500 | 2,595 | 2,733 | 2,949 |
| 5810 Payroll Service Fee | 10,000 | 14,378 | 14,926 | 15,720 | 16,958 |
| 5811 Management Fee | 573,501 | 756,332 | 777,857 | 821,735 | 879,937 |
| 5812 District Oversight Fee | 41,799 | 53,152 | 55,912 | 59,865 | 64,890 |
| 5813 Business Services | 70,200 | 100,000 | 103,815 | 109,330 | 117,942 |
| 5814 SPED Encroachment | 5,669 | 13,159 | 14,001 | 14,804 | 16,027 |
| 5830 Field Trips | 15,000 | 50,000 | 51,907 | 54,665 | 58,971 |
| 5836 Fingerprinting | 500 | 1,500 | 1,557 | 1,640 | 1,769 |
| 5851 Marketing and Student Recruiting | 20,000 | 21,423 | 22,240 | 23,422 | 25,267 |
| 5875 Staff Recruiting | 7,500 | 7,500 | 7,786 | 8,200 | 8,846 |
| 5877 Student Activities | 100,000 | 175,000 | 181,676 | 191,328 | 206,399 |
| 5878 Student Assessment | 7,000 | 7,500 | 7,786 | 8,200 | 8,846 |
| | 987,519 | 1,480,707 | 1,530,452 | 1,614,120 | 1,732,629 |
| **Depreciation** | | | | | |
| 6900 Depreciation Expense | 2,183 | 75,000 | 75,000 | 75,000 | 75,000 |
| | 2,183 | 75,000 | 75,000 | 75,000 | 75,000 |
| **Interest** | | | | | |
| | - | - | - | - | - |
| **Total Expenses** | **$ 5,724,725** | **$ 7,493,930** | **$ 7,721,940** | **$ 8,120,924** | **$ 8,578,721** |
| **Surplus (Deficit)** | **$ 10,282** | **$ 69,386** | **$ 56,634** | **$ 96,423** | **$ 220,653** |

# 26-27 Downtown Charter Academy Draft Budget

**Multi-Year Forecast**

*Revised 6.06.26*

| | 2025-26 2nd Interim Budget | 2026-27 Budget | 2027-28 Forecast | 2028-29 Forecast | 2029-30 Forecast |
|---|---|---|---|---|---|
| Fund Balance, Beginning of Year | $ 4,721,142 | $ 4,731,424 | $ 4,800,811 | $ 4,857,445 | $ 4,953,868 |
| **Fund Balance, End of Year** | **$ 4,731,424** | **$ 4,800,811** | **$ 4,857,445** | **$ 4,953,868** | **$ 5,174,521** |
| | ***82.6%*** | ***64.1%*** | ***62.9%*** | ***61.0%*** | ***60.3%*** |
| **Cash Flow Adjustments** | | | | | |
| Surplus (Deficit) | | 69,386 | 56,634 | 96,423 | 220,653 |
| Cash Flows From Operating Activities | | | | | |
| Depreciation/Amortization | | 75,000 | 75,000 | 75,000 | 75,000 |
| Public Funding Receivables | | (312,114) | 164,820 | (52,626) | (77,014) |
| Grants and Contributions Rec. | | - | - | - | - |
| Due To/From Related Parties | | - | - | - | - |
| Prepaid Expenses | | - | - | - | - |
| Other Assets | | - | - | - | - |
| Accounts Payable | | 53,152 | (48,262) | 440 | 601 |
| Accrued Expenses | | - | - | - | - |
| Deferred Revenue | | - | (62,642) | - | - |
| Cash Flows From Investing Activities | | | | | - |
| Purchases of Prop. And Equip. | | (895,294) | - | - | - |
| Notes Receivable | | - | - | - | - |
| Cash Flows From Financing Activities | | | | | - |
| Proceeds from Factoring | | - | - | - | - |
| Payments on Factoring | | - | - | - | - |
| Proceeds(Payments) on Debt | | - | - | - | - |
| Total Change in Cash | | (1,009,869) | 185,550 | 119,237 | 219,240 |
| Cash, Beginning of Year | | 5,014,097 | 4,004,228 | 4,189,778 | 4,309,015 |
| **Cash, End of Year** | | **$ 4,004,228** | **$ 4,189,778** | **$ 4,309,015** | **$ 4,528,255** |

## 26-27 Downtown Charter Academy Draft Budget

**Monthly Cash Flow/Forecast FY26-27**

*Revised 6.06.26*

*Actuals Through:*

**ADA = 366.70**

| | | Jul-26 | Aug-26 | Sep-26 | Oct-26 | Nov-26 | Dec-26 | Jan-27 | Feb-27 | Mar-27 | Apr-27 | May-27 | Jun-27 | Year-End Accruals | Annual Budget | Original Budget Total | Favorable / (Unfav.) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| LCFF State Aid | | 0.0% | 5.0% | 5.0% | 9.0% | 9.0% | 9.0% | 9.0% | 9.0% | 20.0% | 20.0% | 20.0% | 20.0% | 20.0% | | | |
| New School/New Grade Apportionment | | 0.0% | 0.0% | 0.0% | 37.0% | 0.0% | 0.0% | 18.0% | 0.0% | n/a | n/a | n/a | n/a | n/a | | | |
| In Lieu of Property Taxes | | 0.0% | 6.0% | 12.0% | 8.0% | 8.0% | 8.0% | 8.0% | 8.0% | 33.3% | 16.7% | 16.7% | 16.7% | 16.7% | | | |
| New School In Lieu of Property Taxes | | 0.0% | 0.0% | 0.0% | 26.0% | 8.0% | 8.0% | 8.0% | 8.0% | n/a | n/a | n/a | n/a | n/a | | | |
| Special Education | | 0.0% | 5.0% | 5.0% | 9.0% | 9.0% | 9.0% | 9.0% | 9.0% | 20.0% | 20.0% | 20.0% | 20.0% | 20.0% | | | |
| **Revenues** | | | | | | | | | | | | | | | | ADA = 366.70 | |
| **State Aid - Revenue Limit** | | | | | | | | | | | | | | | | | |
| 8011 | LCFF State Aid | - | 157,041 | 157,041 | 282,673 | 282,673 | 282,673 | 282,673 | 282,673 | 400,333 | 400,333 | 400,333 | 400,333 | 400,334 | 3,729,110 | 3,729,110 | - |
| 8012 | Education Protection Account | - | - | 18,335 | - | - | 18,335 | - | - | 18,335 | - | - | - | 18,335 | 73,340 | 73,340 | - |
| 8096 | In Lieu of Property Taxes | - | 76,448 | 152,896 | 101,930 | 101,930 | 101,930 | 101,930 | 101,930 | 257,930 | 128,965 | 128,965 | 128,965 | 128,965 | 1,512,784 | 1,512,784 | - |
| | | - | 233,488 | 328,271 | 384,603 | 384,603 | 402,938 | 384,603 | 384,603 | 676,597 | 529,297 | 529,297 | 529,297 | 547,633 | 5,315,234 | 5,315,234 | - |
| **Federal Revenue** | | | | | | | | | | | | | | | | | |
| 8181 | Special Education - Entitlement | - | - | - | - | - | - | - | - | - | - | - | - | 44,800 | 44,800 | 44,800 | - |
| 8220 | Federal Child Nutrition | - | - | - | 3,995 | 7,590 | 7,590 | 7,590 | 7,590 | 7,590 | 7,590 | 7,590 | 7,590 | 15,180 | 79,893 | 79,893 | - |
| 8290 | Title I, Part A - Basic Low Income | - | - | 24,811 | - | - | 74,432 | - | - | - | - | - | - | - | 99,243 | 99,243 | - |
| 8291 | Title II, Part A - Teacher Quality | - | - | 3,043 | - | - | 9,129 | - | - | - | - | - | - | - | 12,172 | 12,172 | - |
| 8296 | Other Federal Revenue | - | - | - | 2,500 | - | - | 2,500 | - | - | 2,500 | - | - | 2,500 | 10,000 | 10,000 | - |
| | | - | - | 27,854 | 6,495 | 7,590 | 91,151 | 10,090 | 7,590 | 7,590 | 10,090 | 7,590 | 7,590 | 62,480 | 246,108 | 246,108 | - |
| **Other State Revenue** | | | | | | | | | | | | | | | | | |
| 8311 | State Special Education | - | 20,693 | 20,693 | 37,247 | 37,247 | 37,247 | 37,247 | 37,247 | 52,751 | 52,751 | 52,751 | 52,751 | 52,751 | 491,378 | 491,378 | - |
| 8520 | Child Nutrition | - | - | - | 2,688 | 5,108 | 5,108 | 5,108 | 5,108 | 5,108 | 5,108 | 5,108 | 5,108 | 15,752 | 59,301 | 59,301 | - |
| 8545 | School Facilities (SB740) | - | - | - | - | - | - | 253,133 | - | - | - | 126,567 | - | 126,567 | 506,266 | 506,266 | - |
| 8550 | Mandated Cost | - | - | - | - | - | 6,489 | - | - | - | - | - | - | - | 6,489 | 6,489 | - |
| 8560 | State Lottery | - | - | - | - | - | - | 21,002 | - | - | 21,002 | - | - | 57,739 | 99,742 | 99,742 | - |
| 8599 | Other State Revenue | - | 1,192 | 1,192 | 179,724 | 2,145 | 2,145 | 179,724 | 2,145 | 2,145 | 179,724 | 2,145 | 2,145 | 179,724 | 734,149 | 734,149 | - |
| | | - | 21,885 | 21,885 | 219,659 | 44,500 | 50,989 | 496,213 | 44,500 | 60,004 | 258,584 | 186,570 | 60,004 | 432,532 | 1,897,326 | 1,897,326 | - |
| **Other Local Revenue** | | | | | | | | | | | | | | | | | |
| 8690 | Other Local Revenue | - | - | 10,465 | 10,465 | 10,465 | 10,465 | 10,465 | 10,465 | 10,465 | 10,465 | 10,465 | 10,465 | - | 104,649 | 104,649 | - |
| | | - | - | 10,465 | 10,465 | 10,465 | 10,465 | 10,465 | 10,465 | 10,465 | 10,465 | 10,465 | 10,465 | - | 104,649 | 104,649 | - |
| **Total Revenue** | | - | 255,373 | 388,474 | 621,222 | 447,158 | 555,543 | 901,371 | 447,158 | 754,656 | 808,436 | 733,923 | 607,356 | 1,042,645 | 7,563,316 | 7,563,316 | - |
| **Expenses** | | | | | | | | | | | | | | | | | |
| **Certificated Salaries** | | | | | | | | | | | | | | | | | |
| 1100 | Teachers' Salaries | - | 143,581 | 143,581 | 143,581 | 143,581 | 143,581 | 143,581 | 143,581 | 143,581 | 143,581 | 143,581 | 143,581 | - | 1,579,392 | 1,579,392 | - |
| 1175 | Teachers' Extra Duty/Stipends | - | 13,636 | 13,636 | 13,636 | 13,636 | 13,636 | 13,636 | 13,636 | 13,636 | 13,636 | 13,636 | 13,636 | - | 150,000 | 150,000 | - |
| 1200 | Pupil Support Salaries | - | 7,097 | 7,097 | 7,097 | 7,097 | 7,097 | 7,097 | 7,097 | 7,097 | 7,097 | 7,097 | 7,097 | - | 78,064 | 78,064 | - |
| 1300 | Administrators' Salaries | 29,500 | 29,500 | 29,500 | 29,500 | 29,500 | 29,500 | 29,500 | 29,500 | 29,500 | 29,500 | 29,500 | 29,500 | - | 354,000 | 354,000 | - |
| | | 29,500 | 193,814 | 193,814 | 193,814 | 193,814 | 193,814 | 193,814 | 193,814 | 193,814 | 193,814 | 193,814 | 193,814 | - | 2,161,456 | 2,161,456 | - |
| **Classified Salaries** | | | | | | | | | | | | | | | | | |
| 2100 | Instructional Salaries | - | 61,806 | 61,806 | 61,806 | 61,806 | 61,806 | 61,806 | 61,806 | 61,806 | 61,806 | 61,806 | 61,806 | - | 679,861 | 679,861 | - |
| 2200 | Support Salaries | 4,393 | 4,393 | 4,393 | 4,393 | 4,393 | 4,393 | 4,393 | 4,393 | 4,393 | 4,393 | 4,393 | 4,393 | - | 52,715 | 52,715 | - |
| 2400 | Clerical and Office Staff Salaries | 14,739 | 14,739 | 14,739 | 14,739 | 14,739 | 14,739 | 14,739 | 14,739 | 14,739 | 14,739 | 14,739 | 14,739 | - | 176,866 | 176,866 | - |
| | | 19,132 | 80,937 | 80,937 | 80,937 | 80,937 | 80,937 | 80,937 | 80,937 | 80,937 | 80,937 | 80,937 | 80,937 | - | 909,442 | 909,442 | - |
| **Benefits** | | | | | | | | | | | | | | | | | |
| 3301 | OASDI | 3,015 | 17,035 | 17,035 | 17,035 | 17,035 | 17,035 | 17,035 | 17,035 | 17,035 | 17,035 | 17,035 | 17,035 | - | 190,396 | 190,396 | - |
| 3311 | Medicare | 705 | 3,984 | 3,984 | 3,984 | 3,984 | 3,984 | 3,984 | 3,984 | 3,984 | 3,984 | 3,984 | 3,984 | - | 44,528 | 44,528 | - |
| 3401 | Health and Welfare | 25,441 | 25,441 | 25,441 | 25,441 | 25,441 | 25,441 | 25,441 | 25,441 | 25,441 | 25,441 | 25,441 | 25,441 | - | 305,292 | 305,292 | - |
| 3501 | State Unemployment | 1,029 | 1,029 | 1,029 | 1,029 | 1,029 | 1,029 | 5,145 | 4,116 | 2,058 | 1,029 | 1,029 | 1,029 | - | 20,580 | 20,580 | - |
| 3601 | Workers' Compensation | 681 | 3,847 | 3,847 | 3,847 | 3,847 | 3,847 | 3,847 | 3,847 | 3,847 | 3,847 | 3,847 | 3,847 | - | 42,993 | 42,993 | - |
| 3901 | Other Benefits | 243 | 1,374 | 1,374 | 1,374 | 1,374 | 1,374 | 1,374 | 1,374 | 1,374 | 1,374 | 1,374 | 1,374 | - | 15,354 | 15,354 | - |
| | | 31,114 | 52,709 | 52,709 | 52,709 | 52,709 | 52,709 | 56,825 | 55,796 | 53,738 | 52,709 | 52,709 | 52,709 | - | 619,143 | 619,143 | - |
| **Books and Supplies** | | | | | | | | | | | | | | | | | |
| 4100 | Textbooks and Core Curricula | - | 31,250 | 31,250 | 31,250 | 31,250 | - | - | - | - | - | - | - | - | 125,000 | 125,000 | - |
| 4200 | Books and Other Materials | 300 | 300 | 300 | 300 | 300 | - | - | - | - | - | - | - | - | 1,500 | 1,500 | - |
| 4302 | School Supplies | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | - | 30,000 | 30,000 | - |
| 4303 | Technology Supplies | 42 | 42 | 42 | 42 | 42 | 42 | 42 | 42 | 42 | 42 | 42 | 42 | - | 500 | 500 | - |
| 4304 | Non-Instructional Supplies | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | | 1,438 | 1,438 | - |
| 4305 | Software | 1,560 | 1,560 | 1,560 | 1,560 | 1,560 | 1,560 | 1,560 | 1,560 | 1,560 | 1,560 | 1,560 | 1,560 | - | 18,725 | 18,725 | - |
| 4310 | Office Expense | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | - | 15,000 | 15,000 | - |
| 4311 | Business Meals | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | 510 | - | 6,119 | 6,119 | - |
| 4315 | Custodial Supplies | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | | 12,000 | 12,000 | - |
| 4320 | Educational Software | 833 | 833 | 833 | 833 | 833 | 833 | 833 | 833 | 833 | 833 | 833 | 833 | | 10,000 | 10,000 | - |
| 4326 | Art & Music Supplies | 625 | 625 | 625 | 625 | 625 | 625 | 625 | 625 | 625 | 625 | 625 | 625 | | 7,500 | 7,500 | - |
| 4328 | Student Activity Supplies & | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | | 5,000 | 5,000 | - |
| 4335 | PE Supplies | 125 | 125 | 125 | 125 | 125 | 125 | 125 | 125 | 125 | 125 | 125 | 125 | | 1,500 | 1,500 | - |
| 4350 | Uniforms | 1,042 | 1,042 | 1,042 | 1,042 | 1,042 | 1,042 | 1,042 | 1,042 | 1,042 | 1,042 | 1,042 | 1,042 | | 12,500 | 12,500 | - |
| 4400 | Noncapitalized Equipment | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | | 5,000 | 5,000 | - |
| 4420 | Noncapitalized Computer | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | | 40,000 | 40,000 | - |
| 4421 | Noncapitalized Classroom | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | | 5,000 | 5,000 | - |
| 4700 | Food Services | 11,600 | 11,600 | 11,600 | 11,600 | 11,600 | 11,600 | 11,600 | 11,600 | 11,600 | 11,600 | 11,600 | 11,600 | | 139,194 | 139,194 | - |
| 4720 | Other Food | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | | 5,000 | 5,000 | - |
| | | 26,506 | 57,756 | 57,756 | 57,756 | 57,756 | 26,206 | 26,206 | 26,206 | 26,206 | 26,206 | 26,206 | 26,206 | - | 440,977 | 440,977 | - |
| **Subagreement Services** | | | | | | | | | | | | | | | | | |
| 5102 | Special Education | - | 13,636 | 13,636 | 13,636 | 13,636 | 13,636 | 13,636 | 13,636 | 13,636 | 13,636 | 13,636 | 13,636 | - | 150,000 | 150,000 | - |
| 5103 | Substitute Teacher | | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | - | 25,000 | 25,000 | - |
| 5104 | Transportation | - | 654 | 654 | 654 | 654 | 654 | 654 | 654 | 654 | 654 | 654 | 654 | - | 7,189 | 7,189 | - |
| 5105 | Security | - | 1,400 | 1,400 | 1,400 | 1,400 | 1,400 | 1,400 | 1,400 | 1,400 | 1,400 | 1,400 | 1,400 | - | 15,405 | 15,405 | - |
| 5106 | Other Educational Consultants | - | 2,773 | 2,773 | 2,773 | 2,773 | 2,773 | 2,773 | 2,773 | 2,773 | 2,773 | 2,773 | 2,773 | - | 30,502 | 30,502 | - |
| | | - | 20,736 | 20,736 | 20,736 | 20,736 | 20,736 | 20,736 | 20,736 | 20,736 | 20,736 | 20,736 | 20,736 | - | 228,096 | 228,096 | - |
| **Operations and Housekeeping** | | | | | | | | | | | | | | | | | |
| 5201 | Auto and Travel | - | 405 | 405 | 405 | 405 | 405 | 405 | 405 | 405 | 405 | 405 | 405 | - | 4,457 | 4,457 | - |
| 5300 | Dues & Memberships | | 1,818 | 1,818 | 1,818 | 1,818 | 1,818 | 1,818 | 1,818 | 1,818 | 1,818 | 1,818 | 1,818 | - | 20,000 | 20,000 | - |
| 5400 | Insurance | | 7,154 | 7,154 | 7,154 | 7,154 | 7,154 | 7,154 | 7,154 | 7,154 | 7,154 | 7,154 | 7,154 | - | 78,692 | 78,692 | - |
| 5501 | Utilities | | 12,727 | 12,727 | 12,727 | 12,727 | 12,727 | 12,727 | 12,727 | 12,727 | 12,727 | 12,727 | 12,727 | - | 140,000 | 140,000 | - |
| 5502 | Janitorial Services | | 10,909 | 10,909 | 10,909 | 10,909 | 10,909 | 10,909 | 10,909 | 10,909 | 10,909 | 10,909 | 10,909 | - | 120,000 | 120,000 | - |
| 5900 | Communications | | 1,669 | 1,669 | 1,669 | 1,669 | 1,669 | 1,669 | 1,669 | 1,669 | 1,669 | 1,669 | 1,669 | - | 18,358 | 18,358 | - |
| 5901 | Postage and Shipping | - | 131 | 131 | 131 | 131 | 131 | 131 | 131 | 131 | 131 | 131 | 131 | - | 1,438 | 1,438 | - |
| | | - | 34,813 | 34,813 | 34,813 | 34,813 | 34,813 | 34,813 | 34,813 | 34,813 | 34,813 | 34,813 | 34,813 | - | 382,945 | 382,945 | - |
| **Facilities, Repairs and Other Leases** | | | | | | | | | | | | | | | | | |
| 5601 | Rent | 78,639 | 78,639 | 78,639 | 78,639 | 78,639 | 78,639 | 78,639 | 78,639 | 78,639 | 78,639 | 78,639 | 78,639 | | 943,665 | 943,665 | - |
| 5603 | Equipment Leases | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | - | 25,000 | 25,000 | - |
| 5605 | Real/Personal Property Taxes | | | | | 12,500 | | | | | | 12,500 | | | 25,000 | 25,000 | - |
| 5610 | Repairs and Maintenance | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | - | 100,000 | 100,000 | - |
| 5615 | Repairs and Maintenance - | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | | 64,291 | 100,000 | |
| 5616 | Repairs and Maintenance - | 208 | 208 | 208 | 208 | 208 | 208 | 208 | 208 | 208 | 208 | 208 | 208 | | 1,607 | 2,500 | |
| | | 97,597 | 97,597 | 97,597 | 97,597 | 110,097 | 97,597 | 97,597 | 97,597 | 97,597 | 97,597 | 110,097 | 97,597 | - | 1,196,165 | 1,196,165 | - |
| **Professional/Consulting Services** | | | | | | | | | | | | | | | | | |
| 5801 | IT | 1,667 | 1,667 | 1,667 | 1,667 | 1,667 | 1,667 | 1,667 | 1,667 | 1,667 | 1,667 | 1,667 | 1,667 | - | 20,000 | 20,000 | - |
| 5802 | Audit & Taxes | 1,712 | 1,712 | 1,712 | 1,712 | 1,712 | 1,712 | 1,712 | 1,712 | 1,712 | 1,712 | 1,712 | 1,712 | - | 20,540 | 20,540 | - |
| 5803 | Legal | 2,095 | 2,095 | 2,095 | 2,095 | 2,095 | 2,095 | 2,095 | 2,095 | 2,095 | 2,095 | 2,095 | 2,095 | - | 25,135 | 25,135 | - |
| 5804 | Professional Development | 2,917 | 2,917 | 2,917 | 2,917 | 2,917 | 2,917 | 2,917 | 2,917 | 2,917 | 2,917 | 2,917 | 2,917 | - | 35,000 | 35,000 | - |
| 5805 | General Consulting | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | - | 100,000 | 100,000 | - |
| 5806 | Special Activities/Field Trips | 6,250 | 6,250 | 6,250 | 6,250 | 6,250 | 6,250 | 6,250 | 6,250 | 6,250 | 6,250 | 6,250 | 6,250 | - | 75,000 | 75,000 | - |
| 5807 | Bank Charges | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | - | 1,438 | 1,438 | - |
| 5808 | Printing | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | - | 1,150 | 1,150 | - |
| 5809 | Other taxes and fees | 208 | 208 | 208 | 208 | 208 | 208 | 208 | 208 | 208 | 208 | 208 | 208 | - | 2,500 | 2,500 | - |
| 5810 | Payroll Service Fee | 1,198 | 1,198 | 1,198 | 1,198 | 1,198 | 1,198 | 1,198 | 1,198 | 1,198 | 1,198 | 1,198 | 1,198 | - | 14,378 | 14,378 | - |
| 5811 | Management Fee | | | | | | | | | | | | 756,332 | - | 756,332 | 756,332 | - |
| 5812 | District Oversight Fee | | | | | | | | | | | | | 53,152 | 53,152 | 53,152 | - |
| 5813 | Business Services | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | 8,333 | | 100,000 | 100,000 | - |
| 5814 | SPED Encroachment | - | 621 | 621 | 1,117 | 1,117 | 1,117 | 1,117 | 1,117 | 1,583 | 1,583 | 1,583 | 1,583 | | 13,159 | 13,159 | - |
| 5830 | Field Trips | 4,167 | 4,167 | 4,167 | 4,167 | 4,167 | 4,167 | 4,167 | 4,167 | 4,167 | 4,167 | 4,167 | 4,167 | | 50,000 | 50,000 | |
| 5836 | Fingerprinting | 125 | 125 | 125 | 125 | 125 | 125 | 125 | 125 | 125 | 125 | 125 | 125 | | 1,500 | 1,500 | |
| 5851 | Marketing and Student Recruiting | 1,785 | 1,785 | 1,785 | 1,785 | 1,785 | 1,785 | 1,785 | 1,785 | 1,785 | 1,785 | 1,785 | 1,785 | | 21,423 | 21,423 | |
| 5875 | Staff Recruiting | 625 | 625 | 625 | 625 | 625 | 625 | 625 | 625 | 625 | 625 | 625 | 625 | | 7,500 | 7,500 | |
| 5877 | Student Activities | 14,583 | 14,583 | 14,583 | 14,583 | 14,583 | 14,583 | 14,583 | 14,583 | 14,583 | 14,583 | 14,583 | 14,583 | | 175,000 | 175,000 | |
| 5878 | Student Assessment | 625 | 625 | 625 | 625 | 625 | 625 | 625 | 625 | 625 | 625 | 625 | 625 | | 7,500 | 7,500 | |
| | | 54,839 | 55,459 | 55,459 | 55,956 | 55,956 | 55,956 | 55,956 | 55,956 | 56,421 | 56,421 | 56,421 | 812,753 | 53,152 | 1,480,707 | 1,480,707 | - |
| **Depreciation** | | | | | | | | | | | | | | | | | |

## 26-27 Downtown Charter Academy Draft Budget

**Monthly Cash Flow/Forecast FY26-27**

*Revised 6.06.26*

*Actuals Through:*

**ADA = 366.70**

| | | Jul-26 | Aug-26 | Sep-26 | Oct-26 | Nov-26 | Dec-26 | Jan-27 | Feb-27 | Mar-27 | Apr-27 | May-27 | Jun-27 | Year-End Accruals | Annual Budget | Original Budget Total | Favorable / (Unfav.) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 6900 | Depreciation Expense | 6,250 | 6,250 | 6,250 | 6,250 | 6,250 | 6,250 | 6,250 | 6,250 | 6,250 | 6,250 | 6,250 | 6,250 | - | 75,000 | 75,000 | - |
| | | 6,250 | 6,250 | 6,250 | 6,250 | 6,250 | 6,250 | 6,250 | 6,250 | 6,250 | 6,250 | 6,250 | 6,250 | - | 75,000 | 75,000 | - |
| **Interest** | | | | | | | | | | | | | | | | | |
| | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| **Total Expenses** | | 264,938 | 600,072 | 600,072 | 600,569 | 613,069 | 569,019 | 573,135 | 572,106 | 570,513 | 569,484 | 581,984 | 1,325,816 | 53,152 | 7,493,930 | 7,493,930 | - |
| **Monthly Surplus (Deficit)** | | (264,938) | (344,699) | (211,598) | 20,653 | (165,911) | (13,476) | 328,236 | (124,948) | 184,143 | 238,952 | 151,938 | (718,460) | 989,493 | 69,386 | 69,386 | - |
| Cash Flow Adjustments | | | | | | | | | | | | | | | | | |
| Monthly Surplus (Deficit) | | (264,938) | (344,699) | (211,598) | 20,653 | (165,911) | (13,476) | 328,236 | (124,948) | 184,143 | 238,952 | 151,938 | (718,460) | 989,493 | 69,386 | | |
| Cash flows from operating activities | | | | | | | | | | | | | | | | | |
| | Depreciation/Amortization | 6,250 | 6,250 | 6,250 | 6,250 | 6,250 | 6,250 | 6,250 | 6,250 | 6,250 | 6,250 | 6,250 | 6,250 | - | 75,000 | | |
| | Public Funding Receivables | 399,619 | - | 103,227 | - | 103,668 | 40,622 | 83,393 | - | - | - | - | - | ######### | (312,114) | | |
| | Grants and Contributions Rec. | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| | Due To/From Related Parties | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| | Prepaid Expenses | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| | Other Assets | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| | Accounts Payable | - | - | - | - | - | - | - | - | - | - | - | - | 53,152 | 53,152 | | |
| | Accrued Expenses | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| | Other Liabilities | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| | Deferred Revenue | - | - | - | - | - | - | - | - | - | - | - | - | | - | | |
| Cash flows from investing activities | | | | | | | | | | | | | | | | | |
| | Purchases of Prop. And Equip. | (895,294) | - | - | - | - | - | - | - | - | - | - | - | - | (895,294) | | |
| | Notes Receivable | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Cash flows from financing activities | | | | | | | | | | | | | | | | | |
| | Proceeds from Factoring | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| | Payments on Factoring | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| | Proceeds(Payments) on Debt | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Total Change in Cash | | (754,362) | (338,449) | (102,121) | 26,903 | (55,992) | 33,397 | 417,880 | (118,698) | 190,393 | 245,202 | 158,188 | (712,210) | | | | |
| Cash, Beginning of Month | | 5,014,097 | 4,259,735 | 3,921,285 | 3,819,165 | 3,846,068 | 3,790,075 | 3,823,472 | 4,241,352 | 4,122,654 | 4,313,047 | 4,558,249 | 4,716,438 | | | | |
| Cash, End of Month | | 4,259,735 | 3,921,285 | 3,819,165 | 3,846,068 | 3,790,075 | 3,823,472 | 4,241,352 | 4,122,654 | 4,313,047 | 4,558,249 | 4,716,438 | 4,004,228 | | | | |

# Coversheet

## Review and Consideration of Adoption of 2026-2027 Budget - John Henry High School

| | |
|---|---|
| **Section:** | V. Business II |
| **Item:** | R. Review and Consideration of Adoption of 2026-2027 Budget - John Henry High School |
| **Purpose:** | Vote |
| **Submitted by:** | |
| **Related Material:** | FY26-27_AMPS JHHS_Budget Packet.pdf |

CHARTER IMPACT

# John Henry High School

Budget Presentation – FY 2026-27

# Highlights

- **4.31%** COLA projected for LCFF in 26-27
- Enrollment Projected at 310; with 92 % attendance
- Budget generates Surplus in 26-27 & the out years
- Fund Balance at YE 26-27 projected at around 28.6 %.
- Model has been revised with data from May revised Budget

| Enrollment & Per Pupil Data | Budget |
|---|---|
| Average Enrollment | 310 |
| ADA | 285 |
| Attendance Rate | 92.0% |
| Unduplicated % | 88.0% |
| Revenue per ADA | $22,559 |
| Expenses per ADA | $22,229 |

| | 2025-26 2nd Interim Budget | 2026-27 Budget | 2027-28 Forecast | 2028-29 Forecast |
|---|---|---|---|---|
| **Assumptions** | | | | |
| *State COLA* | | *4.31%* | *3.30%* | *3.09%* |
| *Other Revenue COLA* | *n/a* | *n/a* | *0.00%* | *0.00%* |
| *Expense COLA* | | *3.08%* | *2.75%* | *2.68%* |
| *Enrollment* | | *310.00* | *320.00* | *330.00* |
| *Average Daily Attendance* | *302.55* | *285.20* | *294.40* | *303.60* |
| **Total Revenue** | **$ 6,367,970** | **$ 6,433,834** | **$ 6,702,157** | **$ 7,089,046** |
| **Total Expenses** | **$ 6,483,710** | **$ 6,339,681** | **$ 6,590,266** | **$ 6,883,590** |
| **Surplus (Deficit)** | **$ (115,740)** | **$ 94,153** | **$ 111,891** | **$ 205,456** |
| Fund Balance, Beginning of Year | $ 1,831,790 | $ 1,716,050 | $ 1,810,202 | $ 1,922,093 |
| **Fund Balance, End of Year** | **$ 1,716,050** | **$ 1,810,202** | **$ 1,922,093** | **$ 2,127,549** |
| | *26.5%* | *28.6%* | *29.2%* | *30.9%* |

# Revenue

**2026-27: Revenue Projected at $6.433 Mil. Per ADA average is $22,559**

- State Aid: $4.871 Mil (75% of Total Revenue). Revenue driven by ADA
- Federal Revenue: Projected at $271 K.
  - Title Funds (I,II& IV) projected at $145 K;
  - SPED funding of $54 K
  - Child Nutrition programs at $71 K.

| | 2026-27 *Year 0* |
|---|---|
| ***Federal Revenue*** | |
| Special Education - Entitlement | $54,418 |
| Federal Child Nutrition | 71,024 |
| Title I, Part A - Basic Low Income | 122,089 |
| Title II, Part A - Teacher Quality | 13,762 |
| Other Federal Revenue | 10,000 |
| **Total Federal Revenue** | **$271,293** |

| | 2026-27 | 2027-28 | 2028-29 |
|---|---|---|---|
| ***Summary of Revenue Programs*** | | | |
| State Aid - Revenue Limit | $4,871,202 | $5,183,214 | $5,508,878 |
| Federal Revenue | 271,293 | 276,160 | 286,629 |
| Other State Revenue | 1,189,587 | 1,137,748 | 1,185,222 |
| Other Local Revenue | 101,752 | 105,034 | 108,317 |
| **Total Revenues** | **$6,433,834** | **$6,702,157** | **$7,089,046** |
| *State Revenues as % of Total* | *75.7%* | *77.3%* | *77.7%* |
| *Revenues per ADA* | *$22,559* | *$22,765* | *$23,350* |

# Revenue Continued

- Other State revenue projected at $ 1.189 Mil is a significant source of Funding.
  - $417 K in State SPED Funding
  - $393 K in SB740 Facilities Funding
  - $77 K in State lottery
  - Other State Revenue includes : Prop 28 & One-time SSPDBG funding
- Additionally, $ 101 K projected from local Parcel tax measures.

| | 2026-27 | 2027-28 | 2028-29 |
|---|---|---|---|
| ***Other State Revenue*** | | | |
| State Special Education | $417,879 | $407,514 | $433,235 |
| Child Nutrition | 59,286 | 62,196 | 65,858 |
| School Facilities (SB740) | 393,747 | 419,861 | 432,102 |
| Mandated Cost | 18,035 | 17,562 | 18,688 |
| State Lottery | 77,574 | 80,077 | 82,579 |
| Other State Revenue | 223,065 | 150,538 | 152,759 |
| **Total Other State Revenue** | **$1,189,587** | **$1,137,748** | **$1,185,222** |

# Expenses

- Annual Expenses Projected at $6,339,681. Per ADA average is $22,229.
- Second Interim Forecasts Have been rolled forward & COLA of 3.08 % has been applied.
- Full staffing is planned for next year. Vacancies will result in lower personnel costs, offset by higher sub-agreement costs to cover substitutes. Personnel costs currently represent 48% of total expenses.

| | 2026-27 | 2027-28 | 2028-29 |
|---|---|---|---|
| ***Summary of Projected Expenses*** | | | |
| Certificated Salaries | $1,830,026 | $1,884,927 | $1,941,475 |
| Classified Salaries | 679,683 | 709,410 | 729,411 |
| Employee Benefits | 529,493 | 545,770 | 561,521 |
| **Total Compensation** | **$3,039,203** | **$3,140,107** | **$3,232,407** |
| | | | |
| Books and Supplies | $395,443 | $418,915 | $443,076 |
| Subagreement Services | 269,100 | 285,420 | 302,227 |
| Operations and Housekeeping | 439,600 | 466,260 | 493,716 |
| Facilities, Repairs and Other Leases | 1,173,356 | 1,213,792 | 1,285,269 |
| Professional/Consulting Services | 1,019,816 | 1,062,609 | 1,123,732 |
| Depreciation | 3,163 | 3,163 | 3,163 |
| Interest | - | - | - |
| **Total Non-Comp** | **$3,300,479** | **$3,450,158** | **$3,651,183** |
| | | | |
| **Total Expenses** | **$6,339,681** | **$6,590,266** | **$6,883,590** |

# Fund & Cash Balance

- Surplus of $94,153 Projected for FY26-27. Surplus projected for out years as well
- Fund Balance projected at $1,810,202. 28.6 % of Total expenses.
- Beginning Fund balance subject to change in anticipation of the June 2026 financial close
- Cash Balance at the end of 26-27 Projected at $4,121,808. Cash position remains strong at each monthly close.

| | 2025-26 2nd Interim Budget | 2026-27 Budget | 2027-28 Forecast | 2028-29 Forecast |
|---|---|---|---|---|
| **Total Revenue** | $ 6,367,970 | $ 6,433,834 | $ 6,702,157 | $ 7,089,046 |
| **Total Expenses** | $ 6,483,710 | $ 6,339,681 | $ 6,590,266 | $ 6,883,590 |
| **Surplus (Deficit)** | $ (115,740) | $ 94,153 | $ 111,891 | $ 205,456 |
| Fund Balance, Beginning of Year | $ 1,831,790 | $ 1,716,050 | $ 1,810,202 | $ 1,922,093 |
| **Fund Balance, End of Year** | $ 1,716,050 | $ 1,810,202 | $ 1,922,093 | $ 2,127,549 |
| | *26.5%* | *28.6%* | *29.2%* | *30.9%* |
| **Cash, End of Year** | | $ 4,121,808 | $ 4,085,573 | $ 4,157,090 |

# Appendix

Multi-year Budget

26-27 Cash Flow by Month

# FY26-27 JHHS Budget

## Multi-Year Forecast

*Revised 6.06.26*

CHARTER IMPACT

| | 2025-26 2nd Interim Budget | 2026-27 Budget | 2027-28 Forecast | 2028-29 Forecast |
|---|---|---|---|---|
| **Assumptions** | | | | |
| *State COLA* | | *4.31%* | *3.30%* | *3.09%* |
| *Other Revenue COLA* | *n/a* | *n/a* | *0.00%* | *0.00%* |
| *Expense COLA* | | *3.08%* | *2.75%* | *2.68%* |
| *Enrollment* | | *310.00* | *320.00* | *330.00* |
| *Average Daily Attendance* | *302.55* | *285.20* | *294.40* | *303.60* |
| **Revenues** | | | | |
| **State Aid - Revenue Limit** | | | | |
| 8011 LCFF State Aid | $ 5,017,662 | $ 4,814,162 | $ 5,124,334 | $ 5,448,158 |
| 8012 Education Protection Account | 62,192 | 57,040 | 58,880 | 60,720 |
| | 5,079,854 | 4,871,202 | 5,183,214 | 5,508,878 |
| **Federal Revenue** | | | | |
| 8181 Special Education - Entitlement | 48,285 | 54,418 | 49,910 | 51,520 |
| 8220 Federal Child Nutrition | 75,913 | 71,024 | 76,017 | 80,494 |
| 8290 Title I, Part A - Basic Low Income | 123,886 | 122,089 | 126,027 | 129,966 |
| 8291 Title II, Part A - Teacher Quality | 14,425 | 13,762 | 14,206 | 14,650 |
| 8296 Other Federal Revenue | 10,000 | 10,000 | 10,000 | 10,000 |
| | 272,509 | 271,293 | 276,160 | 286,629 |
| **Other State Revenue** | | | | |
| 8311 State Special Education | 298,704 | 417,879 | 407,514 | 433,235 |
| 8520 Child Nutrition | 50,971 | 59,286 | 62,196 | 65,858 |
| 8545 School Facilities (SB740) | 435,202 | 393,747 | 419,861 | 432,102 |
| 8550 Mandated Cost | 18,350 | 18,035 | 17,562 | 18,688 |
| 8560 State Lottery | 84,581 | 77,574 | 80,077 | 82,579 |
| 8599 Other State Revenue | 26,046 | 223,065 | 150,538 | 152,759 |
| | 913,855 | 1,189,587 | 1,137,748 | 1,185,222 |
| **Other Local Revenue** | | | | |
| 8690 Other Local Revenue | 101,752 | 101,752 | 105,034 | 108,317 |
| | 101,752 | 101,752 | 105,034 | 108,317 |
| **Total Revenue** | **$ 6,367,970** | **$ 6,433,834** | **$ 6,702,157** | **$ 7,089,046** |
| **Expenses** | | | | |
| **Certificated Salaries** | | | | |
| 1100 Teachers' Salaries | 1,138,102 | 1,391,927 | 1,433,685 | 1,476,696 |
| 1175 Teachers' Extra Duty/Stipends | 20,000 | 12,500 | 12,875 | 13,261 |
| 1200 Pupil Support Salaries | 75,790 | 78,064 | 80,406 | 82,818 |
| 1300 Administrators' Salaries | 340,721 | 347,535 | 357,961 | 368,700 |
| | 1,574,613 | 1,830,026 | 1,884,927 | 1,941,475 |
| **Classified Salaries** | | | | |
| 2100 Instructional Salaries | 189,264 | 257,399 | 265,121 | 273,074 |
| 2200 Support Salaries | 234,868 | 241,914 | 249,171 | 256,646 |
| 2400 Clerical and Office Staff Salaries | 157,967 | 180,370 | 195,118 | 199,690 |

# FY26-27 JHHS Budget

## Multi-Year Forecast

*Revised 6.06.26*

| | | 2025-26 2nd Interim Budget | 2026-27 Budget | 2027-28 Forecast | 2028-29 Forecast |
|---|---|---|---|---|---|
| | | 582,099 | 679,683 | 709,410 | 729,411 |
| **Benefits** | | | | | |
| 3301 | OASDI | 154,736 | 155,602 | 160,849 | 165,595 |
| 3311 | Medicare | 36,188 | 36,391 | 37,618 | 38,728 |
| 3401 | Health and Welfare | 218,400 | 273,156 | 281,351 | 289,791 |
| 3501 | State Unemployment | 20,000 | 16,660 | 16,660 | 16,660 |
| 3601 | Workers' Compensation | 34,940 | 35,136 | 36,321 | 37,392 |
| 3901 | Other Benefits | 5,000 | 12,549 | 12,972 | 13,354 |
| | | 469,265 | 529,493 | 545,770 | 561,521 |
| **Books and Supplies** | | | | | |
| 4100 | Textbooks and Core Curricula | 80,000 | 100,000 | 106,065 | 112,310 |
| 4200 | Books and Other Materials | 1,000 | 1,500 | 1,591 | 1,685 |
| 4302 | School Supplies | 10,000 | 10,270 | 10,893 | 11,534 |
| 4303 | Technology Supplies | 2,500 | 2,568 | 2,723 | 2,884 |
| 4304 | Non-Instructional Supplies | 1,200 | 1,232 | 1,307 | 1,384 |
| 4305 | Software | 25,000 | 54,306 | 57,599 | 60,991 |
| 4310 | Office Expense | 15,000 | 15,405 | 15,829 | 16,253 |
| 4311 | Business Meals | 2,500 | 2,577 | 2,733 | 2,894 |
| 4315 | Custodial Supplies | 10,000 | 10,306 | 10,931 | 11,575 |
| 4320 | Educational Software | 17,500 | 18,036 | 19,129 | 20,256 |
| 4326 | Art & Music Supplies | 100 | 103 | 109 | 116 |
| 4327 | MS/HS Sports Supplies | 2,000 | 2,061 | 2,186 | 2,315 |
| 4328 | Student Activity Supplies & Materials | 350 | 359 | 381 | 404 |
| 4335 | PE Supplies | 1,500 | 1,546 | 1,640 | 1,736 |
| 4350 | Uniforms | 14,474 | 14,865 | 15,766 | 16,695 |
| 4420 | Noncapitalized Computer Equipment | 16,000 | 20,000 | 21,213 | 22,462 |
| 4421 | Noncapitalized Classroom Furniture, Equi | - | 5,000 | 5,303 | 5,616 |
| 4700 | Food Services | 126,884 | 130,310 | 138,213 | 146,352 |
| 4720 | Other Food | 5,000 | 5,000 | 5,303 | 5,616 |
| | | 331,008 | 395,443 | 418,915 | 443,076 |
| **Subagreement Services** | | | | | |
| 5102 | Special Education | 325,000 | 200,000 | 212,129 | 224,621 |
| 5103 | Substitute Teacher | 410,530 | 25,000 | 26,516 | 28,078 |
| 5104 | Transportation | 15,000 | 20,000 | 21,213 | 22,462 |
| 5105 | Security | 15,000 | 14,600 | 15,485 | 16,397 |
| 5106 | Other Educational Consultants | 5,000 | 9,500 | 10,076 | 10,669 |
| | | 770,530 | 269,100 | 285,420 | 302,227 |
| **Operations and Housekeeping** | | | | | |
| 5201 | Auto and Travel | 3,500 | 3,400 | 3,606 | 3,819 |
| 5300 | Dues & Memberships | 40,000 | 38,900 | 41,259 | 43,689 |
| 5400 | Insurance | 112,874 | 109,700 | 116,353 | 123,204 |
| 5501 | Utilities | 200,000 | 194,300 | 206,083 | 218,219 |
| 5502 | Janitorial Services | 80,000 | 77,700 | 82,412 | 87,265 |
| 5900 | Communications | 15,000 | 14,600 | 15,485 | 16,397 |

# FY26-27 JHHS Budget

## Multi-Year Forecast

*Revised 6.06.26*

| | 2025-26 2nd Interim Budget | 2026-27 Budget | 2027-28 Forecast | 2028-29 Forecast |
|---|---|---|---|---|
| 5901 Postage and Shipping | 1,000 | 1,000 | 1,061 | 1,123 |
| | 452,374 | 439,600 | 466,260 | 493,716 |
| **Facilities, Repairs and Other Leases** | | | | |
| 5601 Rent | 971,631 | 1,002,515 | 1,032,590 | 1,093,397 |
| 5603 Equipment Leases | 20,000 | 20,540 | 21,786 | 23,069 |
| 5605 Real/Personal Property Taxes | 76,538 | 76,538 | 81,180 | 85,960 |
| 5610 Repairs and Maintenance | 10,000 | 10,308 | 10,933 | 11,577 |
| 5615 Repairs and Maintenance - Building | 60,000 | 61,848 | 65,599 | 69,462 |
| 5616 Repairs and Maintenance - Computers | 1,500 | 1,607 | 1,704 | 1,805 |
| | 1,139,669 | 1,173,356 | 1,213,792 | 1,285,269 |
| **Professional/Consulting Services** | | | | |
| 5801 IT | 12,000 | 12,324 | 13,071 | 13,841 |
| 5802 Audit & Taxes | 17,000 | 17,000 | 17,468 | 17,936 |
| 5803 Legal | 15,000 | 10,000 | 10,275 | 10,550 |
| 5804 Professional Development | 35,000 | 35,000 | 37,123 | 39,309 |
| 5805 General Consulting | 30,000 | 30,000 | 31,819 | 33,693 |
| 5806 Special Activities/Field Trips | 5,000 | 5,135 | 5,446 | 5,767 |
| 5807 Bank Charges | 100 | 103 | 109 | 115 |
| 5808 Printing | 2,000 | 2,054 | 2,179 | 2,307 |
| 5809 Other taxes and fees | 10,000 | 16,432 | 17,429 | 18,455 |
| 5810 Payroll Service Fee | 12,000 | 12,324 | 13,071 | 13,841 |
| 5811 Management Fee | 636,797 | 643,383 | 670,216 | 708,905 |
| 5812 District Oversight Fee | 50,799 | 53,115 | 51,832 | 55,089 |
| 5813 Business Services | 44,657 | 79,200 | 84,003 | 88,950 |
| 5814 SPED Encroachment | 7,500 | 14,323 | 13,723 | 14,543 |
| 5830 Field Trips | 7,500 | 7,888 | 8,366 | 8,859 |
| 5836 Fingerprinting | - | 500 | 530 | 562 |
| 5851 Marketing and Student Recruiting | 15,000 | 15,000 | 15,910 | 16,847 |
| 5875 Staff Recruiting | 10,000 | 5,000 | 5,303 | 5,616 |
| 5877 Student Activities | 20,000 | 21,035 | 22,311 | 23,624 |
| 5878 Student Assessment | 40,000 | 40,000 | 42,426 | 44,924 |
| | 970,352 | 1,019,816 | 1,062,609 | 1,123,732 |
| **Depreciation** | | | | |
| 6900 Depreciation Expense | 193,801 | 3,163 | 3,163 | 3,163 |
| | 193,801 | 3,163 | 3,163 | 3,163 |
| **Interest** | | | | |
| | - | - | - | - |
| **Total Expenses** | **$ 6,483,710** | **$ 6,339,681** | **$ 6,590,266** | **$ 6,883,590** |
| **Surplus (Deficit)** | **$ (115,740)** | **$ 94,153** | **$ 111,891** | **$ 205,456** |
| Fund Balance, Beginning of Year | $ 1,831,790 | $ 1,716,050 | $ 1,810,202 | $ 1,922,093 |
| **Fund Balance, End of Year** | **$ 1,716,050** | **$ 1,810,202** | **$ 1,922,093** | **$ 2,127,549** |

# FY26-27 JHHS Budget

## Multi-Year Forecast

*Revised 6.06.26*

| | 2025-26 2nd Interim Budget | 2026-27 Budget | 2027-28 Forecast | 2028-29 Forecast |
|---|---|---|---|---|
| | ***26.5%*** | ***28.6%*** | ***29.2%*** | ***30.9%*** |
| **Cash Flow Adjustments** | | | | |
| Surplus (Deficit) | | 94,153 | 111,891 | 205,456 |
| Cash Flows From Operating Activities | | | | |
| Depreciation/Amortization | | 3,163 | 3,163 | 3,163 |
| Public Funding Receivables | | 19,604 | (106,418) | (45,339) |
| Grants and Contributions Rec. | | - | - | - |
| Due To/From Related Parties | | - | - | - |
| Prepaid Expenses | | - | - | - |
| Other Assets | | - | - | - |
| Accounts Payable | | 91,582 | 24,716 | (22,176) |
| Accrued Expenses | | - | - | - |
| Deferred Revenue | | - | (69,587) | (69,587) |
| Cash Flows From Investing Activities | | | | |
| Purchases of Prop. And Equip. | | - | - | - |
| Notes Receivable | | - | - | - |
| Cash Flows From Financing Activities | | | | |
| Proceeds from Factoring | | - | - | - |
| Payments on Factoring | | - | - | - |
| Proceeds(Payments) on Debt | | - | - | - |
| Total Change in Cash | | 208,502 | (36,235) | 71,517 |
| Cash, Beginning of Year | | 3,913,306 | 4,121,808 | 4,085,573 |
| **Cash, End of Year** | | **$ 4,121,808** | **$ 4,085,573** | **$ 4,157,090** |

## FY26-27 JHHS Budget

**Monthly Cash Flow/Forecast FY26-27**

*Revised 6.06.26*

*Actuals Through:*

**ADA = 285.20**

| | | Jul-26 | Aug-26 | Sep-26 | Oct-26 | Nov-26 | Dec-26 | Jan-27 | Feb-27 | Mar-27 | Apr-27 | May-27 | Jun-27 | Year-End Accruals | Annual Budget | Original Budget Total | Favorable / (Unfav.) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Revenues** | | | | | | | | | | | | | | | | ADA = 285.20 | |
| **State Aid - Revenue Limit** | | | | | | | | | | | | | | | | | |
| 8011 | LCFF State Aid | - | 255,352 | 255,352 | 459,633 | 459,633 | 459,633 | 459,633 | 459,633 | 401,059 | 401,059 | 401,059 | 401,059 | 401,058 | 4,814,162 | 4,814,162 | - |
| 8012 | Education Protection Account | - | - | 14,260 | - | - | 14,260 | - | - | 14,260 | - | - | - | 14,260 | 57,040 | 57,040 | - |
| | | - | 255,352 | 269,612 | 459,633 | 459,633 | 473,893 | 459,633 | 459,633 | 415,319 | 401,059 | 401,059 | 401,059 | 415,318 | 4,871,202 | 4,871,202 | - |
| **Federal Revenue** | | | | | | | | | | | | | | | | | |
| 8181 | Special Education - Entitlement | - | - | - | - | - | - | - | - | - | - | - | - | 54,418 | 54,418 | 54,418 | - |
| 8220 | Federal Child Nutrition | - | - | - | 3,551 | 6,747 | 6,747 | 6,747 | 6,747 | 6,747 | 6,747 | 6,747 | 6,747 | 13,495 | 71,024 | 71,024 | - |
| 8290 | Title I, Part A - Basic Low Income | - | - | 30,522 | - | - | 91,567 | - | - | - | - | - | - | - | 122,089 | 122,089 | - |
| 8291 | Title II, Part A - Teacher Quality | - | - | 3,441 | - | - | 10,322 | - | - | - | - | - | - | - | 13,762 | 13,762 | - |
| 8296 | Other Federal Revenue | - | - | - | 2,500 | - | - | 2,500 | - | - | 2,500 | - | - | 2,500 | 10,000 | 10,000 | - |
| | | - | - | 33,963 | 6,051 | 6,747 | 108,636 | 9,247 | 6,747 | 6,747 | 9,247 | 6,747 | 6,747 | 70,413 | 271,293 | 271,293 | - |
| **Other State Revenue** | | | | | | | | | | | | | | | | | |
| 8311 | State Special Education | - | 20,894 | 20,894 | 37,609 | 37,609 | 37,609 | 37,609 | 37,609 | 37,609 | 37,609 | 37,609 | 37,609 | 37,609 | 417,879 | 417,879 | - |
| 8520 | Child Nutrition | - | - | - | 2,993 | 5,686 | 5,686 | 5,686 | 5,686 | 5,686 | 5,686 | 5,686 | 5,686 | 10,802 | 59,286 | 59,286 | - |
| 8545 | School Facilities (SB740) | - | - | - | - | - | - | 196,874 | - | - | - | 98,437 | - | 98,437 | 393,747 | 393,747 | - |
| 8550 | Mandated Cost | - | - | - | - | - | 18,035 | - | - | - | - | - | - | - | 18,035 | 18,035 | - |
| 8560 | State Lottery | - | - | - | - | - | - | 20,573 | - | - | 20,573 | - | - | 36,428 | 77,574 | 77,574 | - |
| 8599 | Other State Revenue | - | 927 | 927 | 52,800 | 1,668 | 1,668 | 52,800 | 1,668 | 1,668 | 52,800 | 1,668 | 1,668 | 52,800 | 223,065 | 223,065 | - |
| | | - | 21,821 | 21,821 | 93,402 | 44,964 | 62,999 | 313,543 | 44,964 | 44,964 | 116,669 | 143,401 | 44,964 | 236,076 | 1,189,587 | 1,189,587 | - |
| **Other Local Revenue** | | | | | | | | | | | | | | | | | |
| 8690 | Other Local Revenue | - | - | 10,175 | 10,175 | 10,175 | 10,175 | 10,175 | 10,175 | 10,175 | 10,175 | 10,175 | 10,175 | - | 101,752 | 101,752 | - |
| | | - | - | 10,175 | 10,175 | 10,175 | 10,175 | 10,175 | 10,175 | 10,175 | 10,175 | 10,175 | 10,175 | - | 101,752 | 101,752 | - |
| **Total Revenue** | | - | 277,172 | 335,570 | 569,261 | 521,519 | 655,702 | 792,598 | 521,519 | 477,206 | 537,151 | 561,383 | 462,946 | 721,806 | 6,433,834 | 6,433,834 | - |
| **Expenses** | | | | | | | | | | | | | | | | | |
| **Certificated Salaries** | | | | | | | | | | | | | | | | | |
| 1100 | Teachers' Salaries | - | 126,539 | 126,539 | 126,539 | 126,539 | 126,539 | 126,539 | 126,539 | 126,539 | 126,539 | 126,539 | 126,539 | - | 1,391,927 | 1,391,927 | - |
| 1175 | Teachers' Extra Duty/Stipends | - | 1,136 | 1,136 | 1,136 | 1,136 | 1,136 | 1,136 | 1,136 | 1,136 | 1,136 | 1,136 | 1,136 | - | 12,500 | 12,500 | - |
| 1200 | Pupil Support Salaries | - | 7,097 | 7,097 | 7,097 | 7,097 | 7,097 | 7,097 | 7,097 | 7,097 | 7,097 | 7,097 | 7,097 | - | 78,064 | 78,064 | - |
| 1300 | Administrators' Salaries | 28,961 | 28,961 | 28,961 | 28,961 | 28,961 | 28,961 | 28,961 | 28,961 | 28,961 | 28,961 | 28,961 | 28,961 | - | 347,535 | 347,535 | - |
| | | 28,961 | 163,733 | 163,733 | 163,733 | 163,733 | 163,733 | 163,733 | 163,733 | 163,733 | 163,733 | 163,733 | 163,733 | - | 1,830,026 | 1,830,026 | - |
| **Classified Salaries** | | | | | | | | | | | | | | | | | |
| 2100 | Instructional Salaries | - | 23,400 | 23,400 | 23,400 | 23,400 | 23,400 | 23,400 | 23,400 | 23,400 | 23,400 | 23,400 | 23,400 | - | 257,399 | 257,399 | - |
| 2200 | Support Salaries | - | 21,992 | 21,992 | 21,992 | 21,992 | 21,992 | 21,992 | 21,992 | 21,992 | 21,992 | 21,992 | 21,992 | - | 241,914 | 241,914 | - |
| 2400 | Clerical and Office Staff Salaries | 15,031 | 15,031 | 15,031 | 15,031 | 15,031 | 15,031 | 15,031 | 15,031 | 15,031 | 15,031 | 15,031 | 15,031 | - | 180,370 | 180,370 | - |
| | | 15,031 | 60,423 | 60,423 | 60,423 | 60,423 | 60,423 | 60,423 | 60,423 | 60,423 | 60,423 | 60,423 | 60,423 | - | 679,683 | 679,683 | - |
| **Benefits** | | | | | | | | | | | | | | | | | |
| 3301 | OASDI | 2,728 | 13,898 | 13,898 | 13,898 | 13,898 | 13,898 | 13,898 | 13,898 | 13,898 | 13,898 | 13,898 | 13,898 | - | 155,602 | 155,602 | - |
| 3311 | Medicare | 638 | 3,250 | 3,250 | 3,250 | 3,250 | 3,250 | 3,250 | 3,250 | 3,250 | 3,250 | 3,250 | 3,250 | - | 36,391 | 36,391 | - |
| 3401 | Health and Welfare | 22,763 | 22,763 | 22,763 | 22,763 | 22,763 | 22,763 | 22,763 | 22,763 | 22,763 | 22,763 | 22,763 | 22,763 | - | 273,156 | 273,156 | - |
| 3501 | State Unemployment | 833 | 833 | 833 | 833 | 833 | 833 | 4,165 | 3,332 | 1,666 | 833 | 833 | 833 | - | 16,660 | 16,660 | - |
| 3601 | Workers' Compensation | 616 | 3,138 | 3,138 | 3,138 | 3,138 | 3,138 | 3,138 | 3,138 | 3,138 | 3,138 | 3,138 | 3,138 | - | 35,136 | 35,136 | - |
| 3901 | Other Benefits | 220 | 1,121 | 1,121 | 1,121 | 1,121 | 1,121 | 1,121 | 1,121 | 1,121 | 1,121 | 1,121 | 1,121 | - | 12,549 | 12,549 | - |
| | | 27,797 | 45,003 | 45,003 | 45,003 | 45,003 | 45,003 | 48,335 | 47,502 | 45,836 | 45,003 | 45,003 | 45,003 | - | 529,493 | 529,493 | - |
| **Books and Supplies** | | | | | | | | | | | | | | | | | |
| 4100 | Textbooks and Core Curricula | - | 25,000 | 25,000 | 25,000 | 25,000 | - | - | - | - | - | - | - | - | 100,000 | 100,000 | - |
| 4200 | Books and Other Materials | 300 | 300 | 300 | 300 | 300 | - | - | - | - | - | - | - | - | 1,500 | 1,500 | - |
| 4302 | School Supplies | 856 | 856 | 856 | 856 | 856 | 856 | 856 | 856 | 856 | 856 | 856 | 856 | - | 10,270 | 10,270 | - |
| 4303 | Technology Supplies | 214 | 214 | 214 | 214 | 214 | 214 | 214 | 214 | 214 | 214 | 214 | 214 | | 2,568 | 2,568 | - |
| 4304 | Non-Instructional Supplies | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 32 | 1,232 | 1,232 | 0 |
| 4305 | Software | 4,525 | 4,525 | 4,525 | 4,525 | 4,525 | 4,525 | 4,525 | 4,525 | 4,525 | 4,525 | 4,525 | 4,525 | - | 54,306 | 54,306 | - |
| 4310 | Office Expense | 1,284 | 1,284 | 1,284 | 1,284 | 1,284 | 1,284 | 1,284 | 1,284 | 1,284 | 1,284 | 1,284 | 1,284 | - | 15,405 | 15,405 | - |
| 4311 | Business Meals | 215 | 215 | 215 | 215 | 215 | 215 | 215 | 215 | 215 | 215 | 215 | 215 | - | 2,577 | 2,577 | - |
| 4315 | Custodial Supplies | 859 | 859 | 859 | 859 | 859 | 859 | 859 | 859 | 859 | 859 | 859 | 859 | | 10,306 | 10,306 | - |
| 4320 | Educational Software | 1,503 | 1,503 | 1,503 | 1,503 | 1,503 | 1,503 | 1,503 | 1,503 | 1,503 | 1,503 | 1,503 | 1,503 | | 18,036 | 18,036 | - |
| 4326 | Art & Music Supplies | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | | 103 | 103 | - |
| 4327 | MS/HS Sports Supplies | 172 | 172 | 172 | 172 | 172 | 172 | 172 | 172 | 172 | 172 | 172 | 172 | | 2,061 | 2,061 | - |
| 4328 | Student Activity Supplies & | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | | 359 | 359 | - |
| 4335 | PE Supplies | 129 | 129 | 129 | 129 | 129 | 129 | 129 | 129 | 129 | 129 | 129 | 129 | | 1,546 | 1,546 | - |
| 4350 | Uniforms | 1,239 | 1,239 | 1,239 | 1,239 | 1,239 | 1,239 | 1,239 | 1,239 | 1,239 | 1,239 | 1,239 | 1,239 | | 14,865 | 14,865 | - |
| 4400 | Noncapitalized Equipment | - | - | - | - | - | - | - | - | - | - | - | - | | - | - | - |
| 4420 | Noncapitalized Computer | 1,667 | 1,667 | 1,667 | 1,667 | 1,667 | 1,667 | 1,667 | 1,667 | 1,667 | 1,667 | 1,667 | 1,667 | | 20,000 | 20,000 | - |
| 4421 | Noncapitalized Classroom | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | | 5,000 | 5,000 | - |
| 4700 | Food Services | 10,859 | 10,859 | 10,859 | 10,859 | 10,859 | 10,859 | 10,859 | 10,859 | 10,859 | 10,859 | 10,859 | 10,859 | | 130,310 | 130,310 | - |
| 4720 | Other Food | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | | 5,000 | 5,000 | - |
| | | 24,793 | 49,793 | 49,793 | 49,793 | 49,793 | 24,493 | 24,493 | 24,493 | 24,493 | 24,493 | 24,493 | 24,493 | 32 | 395,444 | 395,444 | 0 |
| **Subagreement Services** | | | | | | | | | | | | | | | | | |
| 5102 | Special Education | - | 18,182 | 18,182 | 18,182 | 18,182 | 18,182 | 18,182 | 18,182 | 18,182 | 18,182 | 18,182 | 18,182 | - | 200,000 | 200,000 | - |
| 5103 | Substitute Teacher | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | - | 25,000 | 25,000 | - |
| 5104 | Transportation | - | 1,818 | 1,818 | 1,818 | 1,818 | 1,818 | 1,818 | 1,818 | 1,818 | 1,818 | 1,818 | 1,818 | - | 20,000 | 20,000 | - |
| 5105 | Security | - | 1,327 | 1,327 | 1,327 | 1,327 | 1,327 | 1,327 | 1,327 | 1,327 | 1,327 | 1,327 | 1,327 | - | 14,600 | 14,600 | - |
| 5106 | Other Educational Consultants | - | - | 950 | 950 | 950 | 950 | 950 | 950 | 950 | 950 | 950 | 950 | - | 9,500 | 9,500 | - |
| | | 2,083 | 23,411 | 24,361 | 24,361 | 24,361 | 24,361 | 24,361 | 24,361 | 24,361 | 24,361 | 24,361 | 24,361 | - | 269,100 | 269,100 | - |
| **Operations and Housekeeping** | | | | | | | | | | | | | | | | | |
| 5201 | Auto and Travel | - | 309 | 309 | 309 | 309 | 309 | 309 | 309 | 309 | 309 | 309 | 309 | - | 3,400 | 3,400 | - |
| 5300 | Dues & Memberships | 3,242 | 3,242 | 3,242 | 3,242 | 3,242 | 3,242 | 3,242 | 3,242 | 3,242 | 3,242 | 3,242 | 3,242 | - | 38,900 | 38,900 | - |
| 5400 | Insurance | 9,142 | 9,142 | 9,142 | 9,142 | 9,142 | 9,142 | 9,142 | 9,142 | 9,142 | 9,142 | 9,142 | 9,142 | - | 109,700 | 109,700 | - |
| 5501 | Utilities | 16,192 | 16,192 | 16,192 | 16,192 | 16,192 | 16,192 | 16,192 | 16,192 | 16,192 | 16,192 | 16,192 | 16,192 | - | 194,300 | 194,300 | - |
| 5502 | Janitorial Services | 6,475 | 6,475 | 6,475 | 6,475 | 6,475 | 6,475 | 6,475 | 6,475 | 6,475 | 6,475 | 6,475 | 6,475 | - | 77,700 | 77,700 | - |
| 5900 | Communications | 1,217 | 1,217 | 1,217 | 1,217 | 1,217 | 1,217 | 1,217 | 1,217 | 1,217 | 1,217 | 1,217 | 1,217 | - | 14,600 | 14,600 | - |
| 5901 | Postage and Shipping | - | - | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | - | 1,000 | 1,000 | - |
| | | 36,267 | 36,576 | 36,676 | 36,676 | 36,676 | 36,676 | 36,676 | 36,676 | 36,676 | 36,676 | 36,676 | 36,676 | - | 439,600 | 439,600 | - |
| **Facilities, Repairs and Other Leases** | | | | | | | | | | | | | | | | | |
| 5601 | Rent | 80,967 | 80,967 | 80,967 | 80,967 | 80,967 | 80,967 | 80,967 | 80,967 | 80,967 | 80,967 | 80,967 | 80,967 | 30,915 | 1,002,515 | 1,002,515 | - |
| 5603 | Equipment Leases | 1,712 | 1,712 | 1,712 | 1,712 | 1,712 | 1,712 | 1,712 | 1,712 | 1,712 | 1,712 | 1,712 | 1,712 | - | 20,540 | 20,540 | - |
| 5605 | Real/Personal Property Taxes | 6,378 | 6,378 | 6,378 | 6,378 | 6,378 | 6,378 | 6,378 | 6,378 | 6,378 | 6,378 | 6,378 | 6,378 | - | 76,538 | 76,538 | - |
| 5610 | Repairs and Maintenance | 833 | 833 | 833 | 833 | 833 | 833 | 833 | 833 | 833 | 833 | 833 | 833 | 308 | 10,308 | 10,308 | - |
| 5615 | Repairs and Maintenance - | 4,858 | 4,858 | 4,858 | 4,858 | 4,858 | 4,858 | 4,858 | 4,858 | 4,858 | 4,858 | 4,858 | 4,858 | 3,547 | 61,848 | 61,848 | |
| 5616 | Repairs and Maintenance - | 134 | 134 | 134 | 134 | 134 | 134 | 134 | 134 | 134 | 134 | 134 | 134 | | 1,607 | 1,607 | |
| | | 94,882 | 94,882 | 94,882 | 94,882 | 94,882 | 94,882 | 94,882 | 94,882 | 94,882 | 94,882 | 94,882 | 94,882 | 34,770 | 1,173,356 | 1,109,901 | - |
| **Professional/Consulting Services** | | | | | | | | | | | | | | | | | |
| 5801 | IT | 1,027 | 1,027 | 1,027 | 1,027 | 1,027 | 1,027 | 1,027 | 1,027 | 1,027 | 1,027 | 1,027 | 1,027 | - | 12,324 | 12,324 | - |
| 5802 | Audit & Taxes | 1,417 | 1,417 | 1,417 | 1,417 | 1,417 | 1,417 | 1,417 | 1,417 | 1,417 | 1,417 | 1,417 | 1,417 | - | 17,000 | 17,000 | - |
| 5803 | Legal | 833 | 833 | 833 | 833 | 833 | 833 | 833 | 833 | 833 | 833 | 833 | 833 | - | 10,000 | 10,000 | - |
| 5804 | Professional Development | 2,917 | 2,917 | 2,917 | 2,917 | 2,917 | 2,917 | 2,917 | 2,917 | 2,917 | 2,917 | 2,917 | 2,917 | - | 35,000 | 35,000 | - |
| 5805 | General Consulting | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | 2,500 | - | 30,000 | 30,000 | - |
| 5806 | Special Activities/Field Trips | 428 | 428 | 428 | 428 | 428 | 428 | 428 | 428 | 428 | 428 | 428 | 428 | - | 5,135 | 5,135 | - |
| 5807 | Bank Charges | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | - | 103 | 103 | - |
| 5808 | Printing | 171 | 171 | 171 | 171 | 171 | 171 | 171 | 171 | 171 | 171 | 171 | 171 | - | 2,054 | 2,054 | - |
| 5809 | Other taxes and fees | 1,369 | 1,369 | 1,369 | 1,369 | 1,369 | 1,369 | 1,369 | 1,369 | 1,369 | 1,369 | 1,369 | 1,369 | - | 16,432 | 16,432 | - |
| 5810 | Payroll Service Fee | 1,027 | 1,027 | 1,027 | 1,027 | 1,027 | 1,027 | 1,027 | 1,027 | 1,027 | 1,027 | 1,027 | 1,027 | - | 12,324 | 12,324 | - |
| 5811 | Management Fee | 53,615 | 53,615 | 53,615 | 53,615 | 53,615 | 53,615 | 53,615 | 53,615 | 53,615 | 53,615 | 53,615 | 53,615 | - | 643,383 | 643,383 | - |
| 5812 | District Oversight Fee | - | 2,554 | 2,696 | 4,596 | 4,596 | 4,739 | 4,596 | 4,596 | 4,153 | 4,011 | 4,011 | 4,011 | 8,556 | 53,115 | 53,115 | - |
| 5813 | Business Services | - | - | - | 11,297 | - | - | 11,297 | - | - | 11,297 | - | - | 45,309 | 79,200 | 79,200 | - |
| 5814 | SPED Encroachment | - | 627 | 627 | 1,128 | 1,128 | 1,128 | 1,128 | 1,128 | 1,128 | 1,128 | 1,128 | 1,128 | 2,915 | 14,323 | 14,323 | - |
| 5816 | Legal Settlement | - | - | - | - | - | - | - | - | - | - | - | - | | - | - | - |
| 5820 | Scholarship Expense | - | - | - | - | - | - | - | - | - | - | - | - | | - | - | - |
| 5830 | Field Trips | 657 | 657 | 657 | 657 | 657 | 657 | 657 | 657 | 657 | 657 | 657 | 657 | | 7,888 | 7,888 | - |
| 5836 | Fingerprinting | 42 | 42 | 42 | 42 | 42 | 42 | 42 | 42 | 42 | 42 | 42 | 42 | | 500 | 500 | - |
| 5839 | Fundraising Fees | - | - | - | - | - | - | - | - | - | - | - | - | | - | - | - |
| 5851 | Marketing and Student Recruiting | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | 1,250 | | 15,000 | 15,000 | - |
| 5873 | Sports Contractors | - | - | - | - | - | - | - | - | - | - | - | - | | - | - | - |
| 5874 | Sports | - | - | - | - | - | - | - | - | - | - | - | - | | - | - | - |
| 5875 | Staff Recruiting | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | 417 | | 5,000 | 5,000 | - |
| 5877 | Student Activities | 1,753 | 1,753 | 1,753 | 1,753 | 1,753 | 1,753 | 1,753 | 1,753 | 1,753 | 1,753 | 1,753 | 1,753 | | 21,035 | 21,035 | - |
| 5878 | Student Assessment | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | 3,333 | | 40,000 | 40,000 | - |
| | | 72,765 | 75,945 | 76,088 | 89,786 | 78,489 | 78,632 | 89,786 | 78,489 | 78,046 | 89,201 | 77,904 | 77,904 | 56,780 | 1,019,816 | 1,019,816 | - |
| **Depreciation** | | | | | | | | | | | | | | | | | |

## FY26-27 JHHS Budget

**Monthly Cash Flow/Forecast FY26-27**

*Revised 6.06.26*

*Actuals Through:*

**ADA = 285.20**

| | | Jul-26 | Aug-26 | Sep-26 | Oct-26 | Nov-26 | Dec-26 | Jan-27 | Feb-27 | Mar-27 | Apr-27 | May-27 | Jun-27 | Year-End Accruals | Annual Budget | Original Budget Total | Favorable / (Unfav.) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 6900 | Depreciation Expense | 264 | 264 | 264 | 264 | 264 | 264 | 264 | 264 | 264 | 264 | 264 | 264 | - | 3,163 | 3,163 | - |
| | | 264 | 264 | 264 | 264 | 264 | 264 | 264 | 264 | 264 | 264 | 264 | 264 | - | 3,163 | 3,163 | - |
| **Interest** | | | | | | | | | | | | | | | | | |
| | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| **Total Expenses** | | 302,843 | 550,029 | 551,222 | 564,920 | 553,623 | 528,466 | 542,952 | 530,822 | 528,713 | 539,034 | 527,737 | 527,737 | 91,582 | 6,339,681 | 6,276,227 | 0 |
| **Monthly Surplus (Deficit)** | | (302,843) | (272,857) | (215,651) | 4,341 | (32,104) | 127,237 | 249,646 | (9,303) | (51,507) | (1,884) | 33,645 | (64,792) | 630,224 | 94,153 | 157,607 | 0 |
| Cash Flow Adjustments | | | | | | | | | | | | | | | | | |
| Monthly Surplus (Deficit) | | (302,843) | (272,857) | (215,651) | 4,341 | (32,104) | 127,237 | 249,646 | (9,303) | (51,507) | (1,884) | 33,645 | (64,792) | 630,224 | 94,153 | | |
| Cash flows from operating activities | | | | | | | | | | | | | | | | | |
| Depreciation/Amortization | | 264 | 264 | 264 | 264 | 264 | 264 | 264 | 264 | 264 | 264 | 264 | 264 | - | 3,163 | | |
| Public Funding Receivables | | 401,570 | - | 103,227 | - | 108,801 | 40,622 | 87,190 | - | - | - | - | - | (721,806) | 19,604 | | |
| Grants and Contributions Rec. | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Due To/From Related Parties | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Prepaid Expenses | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Other Assets | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Accounts Payable | | - | - | - | - | - | - | - | - | - | - | - | - | 91,582 | 91,582 | | |
| Accrued Expenses | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Other Liabilities | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Deferred Revenue | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Cash flows from investing activities | | | | | | | | | | | | | | | | | |
| Purchases of Prop. And Equip. | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Notes Receivable | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Cash flows from financing activities | | | | | | | | | | | | | | | | | |
| Proceeds from Factoring | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Payments on Factoring | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Proceeds(Payments) on Debt | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Total Change in Cash | | 98,991 | (272,593) | (112,160) | 4,605 | 76,960 | 168,123 | 337,099 | (9,039) | (51,244) | (1,620) | 33,909 | (64,528) | | | | |
| Cash, Beginning of Month | | 3,913,306 | 4,012,297 | 3,739,704 | 3,627,544 | 3,632,148 | 3,709,109 | 3,877,231 | 4,214,331 | 4,205,291 | 4,154,047 | 4,152,427 | 4,186,336 | | | | |
| Cash, End of Month | | 4,012,297 | 3,739,704 | 3,627,544 | 3,632,148 | 3,709,109 | 3,877,231 | 4,214,331 | 4,205,291 | 4,154,047 | 4,152,427 | 4,186,336 | 4,121,808 | | | | |

# Coversheet

## Review and Consideration of Adoption of 2026-2027 Budget - Richmond Charter Academy

**Section:** V. Business II
**Item:** S. Review and Consideration of Adoption of 2026-2027 Budget - Richmond Charter Academy
**Purpose:** Vote
**Submitted by:**
**Related Material:** FY26-27_AMPS RCA_Budget Packet.pdf

CHARTER IMPACT

# Richmond Charter Academy

Budget Presentation – FY 2026-27

# Highlights

| Enrollment & Per Pupil Data | Budget |
|---|---|
| Average Enrollment | 320 |
| ADA | 297.6 |
| Attendance Rate | 93.0% |
| Unduplicated % | 84.2% |
| Revenue per ADA | $20,228 |
| Expenses per ADA | $20,072 |

- **4.31%** COLA projected for LCFF in 26-27
- Enrollment Projected at 320; with 93 % attendance
- Budget generates Surplus in 26-27 & the out years
- Fund Balance at YE 26-27 projected at around 13 % across the out years.
- Model has been revised with data from May revised Budget

| | 2025-26 2nd Interim Bugdet | 2026-27 Budget | 2027-28 Forecast | 2028-29 Forecast |
|---|---|---|---|---|
| **Assumptions** | | | | |
| *State COLA* | | *4.31%* | *3.30%* | *3.09%* |
| *Other Revenue COLA* | | *n/a* | *0.00%* | *0.00%* |
| *Expense COLA* | | *3.08%* | *2.75%* | *2.68%* |
| *Enrollment* | | *320.00* | *330.00* | *330.00* |
| *Average Daily Attendance* | *273.19* | *297.60* | *306.90* | *306.90* |
| **Total Revenue** | $ 5,534,199 | $ 6,019,734 | $ 6,406,207 | $ 6,502,101 |
| **Total Expenses** | $ 5,750,655 | $ 5,973,517 | $ 6,383,078 | $ 6,442,408 |
| **Surplus (Deficit)** | $ (216,456) | $ 46,217 | $ 23,129 | $ 59,693 |
| Fund Balance, Beginning of Year | $ 970,518 | $ 754,062 | $ 800,279 | $ 823,408 |
| **Fund Balance, End of Year** | $ 754,062 | $ 800,279 | $ 823,408 | $ 883,100 |
| | *13.1%* | *13.4%* | *12.9%* | *13.7%* |

# Revenue

**2026-27: Revenue Projected at $6,019,734. Per ADA average is $20,228**

- State Aid: $4.214 Mil (70% of Total Revenue). Revenue driven by ADA
- Federal Revenue: Projected at $281K.
  - Title Funds (I,II& IV) projected at $131 K;
  - SPED funding of $47 K
  - Child Nutrition programs at $103 K.

| | 2026-27 *Year 0* |
|---|---|
| ***Federal Revenue*** | |
| Special Education - Entitlement | $47,012 |
| Federal Child Nutrition | 103,290 |
| Title I, Part A - Basic Low Income | 108,301 |
| Title II, Part A - Teacher Quality | 12,539 |
| Other Federal Revenue | 10,000 |
| **Total Federal Revenue** | **$281,142** |

| | 2026-27 | 2027-28 | 2028-29 |
|---|---|---|---|
| ***Summary of Revenue Programs*** | | | |
| State Aid - Revenue Limit | $4,214,844 | $4,487,803 | $4,624,747 |
| Federal Revenue | 281,142 | 292,334 | 296,790 |
| Other State Revenue | 1,433,420 | 1,532,918 | 1,487,412 |
| Other Local Revenue | 90,329 | 93,152 | 93,152 |
| **Total Revenues** | **$6,019,734** | **$6,406,207** | **$6,502,101** |
| *State Revenues as % of Total* | *70.0%* | *70.1%* | *71.1%* |
| *Revenues per ADA* | *$20,228* | *$20,874* | *$21,186* |

# Revenue Continued

- Other State revenue projected at $ 1.433 Mil is a significant source of Funding.
  - $398 K in State SPED Funding
  - $410 K in SB740 Facilities Funding
  - $80 K in State lottery
  - Other State Revenue includes: ELOP; ASES; Prop 28 & SSPDBG funding
- Additionally, $ 90,329 projected from local Parcel tax measures.

| | 2026-27 | 2027-28 | 2028-29 |
|---|---|---|---|
| ***Other State Revenue*** | | | |
| State Special Education | $398,784 | $424,817 | $437,944 |
| Child Nutrition | 26,031 | 30,832 | 31,658 |
| School Facilities (SB740) | 410,867 | 437,688 | 436,799 |
| Mandated Cost | 5,740 | 6,459 | 6,867 |
| State Lottery | 80,947 | 83,477 | 83,477 |
| Other State Revenue | 511,051 | 549,645 | 490,668 |
| **Total Other State Revenue** | **$1,433,420** | **$1,532,918** | **$1,487,412** |

# Expenses

- Annual Expenses Projected at $5,973,517. Per ADA average is $20,072.
- Second Interim Forecasts Have been rolled forward & COLA of 3.08 % has been applied.
- Full staffing is planned for next year. Vacancies will result in lower personnel costs, offset by higher sub-agreement costs to cover substitutes. Personnel costs currently represent 48% of total expenses.

| | 2026-27 | 2027-28 | 2028-29 |
|---|---|---|---|
| ***Summary of Projected Expenses*** | | | |
| Certificated Salaries | $1,720,586 | $1,771,454 | $1,823,848 |
| Classified Salaries | 618,335 | 636,885 | 655,992 |
| Employee Benefits | 498,585 | 512,927 | 527,699 |
| **Total Compensation** | **$2,837,506** | **$2,921,266** | **$3,007,539** |
| | | | |
| Books and Supplies | $340,877 | $360,948 | $370,621 |
| Subagreement Services | 293,700 | 311,207 | 319,548 |
| Operations and Housekeeping | 343,405 | 363,875 | 373,627 |
| Facilities, Repairs and Other Leases | 1,149,060 | 1,186,127 | 1,221,414 |
| Professional/Consulting Services | 566,903 | 797,588 | 855,742 |
| Depreciation | 442,067 | 442,067 | 293,918 |
| Interest | - | - | - |
| **Total Non-Comp** | **$3,136,011** | **$3,461,812** | **$3,434,870** |
| | | | |
| **Total Expenses** | **$5,973,517** | **$6,383,078** | **$6,442,408** |

# Fund & Cash Balance

- Surplus of $46,217 Projected for FY26-27. Surplus projected for out years as well
- Fund Balance projected at $800,279, 13.4 % of Total expenses.
- Beginning Fund balance subject to change in anticipation of the June 2026 financial close
- Cash Balance at the end of 26-27 Projected at $3,379,170. Cash position remains strong at each monthly close.

| | 2025-26 2nd Interim Bugdet | 2026-27 Budget | 2027-28 Forecast | 2028-29 Forecast |
|---|---|---|---|---|
| Total Revenue | $ 5,534,199 | $ 6,019,734 | $ 6,406,207 | $ 6,502,101 |
| Total Expenses | $ 5,750,655 | $ 5,973,517 | $ 6,383,078 | $ 6,442,408 |
| Surplus (Deficit) | $ (216,456) | $ 46,217 | $ 23,129 | $ 59,693 |
| Fund Balance, Beginning of Year | $ 970,518 | $ 754,062 | $ 800,279 | $ 823,408 |
| Fund Balance, End of Year | $ 754,062 | $ 800,279 | $ 823,408 | $ 883,100 |
| | *13.1%* | *13.4%* | *12.9%* | *13.7%* |
| Cash, End of Year | | $ 3,379,170 | $ 3,756,311 | $ 4,081,311 |

# Appendix

Multi-year Budget

26-27 Cash Flow by Month

# FY26-27 Richmond Charter Academy

## Multi-Year Forecast

*Revised 5/28/26*

| | 2025-26 2nd Interim Bugdet | 2026-27 Budget | 2027-28 Forecast | 2028-29 Forecast |
|---|---|---|---|---|
| **Assumptions** | | | | |
| *State COLA* | | *4.31%* | *3.30%* | *3.09%* |
| *Other Revenue COLA* | | *n/a* | *0.00%* | *0.00%* |
| *Expense COLA* | | *3.08%* | *2.75%* | *2.68%* |
| *Enrollment* | | *320.00* | *330.00* | *330.00* |
| *Average Daily Attendance* | *273.19* | *297.60* | *306.90* | *306.90* |
| **Revenues** | | | | |
| **State Aid - Revenue Limit** | | | | |
| 8011 LCFF State Aid | $ 2,564,732 | $ 2,163,327 | $ 2,344,687 | $ 2,455,042 |
| 8012 Education Protection Account | 54,896 | 807,739 | 860,470 | 887,059 |
| 8019 State Aid - Prior Year | 1,121 | - | - | - |
| 8096 In Lieu of Property Taxes | 1,086,411 | 1,243,778 | 1,282,646 | 1,282,646 |
| | 3,707,160 | 4,214,844 | 4,487,803 | 4,624,747 |
| **Federal Revenue** | | | | |
| 8181 Special Education - Entitlement | 42,920 | 47,012 | 51,520 | 53,130 |
| 8220 Federal Child Nutrition | 82,502 | 103,290 | 106,198 | 109,044 |
| 8290 Title I, Part A - Basic Low Income | 109,890 | 108,301 | 111,685 | 111,685 |
| 8291 Title II, Part A - Teacher Quality | 13,126 | 12,539 | 12,931 | 12,931 |
| 8296 Other Federal Revenue | 10,000 | 10,000 | 10,000 | 10,000 |
| 8299 Prior Year Federal Revenue | 27,561 | - | - | - |
| | 285,999 | 281,142 | 292,334 | 296,790 |
| **Other State Revenue** | | | | |
| 8311 State Special Education | 263,498 | 398,784 | 424,817 | 437,944 |
| 8520 Child Nutrition | 29,702 | 26,031 | 30,832 | 31,658 |
| 8545 School Facilities (SB740) | 404,386 | 410,867 | 437,688 | 436,799 |
| 8550 Mandated Cost | 5,632 | 5,740 | 6,459 | 6,867 |
| 8560 State Lottery | 74,659 | 80,947 | 83,477 | 83,477 |
| 8598 Prior Year Revenue | (2,348) | - | - | - |
| 8599 Other State Revenue | 383,683 | 511,051 | 549,645 | 490,668 |
| | 1,159,212 | 1,433,420 | 1,532,918 | 1,487,412 |
| **Other Local Revenue** | | | | |
| 8689 Other Fees and Contracts | 291,500 | - | - | - |
| 8690 Other Local Revenue | 90,329 | 90,329 | 93,152 | 93,152 |
| | 381,829 | 90,329 | 93,152 | 93,152 |
| **Total Revenue** | **$ 5,534,199** | **$ 6,019,734** | **$ 6,406,207** | **$ 6,502,101** |
| **Expenses** | | | | |
| **Certificated Salaries** | | | | |
| 1100 Teachers' Salaries | 650,000 | 1,263,995 | 1,301,915 | 1,340,972 |
| 1170 Teachers' Substitute Hours | - | 12,500 | 12,500 | 12,500 |
| 1175 Teachers' Extra Duty/Stipends | 25,000 | 12,500 | 12,500 | 12,500 |
| 1200 Pupil Support Salaries | 56,166 | 86,154 | 88,739 | 91,401 |

# FY26-27 Richmond Charter Academy

## Multi-Year Forecast

*Revised 5/28/26*

| | 2025-26 2nd Interim Bugdet | 2026-27 Budget | 2027-28 Forecast | 2028-29 Forecast |
|---|---|---|---|---|
| 1300 Administrators' Salaries | 313,411 | 345,437 | 355,800 | 366,474 |
| | 1,044,577 | 1,720,586 | 1,771,454 | 1,823,848 |
| **Classified Salaries** | | | | |
| 2100 Instructional Salaries | 349,673 | 411,047 | 423,379 | 436,080 |
| 2200 Support Salaries | 82,326 | 84,796 | 87,340 | 89,960 |
| 2400 Clerical and Office Staff Salaries | 118,924 | 122,492 | 126,167 | 129,952 |
| | 550,923 | 618,335 | 636,885 | 655,992 |
| **Benefits** | | | | |
| 3301 OASDI | 110,000 | 145,013 | 149,317 | 153,750 |
| 3311 Medicare | 25,000 | 33,914 | 34,921 | 35,958 |
| 3401 Health and Welfare | 163,800 | 257,088 | 264,801 | 272,745 |
| 3501 State Unemployment | 17,150 | 18,130 | 18,130 | 18,130 |
| 3601 Workers' Compensation | 30,423 | 32,745 | 33,717 | 34,718 |
| 3901 Other Benefits | 10,865 | 11,695 | 12,042 | 12,399 |
| | 357,238 | 498,585 | 512,927 | 527,699 |
| **Books and Supplies** | | | | |
| 4100 Textbooks and Core Curricula | 80,000 | 83,000 | 87,948 | 90,305 |
| 4200 Books and Other Materials | 250 | 300 | 318 | 326 |
| 4302 School Supplies | 15,000 | 15,900 | 16,848 | 17,299 |
| 4303 Technology Supplies | 2,500 | 2,568 | 2,721 | 2,794 |
| 4304 Non-Instructional Supplies | 3,500 | 7,700 | 8,159 | 8,378 |
| 4305 Software | 25,000 | 25,600 | 27,126 | 27,853 |
| 4310 Office Expense | 7,500 | 7,731 | 7,944 | 8,156 |
| 4311 Business Meals | 2,500 | 1,000 | 1,060 | 1,088 |
| 4315 Custodial Supplies | 10,000 | 11,526 | 12,213 | 12,540 |
| 4320 Educational Software | 18,100 | 20,861 | 22,105 | 22,697 |
| 4326 Art & Music Supplies | 1,500 | 1,729 | 1,832 | 1,881 |
| 4327 MS/HS Sports Supplies | 500 | 576 | 611 | 627 |
| 4328 Student Activity Supplies & Materials | 2,200 | 2,536 | 2,687 | 2,759 |
| 4335 PE Supplies | 600 | 692 | 733 | 752 |
| 4350 Uniforms | 10,888 | 12,549 | 13,297 | 13,654 |
| 4420 Noncapitalized Computer Equipment | 10,000 | 11,526 | 12,213 | 12,540 |
| 4700 Food Services | 112,204 | 129,321 | 137,030 | 140,702 |
| 4720 Other Food | 5,000 | 5,763 | 6,106 | 6,270 |
| | 307,242 | 340,877 | 360,948 | 370,621 |
| **Subagreement Services** | | | | |
| 5102 Special Education | 350,000 | 250,000 | 264,902 | 272,002 |
| 5103 Substitute Teacher | 650,000 | 25,000 | 26,490 | 27,200 |
| 5104 Transportation | 2,750 | 3,100 | 3,285 | 3,373 |
| 5105 Security | 13,900 | 15,600 | 16,530 | 16,973 |
| | 1,016,650 | 293,700 | 311,207 | 319,548 |
| **Operations and Housekeeping** | | | | |
| 5201 Auto and Travel | 250 | 300 | 318 | 326 |
| 5300 Dues & Memberships | 6,200 | 6,600 | 6,993 | 7,181 |

# FY26-27 Richmond Charter Academy

## Multi-Year Forecast

*Revised 5/28/26*

| | 2025-26 2nd Interim Bugdet | 2026-27 Budget | 2027-28 Forecast | 2028-29 Forecast |
|---|---|---|---|---|
| 5400 Insurance | 108,745 | 111,600 | 118,252 | 121,422 |
| 5501 Utilities | 150,000 | 153,400 | 162,544 | 166,900 |
| 5502 Janitorial Services | 52,400 | 53,905 | 57,118 | 58,649 |
| 5900 Communications | 15,000 | 15,900 | 16,848 | 17,299 |
| 5901 Postage and Shipping | 1,500 | 1,700 | 1,801 | 1,850 |
| | 334,095 | 343,405 | 363,875 | 373,627 |
| **Facilities, Repairs and Other Leases** | | | | |
| 5601 Rent | 1,030,502 | 1,061,415 | 1,093,257 | 1,126,055 |
| 5603 Equipment Leases | 19,000 | 20,200 | 21,404 | 21,978 |
| 5605 Real/Personal Property Taxes | 60,199 | 62,045 | 65,743 | 67,505 |
| 5610 Repairs and Maintenance | 5,061 | 5,400 | 5,722 | 5,875 |
| 5615 Repairs and Maintenance - Building | 25,000 | 25,000 | 25,000 | 25,000 |
| | 1,139,762 | 1,149,060 | 1,186,127 | 1,221,414 |
| **Professional/Consulting Services** | | | | |
| 5801 IT | 10,000 | 12,324 | 13,059 | 13,409 |
| 5802 Audit & Taxes | 17,000 | 17,459 | 17,939 | 18,420 |
| 5803 Legal | 20,000 | 10,000 | 10,275 | 10,550 |
| 5804 Professional Development | 15,000 | 25,675 | 37,205 | 38,203 |
| 5805 General Consulting | 20,000 | 30,810 | 32,647 | 33,521 |
| 5806 Special Activities | 500 | 515 | 546 | 561 |
| 5807 Bank Charges | 250 | 514 | 544 | 559 |
| 5808 Printing | 1,000 | 1,031 | 1,092 | 1,122 |
| 5809 Other taxes and fees | 7,500 | 7,703 | 8,162 | 8,380 |
| 5810 Payroll Service Fee | 10,000 | 10,270 | 10,882 | 11,174 |
| 5811 Management Fee | 300,000 | 300,000 | 505,263 | 558,193 |
| 5812 District Oversight Fee | 37,060 | 42,148 | 44,878 | 46,247 |
| 5813 Business Services | 40,000 | 58,520 | 62,008 | 63,670 |
| 5814 SPED Encroachment | 5,260 | 13,374 | 14,348 | 11,956 |
| 5836 Fingerprinting | 250 | 750 | 795 | 816 |
| 5851 Marketing and Student Recruiting | 10,000 | 2,500 | 2,649 | 2,720 |
| 5875 Staff Recruiting | 3,000 | 2,500 | 2,649 | 2,720 |
| 5877 Student Activities | 30,000 | 30,810 | 32,647 | 33,521 |
| | 526,820 | 566,903 | 797,588 | 855,742 |
| **Depreciation** | | | | |
| 6900 Depreciation Expense | 473,347 | 442,067 | 442,067 | 293,918 |
| | 473,347 | 442,067 | 442,067 | 293,918 |
| **Interest** | | | | |
| | - | - | - | - |
| **Total Expenses** | **$ 5,750,655** | **$ 5,973,517** | **$ 6,383,078** | **$ 6,442,408** |
| **Surplus (Deficit)** | **$ (216,456)** | **$ 46,217** | **$ 23,129** | **$ 59,693** |
| Fund Balance, Beginning of Year | $ 970,518 | $ 754,062 | $ 800,279 | $ 823,408 |

# FY26-27 Richmond Charter Academy

## Multi-Year Forecast

*Revised 5/28/26*

| | 2025-26 2nd Interim Bugdet | 2026-27 Budget | 2027-28 Forecast | 2028-29 Forecast |
|---|---|---|---|---|
| **Fund Balance, End of Year** | **$ 754,062** | **$ 800,279** | **$ 823,408** | **$ 883,100** |
| | ***13.1%*** | ***13.4%*** | ***12.9%*** | ***13.7%*** |
| **Cash Flow Adjustments** | | | | |
| Surplus (Deficit) | | 46,217 | 23,129 | 59,693 |
| Cash Flows From Operating Activities | | | | |
| Depreciation/Amortization | | 442,067 | 442,067 | 293,918 |
| Public Funding Receivables | | (244,139) | 31,931 | (26,151) |
| Grants and Contributions Rec. | - | - | - | - |
| Due To/From Related Parties | - | - | - | - |
| Prepaid Expenses | - | - | - | - |
| Other Assets | - | - | - | - |
| Accounts Payable | - | 44,891 | (36,752) | (2,459) |
| Accrued Expenses | - | - | - | - |
| Deferred Revenue | - | - | (83,234) | - |
| Cash Flows From Investing Activities | | | | |
| Purchases of Prop. And Equip. | - | - | - | - |
| Notes Receivable | - | - | - | - |
| Cash Flows From Financing Activities | | | | |
| Proceeds from Factoring | - | - | - | - |
| Payments on Factoring | - | - | - | - |
| Proceeds(Payments) on Debt | - | - | - | - |
| Total Change in Cash | - | 289,036 | 377,141 | 325,000 |
| Cash, Beginning of Year | | 3,090,134 | 3,379,170 | 3,756,311 |
| **Cash, End of Year** | | **$ 3,379,170** | **$ 3,756,311** | **$ 4,081,311** |

## FY26-27 Richmond Charter Academy

**Monthly Cash Flow/Forecast FY26-27**

*Revised 5/28/26*

*Actuals Through:*

**ADA = 297.60**

CHARTER IMPACT

| | | Jul-26 | Aug-26 | Sep-26 | Oct-26 | Nov-26 | Dec-26 | Jan-27 | Feb-27 | Mar-27 | Apr-27 | May-27 | Jun-27 | Year-End Accruals | Annual Budget | Original Budget Total | Favorable / (Unfav.) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| LCFF State Aid | | 0.0% | 5.0% | 5.0% | 9.0% | 9.0% | 9.0% | 9.0% | 9.0% | 20.0% | 20.0% | 20.0% | 20.0% | 20.0% | | | |
| New School/New Grade Apportionment | | 0.0% | 0.0% | 0.0% | 37.0% | 0.0% | 0.0% | 18.0% | 0.0% | n/a | n/a | n/a | n/a | n/a | | | |
| In Lieu of Property Taxes | | 0.0% | 6.0% | 12.0% | 8.0% | 8.0% | 8.0% | 8.0% | 8.0% | 33.3% | 16.7% | 16.7% | 16.7% | 16.7% | | | |
| New School In Lieu of Property Taxes | | 0.0% | 0.0% | 0.0% | 26.0% | 8.0% | 8.0% | 8.0% | 8.0% | n/a | n/a | n/a | n/a | n/a | | | |
| Special Education | | 0.0% | 5.0% | 5.0% | 9.0% | 9.0% | 9.0% | 9.0% | 9.0% | 20.0% | 20.0% | 20.0% | 20.0% | 20.0% | | | |
| **Revenues** | | | | | | | | | | | | | | | | ADA = 297.60 | |
| **State Aid - Revenue Limit** | | | | | | | | | | | | | | | | | |
| 8011 | LCFF State Aid | - | 99,294 | 99,294 | 178,730 | 178,730 | 178,730 | 178,730 | 178,730 | 214,218 | 214,218 | 214,218 | 214,218 | 214,218 | 2,163,327 | 2,163,327 | - |
| 8012 | Education Protection Account | - | - | 201,935 | - | - | 201,935 | - | - | 201,935 | - | - | - | 201,935 | 807,739 | 807,739 | - |
| 8096 | In Lieu of Property Taxes | - | 68,506 | 137,011 | 91,341 | 91,341 | 91,341 | 91,341 | 91,341 | 193,853 | 96,926 | 96,926 | 96,926 | 96,926 | 1,243,778 | 1,243,778 | - |
| | | - | 167,800 | 438,240 | 270,070 | 270,070 | 472,005 | 270,070 | 270,070 | 610,005 | 311,144 | 311,144 | 311,144 | 513,079 | 4,214,844 | 4,214,844 | - |
| **Federal Revenue** | | | | | | | | | | | | | | | | | |
| 8181 | Special Education - Entitlement | - | - | - | - | - | - | - | - | - | - | - | - | 47,012 | 47,012 | 47,012 | - |
| 8220 | Federal Child Nutrition | - | - | - | 5,164 | 9,813 | 9,813 | 9,813 | 9,813 | 9,813 | 9,813 | 9,813 | 9,813 | 19,625 | 103,290 | 103,290 | - |
| 8290 | Title I, Part A - Basic Low Income | - | - | 27,075 | - | - | 81,226 | - | - | - | - | - | - | - | 108,301 | 108,301 | - |
| 8291 | Title II, Part A - Teacher Quality | - | - | 3,135 | - | - | 9,404 | - | - | - | - | - | - | - | 12,539 | 12,539 | - |
| 8296 | Other Federal Revenue | - | - | - | 2,500 | - | - | 2,500 | - | - | 2,500 | - | - | 2,500 | 10,000 | 10,000 | - |
| | | - | - | 30,210 | 7,664 | 9,813 | 100,443 | 12,313 | 9,813 | 9,813 | 12,313 | 9,813 | 9,813 | 69,137 | 281,142 | 281,142 | - |
| **Other State Revenue** | | | | | | | | | | | | | | | | | |
| 8311 | State Special Education | - | 18,304 | 18,304 | 32,947 | 32,947 | 32,947 | 32,947 | 32,947 | 39,489 | 39,489 | 39,489 | 39,489 | 39,489 | 398,784 | 398,784 | - |
| 8520 | Child Nutrition | - | - | - | 1,235 | 2,346 | 2,346 | 2,346 | 2,346 | 2,346 | 2,346 | 2,346 | 2,346 | 6,024 | 26,031 | 26,031 | - |
| 8545 | School Facilities (SB740) | - | - | - | - | - | - | 205,433 | - | - | - | 102,717 | - | 102,717 | 410,867 | 410,867 | - |
| 8550 | Mandated Cost | - | - | - | - | - | 5,740 | - | - | - | - | - | - | - | 5,740 | 5,740 | - |
| 8560 | State Lottery | - | - | - | - | - | - | 18,577 | - | - | 18,577 | - | - | 43,793 | 80,947 | 80,947 | - |
| 8599 | Other State Revenue | - | 967 | 967 | 124,668 | 1,741 | 1,741 | 124,668 | 1,741 | 1,741 | 124,668 | 1,741 | 1,741 | 124,668 | 511,051 | 511,051 | - |
| | | - | 19,271 | 19,271 | 158,850 | 37,034 | 42,774 | 383,971 | 37,034 | 43,576 | 185,080 | 146,293 | 43,576 | 316,690 | 1,433,420 | 1,433,420 | - |
| **Other Local Revenue** | | | | | | | | | | | | | | | | | |
| 8690 | Other Local Revenue | - | - | 9,033 | 9,033 | 9,033 | 9,033 | 9,033 | 9,033 | 9,033 | 9,033 | 9,033 | 9,033 | - | 90,329 | 90,329 | - |
| | | - | - | 9,033 | 9,033 | 9,033 | 9,033 | 9,033 | 9,033 | 9,033 | 9,033 | 9,033 | 9,033 | - | 90,329 | 90,329 | - |
| **Total Revenue** | | - | 187,071 | 496,754 | 445,617 | 325,950 | 624,254 | 675,387 | 325,950 | 672,427 | 517,570 | 476,282 | 373,566 | 898,906 | 6,019,734 | 6,019,734 | - |
| **Expenses** | | | | | | | | | | | | | | | | | |
| **Certificated Salaries** | | | | | | | | | | | | | | | | | |
| 1100 | Teachers' Salaries | - | 114,909 | 114,909 | 114,909 | 114,909 | 114,909 | 114,909 | 114,909 | 114,909 | 114,909 | 114,909 | 114,909 | - | 1,263,995 | 1,263,995 | - |
| 1170 | Teachers' Substitute Hours | - | 1,136 | 1,136 | 1,136 | 1,136 | 1,136 | 1,136 | 1,136 | 1,136 | 1,136 | 1,136 | 1,136 | - | 12,500 | 12,500 | - |
| 1175 | Teachers' Extra Duty/Stipends | - | 1,136 | 1,136 | 1,136 | 1,136 | 1,136 | 1,136 | 1,136 | 1,136 | 1,136 | 1,136 | 1,136 | - | 12,500 | 12,500 | - |
| 1200 | Pupil Support Salaries | - | 7,832 | 7,832 | 7,832 | 7,832 | 7,832 | 7,832 | 7,832 | 7,832 | 7,832 | 7,832 | 7,832 | - | 86,154 | 86,154 | - |
| 1300 | Administrators' Salaries | 28,786 | 28,786 | 28,786 | 28,786 | 28,786 | 28,786 | 28,786 | 28,786 | 28,786 | 28,786 | 28,786 | 28,786 | - | 345,437 | 345,437 | - |
| | | 28,786 | 153,800 | 153,800 | 153,800 | 153,800 | 153,800 | 153,800 | 153,800 | 153,800 | 153,800 | 153,800 | 153,800 | - | 1,720,586 | 1,720,586 | - |
| **Classified Salaries** | | | | | | | | | | | | | | | | | |
| 2100 | Instructional Salaries | - | 37,368 | 37,368 | 37,368 | 37,368 | 37,368 | 37,368 | 37,368 | 37,368 | 37,368 | 37,368 | 37,368 | | 411,047 | 411,047 | - |
| 2200 | Support Salaries | 7,066 | 7,066 | 7,066 | 7,066 | 7,066 | 7,066 | 7,066 | 7,066 | 7,066 | 7,066 | 7,066 | 7,066 | - | 84,796 | 84,796 | - |
| 2400 | Clerical and Office Staff Salaries | 10,208 | 10,208 | 10,208 | 10,208 | 10,208 | 10,208 | 10,208 | 10,208 | 10,208 | 10,208 | 10,208 | 10,208 | - | 122,492 | 122,492 | - |
| | | 17,274 | 54,642 | 54,642 | 54,642 | 54,642 | 54,642 | 54,642 | 54,642 | 54,642 | 54,642 | 54,642 | 54,642 | - | 618,335 | 618,335 | - |
| **Benefits** | | | | | | | | | | | | | | | | | |
| 3301 | OASDI | 2,856 | 12,923 | 12,923 | 12,923 | 12,923 | 12,923 | 12,923 | 12,923 | 12,923 | 12,923 | 12,923 | 12,923 | - | 145,013 | 145,013 | - |
| 3311 | Medicare | 668 | 3,022 | 3,022 | 3,022 | 3,022 | 3,022 | 3,022 | 3,022 | 3,022 | 3,022 | 3,022 | 3,022 | - | 33,914 | 33,914 | - |
| 3401 | Health and Welfare | 21,424 | 21,424 | 21,424 | 21,424 | 21,424 | 21,424 | 21,424 | 21,424 | 21,424 | 21,424 | 21,424 | 21,424 | - | 257,088 | 257,088 | - |
| 3501 | State Unemployment | 907 | 907 | 907 | 907 | 907 | 907 | 4,533 | 3,626 | 1,813 | 907 | 907 | 907 | - | 18,130 | 18,130 | - |
| 3601 | Workers' Compensation | 645 | 2,918 | 2,918 | 2,918 | 2,918 | 2,918 | 2,918 | 2,918 | 2,918 | 2,918 | 2,918 | 2,918 | - | 32,745 | 32,745 | - |
| 3901 | Other Benefits | 230 | 1,042 | 1,042 | 1,042 | 1,042 | 1,042 | 1,042 | 1,042 | 1,042 | 1,042 | 1,042 | 1,042 | - | 11,695 | 11,695 | - |
| | | 26,729 | 42,237 | 42,237 | 42,237 | 42,237 | 42,237 | 45,863 | 44,956 | 43,143 | 42,237 | 42,237 | 42,237 | - | 498,585 | 498,585 | - |
| **Books and Supplies** | | | | | | | | | | | | | | | | | |
| 4100 | Textbooks and Core Curricula | - | 20,050 | 20,050 | 20,050 | 20,050 | 2,800 | - | - | - | - | - | - | - | 83,000 | 83,000 | - |
| 4200 | Books and Other Materials | 60 | 60 | 60 | 60 | 60 | - | - | - | - | - | - | - | - | 300 | 300 | - |
| 4302 | School Supplies | 1,875 | 1,275 | 1,275 | 1,275 | 1,275 | 1,275 | 1,275 | 1,275 | 1,275 | 1,275 | 1,275 | 1,275 | - | 15,900 | 15,900 | - |
| 4303 | Technology Supplies | 214 | 214 | 214 | 214 | 214 | 214 | 214 | 214 | 214 | 214 | 214 | 214 | - | 2,568 | 2,568 | - |
| 4304 | Non-Instructional Supplies | 617 | 617 | 617 | 617 | 617 | 617 | 617 | 617 | 617 | 617 | 617 | 917 | - | 7,700 | 7,700 | (0) |
| 4305 | Software | 2,133 | 2,133 | 2,133 | 2,133 | 2,133 | 2,133 | 2,133 | 2,133 | 2,133 | 2,133 | 2,133 | 2,133 | - | 25,600 | 25,600 | - |
| 4310 | Office Expense | 642 | - | 642 | | 642 | - | 642 | - | 642 | | 642 | 3,731 | 148 | 7,731 | 7,731 | - |
| 4311 | Business Meals | | - | - | - | - | 250 | - | 250 | - | 250 | - | 250 | - | 1,000 | 1,000 | - |
| 4315 | Custodial Supplies | - | 1,048 | 1,048 | 1,048 | 1,048 | 1,048 | 1,048 | 1,048 | 1,048 | 1,048 | 1,048 | 1,048 | | 11,526 | 11,526 | - |
| 4320 | Educational Software | | 1,896 | 1,896 | 1,896 | 1,896 | 1,896 | 1,896 | 1,896 | 1,896 | 1,896 | 1,896 | 1,896 | | 20,861 | 20,861 | - |
| 4326 | Art & Music Supplies | | 157 | 157 | 157 | 157 | 157 | 157 | 157 | 157 | 157 | 157 | 157 | | 1,729 | 1,729 | - |
| 4327 | MS/HS Sports Supplies | | 52 | 52 | 52 | 52 | 52 | 52 | 52 | 52 | 52 | 52 | 52 | | 576 | 576 | - |
| 4328 | Student Activity Supplies & | | 231 | 231 | 231 | 231 | 231 | 231 | 231 | 231 | 231 | 231 | 231 | | 2,536 | 2,536 | - |
| 4335 | PE Supplies | | 63 | 63 | 63 | 63 | 63 | 63 | 63 | 63 | 63 | 63 | 63 | | 692 | 692 | - |
| 4350 | Uniforms | | 1,141 | 1,141 | 1,141 | 1,141 | 1,141 | 1,141 | 1,141 | 1,141 | 1,141 | 1,141 | 1,141 | | 12,549 | 12,549 | - |
| 4420 | Noncapitalized Computer | | 1,048 | 1,048 | 1,048 | 1,048 | 1,048 | 1,048 | 1,048 | 1,048 | 1,048 | 1,048 | 1,048 | | 11,526 | 11,526 | - |
| 4700 | Food Services | | 11,756 | 11,756 | 11,756 | 11,756 | 11,756 | 11,756 | 11,756 | 11,756 | 11,756 | 11,756 | 11,756 | | 129,321 | 129,321 | - |
| 4720 | Other Food | | 524 | 524 | 524 | 524 | 524 | 524 | 524 | 524 | 524 | 524 | 524 | | 5,763 | 5,763 | - |
| | | 5,541 | 42,265 | 42,907 | 42,265 | 42,907 | 25,205 | 22,797 | 22,405 | 22,797 | 22,405 | 22,797 | 26,436 | 148 | 340,877 | 340,877 | (0) |
| **Subagreement Services** | | | | | | | | | | | | | | | | | |
| 5102 | Special Education | - | 22,727 | 22,727 | 22,727 | 22,727 | 22,727 | 22,727 | 22,727 | 22,727 | 22,727 | 22,727 | 22,727 | - | 250,000 | 250,000 | - |
| 5103 | Substitute Teacher | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | 2,083 | - | 25,000 | 25,000 | - |
| 5104 | Transportation | - | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | 282 | - | 3,100 | 3,100 | - |
| 5105 | Security | - | 1,418 | 1,418 | 1,418 | 1,418 | 1,418 | 1,418 | 1,418 | 1,418 | 1,418 | 1,418 | 1,418 | - | 15,600 | 15,600 | - |
| | | 2,083 | 26,511 | 26,511 | 26,511 | 26,511 | 26,511 | 26,511 | 26,511 | 26,511 | 26,511 | 26,511 | 26,511 | - | 293,700 | 293,700 | - |
| **Operations and Housekeeping** | | | | | | | | | | | | | | | | | |
| 5201 | Auto and Travel | - | 27 | 27 | 27 | 27 | 27 | 27 | 27 | 27 | 27 | 27 | 27 | - | 300 | 300 | - |
| 5300 | Dues & Memberships | 550 | 550 | 550 | 550 | 550 | 550 | 550 | 550 | 550 | 550 | 550 | 550 | - | 6,600 | 6,600 | - |
| 5400 | Insurance | 9,300 | 9,300 | 9,300 | 9,300 | 9,300 | 9,300 | 9,300 | 9,300 | 9,300 | 9,300 | 9,300 | 9,300 | - | 111,600 | 111,600 | - |
| 5501 | Utilities | 12,783 | 12,783 | 12,783 | 12,783 | 12,783 | 12,783 | 12,783 | 12,783 | 12,783 | 12,783 | 12,783 | 12,783 | - | 153,400 | 153,400 | - |
| 5502 | Janitorial Services | 4,492 | 4,492 | 4,492 | 4,492 | 4,492 | 4,492 | 4,492 | 4,492 | 4,492 | 4,492 | 4,492 | 4,492 | - | 53,905 | 53,905 | - |
| 5900 | Communications | 1,325 | 1,325 | 1,325 | 1,325 | 1,325 | 1,325 | 1,325 | 1,325 | 1,325 | 1,325 | 1,325 | 1,325 | - | 15,900 | 15,900 | - |
| 5901 | Postage and Shipping | - | - | 170 | 170 | 170 | 170 | 170 | 170 | 170 | 170 | 170 | 170 | - | 1,700 | 1,700 | - |
| | | 28,450 | 28,478 | 28,648 | 28,648 | 28,648 | 28,648 | 28,648 | 28,648 | 28,648 | 28,648 | 28,648 | 28,648 | - | 343,405 | 343,405 | - |
| **Facilities, Repairs and Other Leases** | | | | | | | | | | | | | | | | | |
| 5601 | Rent | 88,451 | 88,451 | 88,451 | 88,451 | 88,451 | 88,451 | 88,451 | 88,451 | 88,451 | 88,451 | 88,451 | 88,451 | | 1,061,415 | 1,061,415 | - |
| 5603 | Equipment Leases | 1,683 | 1,683 | 1,683 | 1,683 | 1,683 | 1,683 | 1,683 | 1,683 | 1,683 | 1,683 | 1,683 | 1,683 | - | 20,200 | 20,200 | - |
| 5605 | Real/Personal Property Taxes | 5,170 | 5,170 | 5,170 | 5,170 | 5,170 | 5,170 | 5,170 | 5,170 | 5,170 | 5,170 | 5,170 | 5,170 | - | 62,045 | 62,045 | - |
| 5610 | Repairs and Maintenance | 450 | 450 | 450 | 450 | 450 | 450 | 450 | 450 | 450 | 450 | 450 | 450 | - | 5,400 | 5,400 | - |
| | | 95,755 | 95,755 | 95,755 | 95,755 | 95,755 | 95,755 | 95,755 | 95,755 | 95,755 | 95,755 | 95,755 | 95,755 | - | 1,149,060 | 1,149,060 | - |
| **Professional/Consulting Services** | | | | | | | | | | | | | | | | | |
| 5801 | IT | 1,027 | 1,027 | 1,027 | 1,027 | 1,027 | 1,027 | 1,027 | 1,027 | 1,027 | 1,027 | 1,027 | 1,027 | - | 12,324 | 12,324 | - |
| 5802 | Audit & Taxes | - | - | - | 5,820 | 5,820 | 5,820 | - | - | - | - | - | - | - | 17,459 | 17,459 | - |
| 5803 | Legal | 833 | 833 | 833 | 833 | 833 | 833 | 833 | 833 | 833 | 833 | 833 | 833 | - | 10,000 | 10,000 | - |
| 5804 | Professional Development | 2,140 | 2,140 | 2,140 | 2,140 | 2,140 | 2,140 | 2,140 | 2,140 | 2,140 | 2,140 | 2,140 | 2,140 | - | 25,675 | 25,675 | - |
| 5805 | General Consulting | 2,568 | 2,568 | 2,568 | 2,568 | 2,568 | 2,568 | 2,568 | 2,568 | 2,568 | 2,568 | 2,568 | 2,568 | - | 30,810 | 30,810 | - |
| 5806 | Special Activities | 43 | 43 | 43 | 43 | 43 | 43 | 43 | 43 | 43 | 43 | 43 | 43 | - | 515 | 515 | - |
| 5807 | Bank Charges | 43 | 43 | 43 | 43 | 43 | 43 | 43 | 43 | 43 | 43 | 43 | 43 | - | 514 | 514 | - |
| 5808 | Printing | 86 | 86 | 86 | 86 | 86 | 86 | 86 | 86 | 86 | 86 | 86 | 86 | - | 1,031 | 1,031 | - |
| 5809 | Other taxes and fees | 642 | 642 | 642 | 642 | 642 | 642 | 642 | 642 | 642 | 642 | 642 | 642 | - | 7,703 | 7,703 | - |
| 5810 | Payroll Service Fee | 856 | 856 | 856 | 856 | 856 | 856 | 856 | 856 | 856 | 856 | 856 | 856 | - | 10,270 | 10,270 | - |
| 5811 | Management Fee | 25,000 | 25,000 | 25,000 | 25,000 | 25,000 | 25,000 | 25,000 | 25,000 | 25,000 | 25,000 | 25,000 | 25,000 | - | 300,000 | 300,000 | - |
| 5812 | District Oversight Fee | | | | | | | | | | | | | 42,148 | 42,148 | 42,148 | - |
| 5813 | Business Services | 4,877 | 4,877 | 4,877 | 4,877 | 4,877 | 4,877 | 4,877 | 4,877 | 4,877 | 4,877 | 4,877 | 4,877 | | 58,520 | 58,520 | - |
| 5814 | SPED Encroachment | - | 549 | 549 | 988 | 988 | 988 | 988 | 988 | 1,185 | 1,185 | 1,185 | 1,185 | 2,595 | 13,374 | 13,374 | 0 |
| 5836 | Fingerprinting | 63 | 63 | 63 | 63 | 63 | 63 | 63 | 63 | 63 | 63 | 63 | 63 | | 750 | 750 | - |
| 5851 | Marketing and Student Recruiting | 208 | 208 | 208 | 208 | 208 | 208 | 208 | 208 | 208 | 208 | 208 | 208 | | 2,500 | 2,500 | - |
| 5875 | Staff Recruiting | 208 | 208 | 208 | 208 | 208 | 208 | 208 | 208 | 208 | 208 | 208 | 208 | | 2,500 | 2,500 | - |
| 5877 | Student Activities | 2,568 | 2,568 | 2,568 | 2,568 | 2,568 | 2,568 | 2,568 | 2,568 | 2,568 | 2,568 | 2,568 | 2,568 | | 30,810 | 30,810 | - |
| | | 41,160 | 41,709 | 41,709 | 47,968 | 47,968 | 47,968 | 42,149 | 42,149 | 42,345 | 42,345 | 42,345 | 42,345 | 44,743 | 566,903 | 566,903 | 0 |
| **Depreciation** | | | | | | | | | | | | | | | | | |
| 6900 | Depreciation Expense | 36,839 | 36,839 | 36,839 | 36,839 | 36,839 | 36,839 | 36,839 | 36,839 | 36,839 | 36,839 | 36,839 | 36,839 | - | 442,067 | 442,067 | - |
| | | 36,839 | 36,839 | 36,839 | 36,839 | 36,839 | 36,839 | 36,839 | 36,839 | 36,839 | 36,839 | 36,839 | 36,839 | - | 442,067 | 442,067 | - |
| **Interest** | | | | | | | | | | | | | | | | | |
| | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |

## FY26-27 Richmond Charter Academy

**Monthly Cash Flow/Forecast FY26-27**

*Revised 5/28/26*

*Actuals Through:*

**ADA = 297.60**

| | Jul-26 | Aug-26 | Sep-26 | Oct-26 | Nov-26 | Dec-26 | Jan-27 | Feb-27 | Mar-27 | Apr-27 | May-27 | Jun-27 | Year-End Accruals | Annual Budget | Original Budget Total | Favorable / (Unfav.) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Total Expenses** | **282,618** | **522,235** | **523,047** | **528,664** | **529,306** | **511,604** | **507,002** | **505,704** | **504,479** | **503,181** | **503,573** | **507,212** | **44,891** | **5,973,518** | **5,973,517** | **(0)** |
| **Monthly Surplus (Deficit)** | **(282,618)** | **(335,164)** | **(26,293)** | **(83,047)** | **(203,356)** | **112,650** | **168,385** | **(179,754)** | **167,948** | **14,389** | **(27,290)** | **(133,646)** | **854,015** | **46,217** | **46,217** | **(0)** |
| Cash Flow Adjustments | | | | | | | | | | | | | | | | |
| Monthly Surplus (Deficit) | (282,618) | (335,164) | (26,293) | (83,047) | (203,356) | 112,650 | 168,385 | (179,754) | 167,948 | 14,389 | (27,290) | (133,646) | 854,015 | **46,217** | | |
| Cash flows from operating activities | | | | | | | | | | | | | | | | |
| Depreciation/Amortization | 36,839 | 36,839 | 36,839 | 36,839 | 36,839 | 36,839 | 36,839 | 36,839 | 36,839 | 36,839 | 36,839 | 36,839 | - | **442,067** | | |
| Public Funding Receivables | 341,273 | - | 103,227 | - | 101,097 | 40,622 | 68,548 | - | - | - | - | - | (898,906) | **(244,139)** | | |
| Grants and Contributions Rec. | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Due To/From Related Parties | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Prepaid Expenses | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Other Assets | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Accounts Payable | - | - | - | - | - | - | - | - | - | - | - | - | 44,891 | **44,891** | | |
| Accrued Expenses | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Other Liabilities | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Deferred Revenue | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Cash flows from investing activities | | | | | | | | | | | | | | | | |
| Purchases of Prop. And Equip. | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Notes Receivable | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Cash flows from financing activities | | | | | | | | | | | | | | | | |
| Proceeds from Factoring | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Payments on Factoring | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Proceeds(Payments) on Debt | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Total Change in Cash | 95,494 | (298,326) | 113,773 | (46,208) | (65,421) | 190,112 | 273,771 | (142,915) | 204,787 | 51,228 | 9,549 | (96,807) | | | | |
| Cash, Beginning of Month | 3,090,134 | 3,185,628 | 2,887,302 | 3,001,075 | 2,954,867 | 2,889,447 | 3,079,558 | 3,353,330 | 3,210,415 | 3,415,201 | 3,466,429 | 3,475,977 | | | | |
| Cash, End of Month | **3,185,628** | **2,887,302** | **3,001,075** | **2,954,867** | **2,889,447** | **3,079,558** | **3,353,330** | **3,210,415** | **3,415,201** | **3,466,429** | **3,475,977** | **3,379,170** | | | | |

# Coversheet

## Review and Consideration of Adoption of 2026-2027 Budget - Richmond Charter Elementary - Benito Juarez

**Section:** V. Business ll
**Item:** T. Review and Consideration of Adoption of 2026-2027 Budget - Richmond Charter Elementary - Benito Juarez
**Purpose:** Vote
**Submitted by:**
**Related Material:** FY26-27_AMPS BJE_Budget Packet.pdf

CHARTER IMPACT

# Benito Juarez Elementary

Budget Presentation – FY 2026-27

# Highlights

- **4.31%** COLA projected for LCFF in 26-27
- Enrollment Projected at 480; with 92.5 % attendance
- Budget generates Surplus in 26-27 & the out years
- Fund Balance at YE 26-27 projected at around 34.8 %.
- Model has been revised with data from May revised Budget

| Enrollment & Per Pupil Data | Budget |
|---|---|
| Average Enrollment | 480 |
| ADA | 444 |
| Attendance Rate | 92.5% |
| Unduplicated % | 85.0% |
| Revenue per ADA | $22,127 |
| Expenses per ADA | $21,973 |

| | 2025-26 Prior Year | 2026-27 Budget | 2027-28 Forecast | 2028-29 Forecast | 2029-30 Forecast |
|---|---|---|---|---|---|
| **Assumptions** | | | | | |
| *State COLA* | | *4.31%* | *3.30%* | *3.09%* | *3.11%* |
| *Other Revenue COLA* | | *n/a* | *0.00%* | *0.00%* | *0.00%* |
| *Expense COLA* | | *3.08%* | *2.75%* | *2.68%* | *2.74%* |
| *Enrollment* | | *480.0* | *470.0* | *470.0* | *470.00* |
| *Average Daily Attendance* | | *444.01* | *434.75* | *434.75* | *434.75* |
| **Total Revenue** | $ 9,031,154 | $ 9,824,719 | $ 10,004,645 | $ 10,331,610 | $ 10,536,980 |
| **Total Expenses** | $ 9,000,074 | $ 9,756,334 | $ 9,913,671 | $ 10,176,684 | $ 10,396,447 |
| **Surplus (Deficit)** | $ 31,079 | $ 68,384 | $ 90,973 | $ 154,926 | $ 140,534 |
| Fund Balance, Beginning of Year | $ 3,295,326 | $ 3,326,405 | $ 3,394,790 | $ 3,485,763 | $ 3,640,689 |
| **Fund Balance, End of Year** | $ 3,326,405 | $ 3,394,790 | $ 3,485,763 | $ 3,640,689 | $ 3,781,223 |
| | *37.0%* | *34.8%* | *35.2%* | *35.8%* | *36.4%* |

# Revenue

**2026-27: Revenue Projected at $9,827,7019. Per ADA average is $22,127**

- State Aid: $4.644 Mil (67.6% of Total Revenue). Revenue driven by ADA
- Federal Revenue: Projected at $407K.
  - Title Funds (I,II& IV) projected at $210 K;
  - SPED funding of $65 K
  - Child Nutrition programs at $130 K.

| | 2026-27 |
|---|---|
| ***Federal Revenue*** | |
| Special Education - Entitlement | $65,940 |
| Federal Child Nutrition | 130,387 |
| Title I, Part A - Basic Low Income | 179,017 |
| Title II, Part A - Teacher Quality | 18,820 |
| Other Federal Revenue | 13,809 |
| **Total Federal Revenue** | **$407,973** |

| | 2026-27 | 2027-28 | 2028-29 | 2029-30 |
|---|---|---|---|---|
| ***Summary of Revenue Programs*** | | | | |
| State Aid - Revenue Limit | $6,644,336 | $6,727,635 | $6,936,336 | $7,152,610 |
| Federal Revenue | 407,973 | 397,162 | 399,041 | 402,486 |
| Other State Revenue | 2,639,039 | 2,749,260 | 2,865,644 | 2,851,296 |
| Other Local Revenue | 133,370 | 130,589 | 130,589 | 130,589 |
| **Total Revenues** | **$9,824,719** | **$10,004,645** | **$10,331,610** | **$10,536,980** |
| *State Revenues as % of Total* | *67.6%* | *67.2%* | *67.1%* | *67.9%* |
| *Revenues per ADA* | *$22,127* | *$23,012* | *$23,764* | *$24,237* |

# Revenue Continued

- Other State revenue projected at $ 2.639 Mil is a significant source of Funding.
  - $594 K in State SPED Funding
  - $612 K in SB740 Facilities Funding
  - $120 K in State lottery
  - Other State Revenue includes: ELOP, ASES; Prop 28 & One-time SSPDBG funding
- Additionally, $ 133 K projected from local Parcel tax measures.

| | 2026-27 | 2027-28 | 2028-29 | 2029-30 |
|---|---|---|---|---|
| ***Other State Revenue*** | | | | |
| State Special Education | $594,960 | $601,790 | $620,385 | $639,679 |
| Child Nutrition | 49,911 | 58,953 | 60,533 | 62,191 |
| School Facilities (SB740) | 612,986 | 620,023 | 618,763 | 618,883 |
| Mandated Cost | 9,020 | 9,636 | 9,727 | 10,030 |
| State Lottery | 120,768 | 118,249 | 118,249 | 118,249 |
| Other State Revenue | 1,251,394 | 1,340,609 | 1,437,988 | 1,402,264 |
| **Total Other State Revenue** | **$2,639,039** | **$2,749,260** | **$2,865,644** | **$2,851,296** |

# Expenses

- Annual Expenses Projected at $9,756,334. Per ADA average is $21,973.
- Second Interim Forecasts Have been rolled forward & COLA of 3.08 % has been applied.
- Full staffing is planned for next year. Vacancies will result in lower personnel costs, offset by higher sub-agreement costs to cover substitutes. Personnel costs currently represent 43% of total expenses.

| | 2026-27 | 2027-28 | 2028-29 | 2029-30 |
|---|---|---|---|---|
| ***Summary of Projected Expenses*** | | | | |
| Certificated Salaries | $2,289,595 | $2,358,283 | $2,429,032 | $2,501,903 |
| Classified Salaries | 1,208,660 | 1,244,920 | 1,282,267 | 1,320,735 |
| Employee Benefits | 729,617 | 750,727 | 772,470 | 794,865 |
| **Total Compensation** | **$4,227,873** | **$4,353,930** | **$4,483,769** | **$4,617,503** |
| | | | | |
| Books and Supplies | $986,429 | $993,077 | $1,019,692 | $1,047,632 |
| Subagreement Services | 791,840 | 798,790 | 820,198 | 842,671 |
| Operations and Housekeeping | 580,835 | 584,362 | 600,022 | 616,463 |
| Facilities, Repairs and Other Leases | 1,384,784 | 1,423,500 | 1,465,581 | 1,444,641 |
| Professional/Consulting Services | 1,707,859 | 1,684,474 | 1,735,854 | 1,775,969 |
| Depreciation | 76,715 | 75,538 | 51,568 | 51,568 |
| Interest | - | - | - | - |
| **Total Non-Comp** | **$5,528,462** | **$5,559,741** | **$5,692,915** | **$5,778,944** |
| | | | | |
| **Total Expenses** | **$9,756,334** | **$9,913,671** | **$10,176,684** | **$10,396,447** |

# Fund & Cash Balance

- Surplus of $68,384 Projected for FY26-27. Surplus projected for out years as well
- Fund Balance projected at $3,394,790, 34.8 % of Total expenses.
- Beginning Fund balance subject to change in anticipation of the June 2026 financial close
- Cash Balance at the end of 26-27 Projected at $5,536,742. Cash position remains strong at each monthly close.

| | 2025-26 Prior Year | 2026-27 Budget | 2027-28 Forecast | 2028-29 Forecast | 2029-30 Forecast |
|---|---|---|---|---|---|
| Total Revenue | $ 9,031,154 | $ 9,824,719 | $ 10,004,645 | $ 10,331,610 | $ 10,536,980 |
| Total Expenses | $ 9,000,074 | $ 9,756,334 | $ 9,913,671 | $ 10,176,684 | $ 10,396,447 |
| Surplus (Deficit) | $ 31,079 | $ 68,384 | $ 90,973 | $ 154,926 | $ 140,534 |
| Fund Balance, Beginning of Year | $ 3,295,326 | $ 3,326,405 | $ 3,394,790 | $ 3,485,763 | $ 3,640,689 |
| Fund Balance, End of Year | $ 3,326,405 | $ 3,394,790 | $ 3,485,763 | $ 3,640,689 | $ 3,781,223 |
| | *37.0%* | *34.8%* | *35.2%* | *35.8%* | *36.4%* |
| Cash, End of Year | | $ 5,536,742 | $ 5,775,767 | $ 5,874,903 | $ 6,072,181 |

# Appendix

Multi-year Budget

26-27 Cash Flow by Month

# 2026-27 BJE

## Multi-Year Forecast

*Revised 6.05.26*

CHARTER IMPACT

| | 2025-26 Prior Year | 2026-27 Budget | 2027-28 Forecast | 2028-29 Forecast | 2029-30 Forecast |
|---|---|---|---|---|---|
| **Assumptions** | | | | | |
| *State COLA* | | *4.31%* | *3.30%* | *3.09%* | *3.11%* |
| *Other Revenue COLA* | | *n/a* | *0.00%* | *0.00%* | *0.00%* |
| *Expense COLA* | | *3.08%* | *2.75%* | *2.68%* | *2.74%* |
| *Enrollment* | | *480.0* | *470.0* | *470.0* | *470.00* |
| *Average Daily Attendance* | | *444.01* | *434.75* | *434.75* | *434.75* |
| **Revenues** | | | | | |
| **State Aid - Revenue Limit** | | | | | |
| 8011 LCFF State Aid | $ 4,451,798 | $ 4,699,856 | $ 4,823,708 | $ 5,032,409 | $ 5,248,683 |
| 8012 Education Protection Account | 87,420 | 88,802 | 86,950 | 86,950 | 86,950 |
| 8019 State Aid - Prior Year | 33,218 | - | - | - | - |
| 8096 In Lieu of Property Taxes | 1,730,073 | 1,855,678 | 1,816,977 | 1,816,977 | 1,816,977 |
| | 6,302,509 | 6,644,336 | 6,727,635 | 6,936,336 | 7,152,610 |
| **Federal Revenue** | | | | | |
| 8181 Special Education - Entitlement | 71,050 | 65,940 | 67,202 | 65,800 | 65,800 |
| 8220 Federal Child Nutrition | 85,378 | 130,387 | 122,440 | 125,721 | 129,166 |
| 8290 Title I, Part A - Basic Low Income | 181,886 | 179,017 | 175,284 | 175,284 | 175,284 |
| 8291 Title II, Part A - Teacher Quality | 21,523 | 18,820 | 18,428 | 18,428 | 18,428 |
| 8296 Other Federal Revenue | 10,917 | 13,809 | 13,809 | 13,809 | 13,809 |
| | 370,754 | 407,973.37 | 397,162 | 399,041 | 402,486 |
| **Other State Revenue** | | | | | |
| 8311 State Special Education | 387,680 | 594,960 | 601,790 | 620,385 | 639,679 |
| 8520 Child Nutrition | 90,180 | 49,911 | 58,953 | 60,533 | 62,191 |
| 8545 School Facilities (SB740) | 617,140 | 612,986 | 620,023 | 618,763 | 618,883 |
| 8550 Mandated Cost | 9,074 | 9,020 | 9,636 | 9,727 | 10,030 |
| 8560 State Lottery | 118,891 | 120,768 | 118,249 | 118,249 | 118,249 |
| 8598 Prior Year Revenue | (135,497) | - | - | - | - |
| 8599 Other State Revenue | 1,136,496 | 1,251,394 | 1,340,609 | 1,437,988 | 1,402,264 |
| | 2,223,964 | 2,639,039.24 | 2,749,260 | 2,865,644 | 2,851,296 |
| **Other Local Revenue** | | | | | |
| 8690 Other Local Revenue | 133,370 | 133,370 | 130,589 | 130,589 | 130,589 |
| 8699 School Fundraising | 557 | - | - | - | - |
| | 133,927 | 133,370.00 | 130,589 | 130,589 | 130,589 |
| **Total Revenue** | **$ 9,031,154** | **$ 9,824,719** | **$ 10,004,645** | **$ 10,331,610** | **$ 10,536,980** |
| **Expenses** | | | | | |
| **Certificated Salaries** | | | | | |
| 1100 Teachers' Salaries | 1,286,964 | 1,736,692 | 1,788,792 | 1,842,456 | 1,897,730 |
| 1175 Teachers' Extra Duty/Stipends | 35,000 | 50,000 | 51,500 | 53,045 | 54,636 |
| 1200 Pupil Support Salaries | 78,948 | 81,316 | 83,756 | 86,269 | 88,857 |
| 1300 Administrators' Salaries | 384,002 | 421,587 | 434,235 | 447,262 | 460,680 |
| | 1,784,914 | 2,289,595 | 2,358,283 | 2,429,032 | 2,501,903 |
| **Classified Salaries** | | | | | |
| 2100 Instructional Salaries | 715,592 | 993,820 | 1,023,635 | 1,054,344 | 1,085,974 |
| 2200 Support Salaries | 86,587 | 89,185 | 91,861 | 94,616 | 97,455 |

# 2026-27 BJE

## Multi-Year Forecast

*Revised 6.05.26*

CHARTER IMPACT

| | | 2025-26 Prior Year | 2026-27 Budget | 2027-28 Forecast | 2028-29 Forecast | 2029-30 Forecast |
|---|---|---|---|---|---|---|
| 2400 | Clerical and Office Staff Salaries | 121,995 | 125,655 | 129,425 | 133,308 | 137,307 |
| | | 924,175 | 1,208,660 | 1,244,920 | 1,282,267 | 1,320,735 |
| **Benefits** | | | | | | |
| 3301 | OASDI | 200,074 | 216,892 | 223,399 | 230,101 | 237,004 |
| 3311 | Medicare | 46,791 | 50,725 | 52,246 | 53,814 | 55,428 |
| 3401 | Health and Welfare | 288,600 | 369,564 | 380,651 | 392,070 | 403,833 |
| 3501 | State Unemployment | 24,500 | 25,970 | 25,970 | 25,970 | 25,970 |
| 3601 | Workers' Compensation | 45,178 | 48,976 | 50,445 | 51,958 | 53,517 |
| 3901 | Other Benefits | 6,000 | 17,491 | 18,016 | 18,556 | 19,113 |
| | | 611,143 | 729,617 | 750,727 | 772,470 | 794,865 |
| **Books and Supplies** | | | | | | |
| 4100 | Textbooks and Core Curricula | 300,000 | 350,000 | 352,125 | 361,562 | 371,469 |
| 4200 | Books and Other Materials | 1,500 | 2,568 | 2,583 | 2,652 | 2,725 |
| 4302 | School Supplies | 40,000 | 51,350 | 51,662 | 53,046 | 54,500 |
| 4303 | Technology Supplies | 7,500 | 10,270 | 10,332 | 10,609 | 10,900 |
| 4304 | Non-Instructional Supplies | 2,000 | 2,054 | 2,066 | 2,122 | 2,180 |
| 4305 | Software | 44,900 | 50,000 | 50,304 | 51,652 | 53,067 |
| 4310 | Office Expense | 20,000 | 30,810 | 31,657 | 32,506 | 33,396 |
| 4311 | Business Meals | 5,000 | 25,000 | 25,152 | 25,826 | 26,533 |
| 4315 | Custodial Supplies | 35,000 | 35,945 | 36,163 | 37,132 | 38,150 |
| 4320 | Educational Software | 57,251 | 60,000 | 60,364 | 61,982 | 63,680 |
| 4326 | Art & Music Supplies | - | 15,405 | 15,499 | 15,914 | 16,350 |
| 4328 | Student Activity Supplies & Materials | 12,000 | 12,324 | 12,399 | 12,731 | 13,080 |
| 4335 | PE Supplies | 2,500 | 5,135 | 5,166 | 5,305 | 5,450 |
| 4350 | Uniforms | 40,000 | 45,000 | 45,273 | 46,487 | 47,760 |
| 4400 | Noncapitalized Equipment | 25,000 | 25,000 | 25,152 | 25,826 | 26,533 |
| 4420 | Noncapitalized Computer Equipment | 50,000 | 50,000 | 50,304 | 51,652 | 53,067 |
| 4421 | Noncapitalized Classroom Furniture, Equi | 15,000 | 25,000 | 25,152 | 25,826 | 26,533 |
| 4700 | Food Services | 175,558 | 180,298 | 181,393 | 186,254 | 191,357 |
| 4720 | Other Food | 10,000 | 10,270 | 10,332 | 10,609 | 10,900 |
| | | 843,209 | 986,429 | 993,077 | 1,019,692 | 1,047,632 |
| **Subagreement Services** | | | | | | |
| 5102 | Special Education | 425,000 | 356,165 | 358,327 | 367,930 | 378,012 |
| 5103 | Substitute Teacher | 700,000 | 100,000 | 102,750 | 105,504 | 108,395 |
| 5104 | Transportation | 25,000 | 25,675 | 25,831 | 26,523 | 27,250 |
| 5105 | Security | 60,000 | 60,000 | 60,364 | 61,982 | 63,680 |
| 5106 | Other Educational Consultants | 180,000 | 250,000 | 251,518 | 258,258 | 265,335 |
| | | 1,390,000 | 791,840 | 798,790 | 820,198 | 842,671 |
| **Operations and Housekeeping** | | | | | | |
| 5201 | Auto and Travel | 5,000 | 5,135 | 5,166 | 5,305 | 5,450 |
| 5300 | Dues & Memberships | 20,000 | 20,000 | 20,121 | 20,661 | 21,227 |
| 5400 | Insurance | 127,395 | 133,765 | 134,577 | 138,184 | 141,970 |
| 5501 | Utilities | 260,000 | 267,020 | 268,641 | 275,841 | 283,399 |
| 5502 | Janitorial Services | 125,000 | 128,375 | 129,154 | 132,616 | 136,249 |
| 5900 | Communications | 25,000 | 25,000 | 25,152 | 25,826 | 26,533 |
| 5901 | Postage and Shipping | 1,500 | 1,541 | 1,550 | 1,591 | 1,635 |

# 2026-27 BJE

## Multi-Year Forecast

*Revised 6.05.26*

CHARTER IMPACT

| | 2025-26 Prior Year | 2026-27 Budget | 2027-28 Forecast | 2028-29 Forecast | 2029-30 Forecast |
|---|---|---|---|---|---|
| | 563,895 | 580,835 | 584,362 | 600,022 | 616,463 |
| **Facilities, Repairs and Other Leases** | | | | | |
| 5601 Rent | 1,158,003 | 1,192,743 | 1,228,525 | 1,265,381 | 1,303,343 |
| 5603 Equipment Leases | 29,900 | 30,707 | 30,894 | 31,722 | 32,591 |
| 5605 Real/Personal Property Taxes | 68,600 | 68,600 | 69,016 | 70,866 | 72,808 |
| 5610 Repairs and Maintenance | 10,000 | 10,270 | 10,332 | 10,609 | 10,900 |
| 5615 Repairs and Maintenance - Building | 80,000 | 82,464 | 84,732 | 87,003 | 25,000 |
| | 1,346,503 | 1,384,784 | 1,423,500 | 1,465,581 | 1,444,641 |
| **Professional/Consulting Services** | | | | | |
| 5801 IT | 25,000 | 25,675 | 25,831 | 26,523 | 27,250 |
| 5802 Audit & Taxes | 20,000 | 20,540 | 21,105 | 21,670 | 22,264 |
| 5803 Legal | 15,000 | 30,000 | 20,000 | 20,536 | 21,099 |
| 5804 Professional Development | 75,000 | 75,000 | 85,455 | 87,746 | 90,150 |
| 5805 General Consulting | 50,000 | 100,000 | 50,000 | 51,340 | 52,747 |
| 5806 Special Activities | 25,000 | 50,000 | 50,304 | 51,652 | 53,067 |
| 5807 Bank Charges | 1,000 | 1,027 | 1,033 | 1,061 | 1,090 |
| 5809 Other taxes and fees | 15,000 | 25,000 | 25,152 | 25,826 | 26,533 |
| 5810 Payroll Service Fee | 17,500 | 20,540 | 20,665 | 21,219 | 21,800 |
| 5811 Management Fee | 911,050 | 982,472 | 1,000,464 | 1,033,161 | 1,053,698 |
| 5812 District Oversight Fee | 62,693 | 66,443 | 67,276 | 69,363 | 71,526 |
| 5813 Business Services | 102,382 | 106,265 | 106,910 | 109,775 | 112,783 |
| 5814 SPED Encroachment | 14,188 | 16,235 | 16,429 | 16,937 | 17,463 |
| 5830 Field Trips | 20,000 | 40,000 | 41,100 | 42,201 | 43,358 |
| 5836 Fingerprinting | 500 | 2,500 | 2,569 | 2,638 | 2,710 |
| 5851 Marketing and Student Recruiting | 15,000 | 15,000 | 15,413 | 15,826 | 16,259 |
| 5875 Staff Recruiting | 25,000 | 25,000 | 25,688 | 26,376 | 27,099 |
| 5877 Student Activities | 25,000 | 100,000 | 102,750 | 105,504 | 108,395 |
| 5878 Student Assessment | 6,000 | 6,162 | 6,331 | 6,501 | 6,679 |
| | 1,425,313 | 1,707,859 | 1,684,474 | 1,735,854 | 1,775,969 |
| **Depreciation** | | | | | |
| 6900 Depreciation Expense | 110,923 | 76,715 | 75,538 | 51,568 | 51,568 |
| | 110,923 | 76,715 | 75,538 | 51,568 | 51,568 |
| **Interest** | | | | | |
| | - | - | - | - | - |
| **Total Expenses** | **$ 9,000,074** | **$ 9,756,334** | **$ 9,913,671** | **$ 10,176,684** | **$ 10,396,447** |
| **Surplus (Deficit)** | **$ 31,079** | **$ 68,384** | **$ 90,973** | **$ 154,926** | **$ 140,534** |
| | | 0.01 | | | |
| Fund Balance, Beginning of Year | $ 3,295,326 | $ 3,326,405 | $ 3,394,790 | $ 3,485,763 | $ 3,640,689 |
| **Fund Balance, End of Year** | **$ 3,326,405** | **$ 3,394,790** | **$ 3,485,763** | **$ 3,640,689** | **$ 3,781,223** |
| | ***37.0%*** | ***34.8%*** | ***35.2%*** | ***35.8%*** | ***36.4%*** |
| **Cash Flow Adjustments** | | | | | |
| Surplus (Deficit) | | 68,384 | 90,973 | 154,926 | 140,534 |
| Cash Flows From Operating Activities | | | | | |
| Depreciation/Amortization | | 76,715 | 75,538 | 51,568 | 51,568 |

# 2026-27 BJE

**Multi-Year Forecast**

*Revised 6.05.26*

| | 2025-26 Prior Year | 2026-27 Budget | 2027-28 Forecast | 2028-29 Forecast | 2029-30 Forecast |
|---|---|---|---|---|---|
| Public Funding Receivables | | (605,694) | 144,785 | (40,356) | (15,555) |
| Grants and Contributions Rec. | | - | - | - | - |
| Due To/From Related Parties | | - | - | - | - |
| Prepaid Expenses | | - | - | - | - |
| Other Assets | | - | - | - | - |
| Accounts Payable | | 988,453 | 17,729 | 32,997 | 20,732 |
| Accrued Expenses | | - | - | - | - |
| Deferred Revenue | | - | (90,000) | (100,000) | - |
| Cash Flows From Investing Activities | | | | | - |
| Purchases of Prop. And Equip. | | - | - | - | - |
| Notes Receivable | | - | - | - | - |
| Cash Flows From Financing Activities | | | | | - |
| Proceeds from Factoring | | - | - | - | - |
| Payments on Factoring | | - | - | - | - |
| Proceeds(Payments) on Debt | | - | - | - | - |
| Total Change in Cash | | 527,859 | 239,026 | 99,135 | 197,279 |
| Cash, Beginning of Year | | 5,008,883 | 5,536,742 | 5,775,767 | 5,874,903 |
| **Cash, End of Year** | | **$ 5,536,742** | **$ 5,775,767** | **$ 5,874,903** | **$ 6,072,181** |

## 2026-27 BJE

**Monthly Cash Flow/Forecast FY26-27**

*Revised 6.05.26*

*Actuals Through:*

**ADA = 444.01**

CHARTER IMPACT

| | | Jul-26 | Aug-26 | Sep-26 | Oct-26 | Nov-26 | Dec-26 | Jan-27 | Feb-27 | Mar-27 | Apr-27 | May-27 | Jun-27 | Year-End Accruals | Annual Budget | Original Budget Total | Favorable / (Unfav.) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| LCFF State Aid | | 0.0% | 5.0% | 5.0% | 9.0% | 9.0% | 9.0% | 9.0% | 9.0% | 20.0% | 20.0% | 20.0% | 20.0% | 20.0% | | | |
| New School/New Grade Apportionment | | 0.0% | 0.0% | 0.0% | 37.0% | 0.0% | 0.0% | 18.0% | 0.0% | n/a | n/a | n/a | n/a | n/a | | | |
| In Lieu of Property Taxes | | 0.0% | 6.0% | 12.0% | 8.0% | 8.0% | 8.0% | 8.0% | 8.0% | 33.3% | 16.7% | 16.7% | 16.7% | 16.7% | | | |
| New School In Lieu of Property Taxes | | 0.0% | 0.0% | 0.0% | 26.0% | 8.0% | 8.0% | 8.0% | 8.0% | n/a | n/a | n/a | n/a | n/a | | | |
| Special Education | | 0.0% | 5.0% | 5.0% | 9.0% | 9.0% | 9.0% | 9.0% | 9.0% | 20.0% | 20.0% | 20.0% | 20.0% | 20.0% | | | |
| **Revenues** | | | | | | | | | | | | | | | | ADA = 444.00 | |
| **State Aid - Revenue Limit** | | | | | | | | | | | | | | | | | |
| 8011 | LCFF State Aid | - | 227,218 | 227,218 | 408,992 | 408,992 | 408,992 | 408,992 | 408,992 | 440,091 | 440,091 | 440,091 | 440,091 | 440,092 | 4,699,856 | 4,699,856 | - |
| 8012 | Education Protection Account | - | - | 22,201 | - | - | 22,201 | - | - | 22,201 | - | - | - | 22,201 | 88,802 | 88,802 | - |
| 8096 | In Lieu of Property Taxes | - | 107,657 | 215,314 | 143,543 | 143,543 | 143,543 | 143,543 | 143,543 | 271,665 | 135,832 | 135,832 | 135,832 | 135,832 | 1,855,678 | 1,855,678 | - |
| | | - | 334,875 | 464,732 | 552,535 | 552,535 | 574,736 | 552,535 | 552,535 | 733,956 | 575,924 | 575,924 | 575,924 | 598,125 | 6,644,336 | 6,644,336 | - |
| **Federal Revenue** | | | | | | | | | | | | | | | | | |
| 8181 | Special Education - Entitlement | - | - | - | - | - | - | - | - | - | - | - | - | 65,940 | 65,940 | 65,940 | - |
| 8220 | Federal Child Nutrition | - | - | - | 8,049 | 15,292 | 15,292 | 15,292 | 15,292 | 15,292 | 15,292 | 15,292 | 15,292 | | 130,387 | 130,387 | - |
| 8290 | Title I, Part A - Basic Low Income | - | - | 44,754 | - | - | 134,263 | - | - | - | - | - | - | - | 179,017 | 179,017 | - |
| 8291 | Title II, Part A - Teacher Quality | - | - | 4,705 | - | - | 14,115 | - | - | - | - | - | - | - | 18,820 | 18,820 | - |
| 8296 | Other Federal Revenue | - | - | - | 3,452 | - | - | 3,452 | - | - | 3,452 | - | - | 3,452 | 13,809 | 13,809 | - |
| | | - | - | 49,459 | 11,501 | 15,292 | 163,670 | 18,745 | 15,292 | 15,292 | 18,745 | 15,292 | 15,292 | 69,392 | 407,973 | 407,973 | - |
| **Other State Revenue** | | | | | | | | | | | | | | | | | |
| 8311 | State Special Education | - | 29,629 | 29,629 | 53,332 | 53,332 | 53,332 | 53,332 | 53,332 | 53,809 | 53,809 | 53,809 | 53,809 | 53,809 | 594,960 | 594,960 | - |
| 8520 | Child Nutrition | - | - | - | 2,406 | 4,572 | 4,572 | 4,572 | 4,572 | 4,572 | 4,572 | 4,572 | 4,572 | 10,932 | 49,911 | 49,911 | - |
| 8545 | School Facilities (SB740) | - | - | - | - | - | - | 306,493 | - | - | - | 153,247 | - | 153,247 | 612,986 | 612,986 | - |
| 8550 | Mandated Cost | - | - | - | - | - | 9,020 | - | - | - | - | - | - | - | 9,020 | 9,020 | - |
| 8560 | State Lottery | - | - | - | - | - | - | 29,194 | - | - | 29,194 | - | - | 62,380 | 120,768 | 120,768 | - |
| 8599 | Other State Revenue | - | 1,443 | 1,443 | 308,231 | 2,597 | 2,597 | 308,231 | 2,597 | 2,597 | 308,231 | 2,597 | 2,597 | 308,231 | 1,251,394 | 1,251,394 | - |
| | | - | 31,072 | 31,072 | 363,969 | 60,501 | 69,521 | 701,821 | 60,501 | 60,978 | 395,805 | 214,224 | 60,978 | 588,599 | 2,639,039 | 2,639,039 | - |
| **Other Local Revenue** | | | | | | | | | | | | | | | | | |
| 8690 | Other Local Revenue | - | - | 13,337 | 13,337 | 13,337 | 13,337 | 13,337 | 13,337 | 13,337 | 13,337 | 13,337 | 13,337 | - | 133,370 | 133,370 | - |
| | | - | - | 13,337 | 13,337 | 13,337 | 13,337 | 13,337 | 13,337 | 13,337 | 13,337 | 13,337 | 13,337 | - | 133,370 | 133,370 | - |
| **Total Revenue** | | - | 365,947 | 558,601 | 941,342 | 641,665 | 821,264 | 1,286,438 | 641,665 | 823,564 | 1,003,810 | 818,777 | 665,531 | 1,256,116 | 9,824,719 | 9,824,719 | - |
| **Expenses** | | | | | | | | | | | | | | | | | |
| **Certificated Salaries** | | | | | | | | | | | | | | | | | |
| 1100 | Teachers' Salaries | - | 157,881 | 157,881 | 157,881 | 157,881 | 157,881 | 157,881 | 157,881 | 157,881 | 157,881 | 157,881 | 157,881 | - | 1,736,692 | 1,736,692 | - |
| 1175 | Teachers' Extra Duty/Stipends | - | 4,545 | 4,545 | 4,545 | 4,545 | 4,545 | 4,545 | 4,545 | 4,545 | 4,545 | 4,545 | 4,545 | - | 50,000 | 50,000 | - |
| 1200 | Pupil Support Salaries | - | 7,392 | 7,392 | 7,392 | 7,392 | 7,392 | 7,392 | 7,392 | 7,392 | 7,392 | 7,392 | 7,392 | - | 81,316 | 81,316 | - |
| 1300 | Administrators' Salaries | 35,132 | 35,132 | 35,132 | 35,132 | 35,132 | 35,132 | 35,132 | 35,132 | 35,132 | 35,132 | 35,132 | 35,132 | - | 421,587 | 421,587 | - |
| | | 35,132 | 204,951 | 204,951 | 204,951 | 204,951 | 204,951 | 204,951 | 204,951 | 204,951 | 204,951 | 204,951 | 204,951 | - | 2,289,595 | 2,289,595 | - |
| **Classified Salaries** | | | | | | | | | | | | | | | | | |
| 2100 | Instructional Salaries | - | 90,347 | 90,347 | 90,347 | 90,347 | 90,347 | 90,347 | 90,347 | 90,347 | 90,347 | 90,347 | 90,347 | - | 993,820 | 993,820 | - |
| 2200 | Support Salaries | 7,432 | 7,432 | 7,432 | 7,432 | 7,432 | 7,432 | 7,432 | 7,432 | 7,432 | 7,432 | 7,432 | 7,432 | - | 89,185 | 89,185 | - |
| 2400 | Clerical and Office Staff Salaries | 10,471 | 10,471 | 10,471 | 10,471 | 10,471 | 10,471 | 10,471 | 10,471 | 10,471 | 10,471 | 10,471 | 10,471 | - | 125,655 | 125,655 | - |
| | | 17,903 | 108,251 | 108,251 | 108,251 | 108,251 | 108,251 | 108,251 | 108,251 | 108,251 | 108,251 | 108,251 | 108,251 | - | 1,208,660 | 1,208,660 | - |
| **Benefits** | | | | | | | | | | | | | | | | | |
| 3301 | OASDI | 3,288 | 19,419 | 19,419 | 19,419 | 19,419 | 19,419 | 19,419 | 19,419 | 19,419 | 19,419 | 19,419 | 19,419 | - | 216,892 | 216,892 | - |
| 3311 | Medicare | 769 | 4,541 | 4,541 | 4,541 | 4,541 | 4,541 | 4,541 | 4,541 | 4,541 | 4,541 | 4,541 | 4,541 | - | 50,725 | 50,725 | - |
| 3401 | Health and Welfare | 30,797 | 30,797 | 30,797 | 30,797 | 30,797 | 30,797 | 30,797 | 30,797 | 30,797 | 30,797 | 30,797 | 30,797 | - | 369,564 | 369,564 | - |
| 3501 | State Unemployment | 1,299 | 1,299 | 1,299 | 1,299 | 1,299 | 1,299 | 6,493 | 5,194 | 2,597 | 1,299 | 1,299 | 1,299 | - | 25,970 | 25,970 | - |
| 3601 | Workers' Compensation | 742 | 4,385 | 4,385 | 4,385 | 4,385 | 4,385 | 4,385 | 4,385 | 4,385 | 4,385 | 4,385 | 4,385 | - | 48,976 | 48,976 | - |
| 3901 | Other Benefits | 265 | 1,566 | 1,566 | 1,566 | 1,566 | 1,566 | 1,566 | 1,566 | 1,566 | 1,566 | 1,566 | 1,566 | - | 17,491 | 17,491 | - |
| | | 37,160 | 62,006 | 62,006 | 62,006 | 62,006 | 62,006 | 67,200 | 65,902 | 63,305 | 62,006 | 62,006 | 62,006 | - | 729,617 | 729,617 | - |
| **Books and Supplies** | | | | | | | | | | | | | | | | | |
| 4100 | Textbooks and Core Curricula | - | 52,700 | 52,700 | 52,700 | 52,700 | - | - | - | - | - | - | 139,200 | - | 350,000 | 350,000 | - |
| 4200 | Books and Other Materials | | 514 | 514 | 514 | 514 | 514 | - | - | - | - | - | - | - | 2,568 | 2,568 | - |
| 4302 | School Supplies | | 4,668 | 4,668 | 4,668 | 4,668 | 4,668 | 4,668 | 4,668 | 4,668 | 4,668 | 4,668 | 4,668 | - | 51,350 | 51,350 | - |
| 4303 | Technology Supplies | | 934 | 934 | 934 | 934 | 934 | 934 | 934 | 934 | 934 | 934 | 934 | - | 10,270 | 10,270 | - |
| 4304 | Non-Instructional Supplies | | 187 | 187 | 187 | 187 | 187 | 187 | 187 | 187 | 187 | 187 | 187 | - | 2,054 | 2,054 | - |
| 4305 | Software | | 4,545 | 4,545 | 4,545 | 4,545 | 4,545 | 4,545 | 4,545 | 4,545 | 4,545 | 4,545 | 4,545 | - | 50,000 | 50,000 | - |
| 4310 | Office Expense | - | 2,801 | 2,801 | 2,801 | 2,801 | 2,801 | 2,801 | 2,801 | 2,801 | 2,801 | 2,801 | 2,801 | - | 30,810 | 30,810 | - |
| 4311 | Business Meals | | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | - | 25,000 | 25,000 | - |
| 4315 | Custodial Supplies | | 3,268 | 3,268 | 3,268 | 3,268 | 3,268 | 3,268 | 3,268 | 3,268 | 3,268 | 3,268 | 3,268 | | 35,945 | 35,945 | - |
| 4320 | Educational Software | | 5,455 | 5,455 | 5,455 | 5,455 | 5,455 | 5,455 | 5,455 | 5,455 | 5,455 | 5,455 | 5,455 | | 60,000 | 60,000 | - |
| 4326 | Art & Music Supplies | | 1,400 | 1,400 | 1,400 | 1,400 | 1,400 | 1,400 | 1,400 | 1,400 | 1,400 | 1,400 | 1,400 | | 15,405 | 15,405 | - |
| 4327 | MS/HS Sports Supplies | | - | - | - | - | - | - | - | - | - | - | - | | - | - | - |
| 4328 | Student Activity Supplies & | | 1,120 | 1,120 | 1,120 | 1,120 | 1,120 | 1,120 | 1,120 | 1,120 | 1,120 | 1,120 | 1,120 | | 12,324 | 12,324 | - |
| 4335 | PE Supplies | | 467 | 467 | 467 | 467 | 467 | 467 | 467 | 467 | 467 | 467 | 467 | | 5,135 | 5,135 | - |
| 4350 | Uniforms | | 4,091 | 4,091 | 4,091 | 4,091 | 4,091 | 4,091 | 4,091 | 4,091 | 4,091 | 4,091 | 4,091 | | 45,000 | 45,000 | - |
| 4400 | Noncapitalized Equipment | | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | | 25,000 | 25,000 | - |
| 4420 | Noncapitalized Computer | | 4,545 | 4,545 | 4,545 | 4,545 | 4,545 | 4,545 | 4,545 | 4,545 | 4,545 | 4,545 | 4,545 | | 50,000 | 50,000 | - |
| 4421 | Noncapitalized Classroom | | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | | 25,000 | 25,000 | - |
| 4700 | Food Services | | 16,391 | 16,391 | 16,391 | 16,391 | 16,391 | 16,391 | 16,391 | 16,391 | 16,391 | 16,391 | 16,391 | | 180,298 | 180,298 | - |
| 4720 | Other Food | | 934 | 934 | 934 | 934 | 934 | 934 | 934 | 934 | 934 | 934 | 934 | | 10,270 | 10,270 | - |
| | | - | 110,837 | 110,837 | 110,837 | 110,837 | 58,137 | 57,624 | 57,624 | 57,624 | 57,624 | 57,624 | 196,824 | - | 986,429 | 986,429 | - |
| **Subagreement Services** | | | | | | | | | | | | | | | | | |
| 5102 | Special Education | - | 32,379 | 32,379 | 32,379 | 32,379 | 32,379 | 32,379 | 32,379 | 32,379 | 32,379 | 32,379 | 32,379 | - | 356,165 | 356,165 | - |
| 5103 | Substitute Teacher | | 9,091 | 9,091 | 9,091 | 9,091 | 9,091 | 9,091 | 9,091 | 9,091 | 9,091 | 9,091 | 9,091 | - | 100,000 | 100,000 | - |
| 5104 | Transportation | - | 2,334 | 2,334 | 2,334 | 2,334 | 2,334 | 2,334 | 2,334 | 2,334 | 2,334 | 2,334 | 2,334 | - | 25,675 | 25,675 | - |
| 5105 | Security | - | 5,455 | 5,455 | 5,455 | 5,455 | 5,455 | 5,455 | 5,455 | 5,455 | 5,455 | 5,455 | 5,455 | - | 60,000 | 60,000 | - |
| 5106 | Other Educational Consultants | - | 22,727 | 22,727 | 22,727 | 22,727 | 22,727 | 22,727 | 22,727 | 22,727 | 22,727 | 22,727 | 22,727 | - | 250,000 | 250,000 | - |
| | | - | 71,985 | 71,985 | 71,985 | 71,985 | 71,985 | 71,985 | 71,985 | 71,985 | 71,985 | 71,985 | 71,985 | - | 791,840 | 791,840 | - |
| **Operations and Housekeeping** | | | | | | | | | | | | | | | | | |
| 5201 | Auto and Travel | - | 467 | 467 | 467 | 467 | 467 | 467 | 467 | 467 | 467 | 467 | 467 | - | 5,135 | 5,135 | - |
| 5300 | Dues & Memberships | | 1,818 | 1,818 | 1,818 | 1,818 | 1,818 | 1,818 | 1,818 | 1,818 | 1,818 | 1,818 | 1,818 | - | 20,000 | 20,000 | - |
| 5400 | Insurance | | 12,160 | 12,160 | 12,160 | 12,160 | 12,160 | 12,160 | 12,160 | 12,160 | 12,160 | 12,160 | 12,160 | - | 133,765 | 133,765 | - |
| 5501 | Utilities | | 24,275 | 24,275 | 24,275 | 24,275 | 24,275 | 24,275 | 24,275 | 24,275 | 24,275 | 24,275 | 24,275 | - | 267,020 | 267,020 | - |
| 5502 | Janitorial Services | | 11,670 | 11,670 | 11,670 | 11,670 | 11,670 | 11,670 | 11,670 | 11,670 | 11,670 | 11,670 | 11,670 | - | 128,375 | 128,375 | - |
| 5900 | Communications | | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | - | 25,000 | 25,000 | - |
| 5901 | Postage and Shipping | - | 140 | 140 | 140 | 140 | 140 | 140 | 140 | 140 | 140 | 140 | 140 | - | 1,541 | 1,541 | - |
| | | - | 52,803 | 52,803 | 52,803 | 52,803 | 52,803 | 52,803 | 52,803 | 52,803 | 52,803 | 52,803 | 52,803 | - | 580,835 | 580,835 | - |
| **Facilities, Repairs and Other Leases** | | | | | | | | | | | | | | | | | |
| 5601 | Rent | 99,395 | 99,395 | 99,395 | 99,395 | 99,395 | 99,395 | 99,395 | 99,395 | 99,395 | 99,395 | 99,395 | 99,395 | | 1,192,743 | 1,192,743 | - |
| 5603 | Equipment Leases | 2,559 | 2,559 | 2,559 | 2,559 | 2,559 | 2,559 | 2,559 | 2,559 | 2,559 | 2,559 | 2,559 | 2,559 | - | 30,707 | 30,707 | - |
| 5605 | Real/Personal Property Taxes | 5,717 | 5,717 | 5,717 | 5,717 | 5,717 | 5,717 | 5,717 | 5,717 | 5,717 | 5,717 | 5,717 | 5,717 | - | 68,600 | 68,600 | - |
| 5610 | Repairs and Maintenance | 856 | 856 | 856 | 856 | 856 | 856 | 856 | 856 | 856 | 856 | 856 | 856 | - | 10,270 | 10,270 | - |
| 5615 | Repairs and Maintenance - Buildin | 6,872 | 6,872 | 6,872 | 6,872 | 6,872 | 6,872 | 6,872 | 6,872 | 6,872 | 6,872 | 6,872 | 6,872 | - | 82,464 | 82,464 | - |
| | | 115,399 | 115,399 | 115,399 | 115,399 | 115,399 | 115,399 | 115,399 | 115,399 | 115,399 | 115,399 | 115,399 | 115,399 | - | 1,384,784 | 1,384,784 | - |
| **Professional/Consulting Services** | | | | | | | | | | | | | | | | | |
| 5801 | IT | 2,140 | 2,140 | 2,140 | 2,140 | 2,140 | 2,140 | 2,140 | 2,140 | 2,140 | 2,140 | 2,140 | 2,140 | - | 25,675 | 25,675 | - |
| 5802 | Audit & Taxes | | 1,867 | 1,867 | 1,867 | 1,867 | 1,867 | 1,867 | 1,867 | 1,867 | 1,867 | 1,867 | 1,867 | - | 20,540 | 20,540 | - |
| 5803 | Legal | | 2,727 | 2,727 | 2,727 | 2,727 | 2,727 | 2,727 | 2,727 | 2,727 | 2,727 | 2,727 | 2,727 | - | 30,000 | 30,000 | - |
| 5804 | Professional Development | | 6,818 | 6,818 | 6,818 | 6,818 | 6,818 | 6,818 | 6,818 | 6,818 | 6,818 | 6,818 | 6,818 | - | 75,000 | 75,000 | - |
| 5805 | General Consulting | | 9,091 | 9,091 | 9,091 | 9,091 | 9,091 | 9,091 | 9,091 | 9,091 | 9,091 | 9,091 | 9,091 | - | 100,000 | 100,000 | - |
| 5806 | Special Activities | | 4,545 | 4,545 | 4,545 | 4,545 | 4,545 | 4,545 | 4,545 | 4,545 | 4,545 | 4,545 | 4,545 | - | 50,000 | 50,000 | - |
| 5807 | Bank Charges | | 93 | 93 | 93 | 93 | 93 | 93 | 93 | 93 | 93 | 93 | 93 | - | 1,027 | 1,027 | - |
| 5809 | Other taxes and fees | | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | - | 25,000 | 25,000 | - |
| 5810 | Payroll Service Fee | | 1,867 | 1,867 | 1,867 | 1,867 | 1,867 | 1,867 | 1,867 | 1,867 | 1,867 | 1,867 | 1,867 | - | 20,540 | 20,540 | - |
| 5811 | Management Fee | | | | | | | | | | | | | 982,472 | 982,472 | 982,472 | - |
| 5812 | District Oversight Fee | - | 3,349 | 4,647 | 5,525 | 5,525 | 5,747 | 5,525 | 5,525 | 7,340 | 5,759 | 5,759 | 5,759 | 5,981 | 66,443 | 66,443 | - |
| 5813 | Business Services | | 9,660 | 9,660 | 9,660 | 9,660 | 9,660 | 9,660 | 9,660 | 9,660 | 9,660 | 9,660 | 9,660 | - | 106,265 | 106,265 | - |
| 5814 | SPED Encroachment | - | 889 | 889 | 1,600 | 1,600 | 1,600 | 1,600 | 1,600 | 1,614 | 1,614 | 1,614 | 1,614 | - | 16,235 | 16,235 | - |
| 5816 | Legal Settlement | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 5820 | Scholarship Expense | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 5830 | Field Trips | | 3,636 | 3,636 | 3,636 | 3,636 | 3,636 | 3,636 | 3,636 | 3,636 | 3,636 | 3,636 | 3,636 | - | 40,000 | 40,000 | - |
| 5836 | Fingerprinting | | 227 | 227 | 227 | 227 | 227 | 227 | 227 | 227 | 227 | 227 | 227 | - | 2,500 | 2,500 | - |
| 5839 | Fundraising Fees | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 5851 | Marketing and Student Recruiting | | 1,364 | 1,364 | 1,364 | 1,364 | 1,364 | 1,364 | 1,364 | 1,364 | 1,364 | 1,364 | 1,364 | - | 15,000 | 15,000 | - |
| 5873 | Sports Contractors | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 5874 | Sports | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 5875 | Staff Recruiting | | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | 2,273 | - | 25,000 | 25,000 | - |

## 2026-27 BJE

**Monthly Cash Flow/Forecast FY26-27**

*Revised 6.05.26*

*Actuals Through:*

**ADA = 444.01**

| | | Jul-26 | Aug-26 | Sep-26 | Oct-26 | Nov-26 | Dec-26 | Jan-27 | Feb-27 | Mar-27 | Apr-27 | May-27 | Jun-27 | Year-End Accruals | Annual Budget | Original Budget Total | Favorable / (Unfav.) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 5877 | Student Activities | | 9,091 | 9,091 | 9,091 | 9,091 | 9,091 | 9,091 | 9,091 | 9,091 | 9,091 | 9,091 | 9,091 | - | 100,000 | 100,000 | - |
| 5878 | Student Assessment | | 560 | 560 | 560 | 560 | 560 | 560 | 560 | 560 | 560 | 560 | 560 | - | 6,162 | 6,162 | - |
| | | 2,140 | 62,471 | 63,770 | 65,359 | 65,359 | 65,581 | 65,359 | 65,359 | 67,187 | 65,607 | 65,607 | 65,607 | 988,453 | 1,707,859 | 1,519,197 | - |
| **Depreciation** | | | | | | | | | | | | | | | | | |
| 6900 | Depreciation Expense | 6,393 | 6,393 | 6,393 | 6,393 | 6,393 | 6,393 | 6,393 | 6,393 | 6,393 | 6,393 | 6,393 | 6,393 | - | 76,715 | 76,715 | - |
| | | 6,393 | 6,393 | 6,393 | 6,393 | 6,393 | 6,393 | 6,393 | 6,393 | 6,393 | 6,393 | 6,393 | 6,393 | - | 76,715 | 76,715 | - |
| **Interest** | | | | | | | | | | | | | | | | | |
| | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| **Total Expenses** | | 214,127 | 795,097 | 796,395 | 797,984 | 797,984 | 745,506 | 749,965 | 748,666 | 747,898 | 745,019 | 745,019 | 884,219 | 988,453 | 9,756,334 | 9,567,672 | - |
| **Monthly Surplus (Deficit)** | | (214,127) | (429,150) | (237,795) | 143,357 | (156,319) | 75,757 | 536,473 | (107,001) | 75,666 | 258,791 | 73,758 | (218,688) | 267,663 | 68,384 | 257,046 | - |
| Cash Flow Adjustments | | | | | | | | | | | | | | | | | |
| Monthly Surplus (Deficit) | | (214,127) | (429,150) | (237,795) | 143,357 | (156,319) | 75,757 | 536,473 | (107,001) | 75,666 | 258,791 | 73,758 | (218,688) | 267,663 | 68,384 | | |
| Cash flows from operating activities | | | | | | | | | | | | | | | | | |
| Depreciation/Amortization | | 6,393 | 6,393 | 6,393 | 6,393 | 6,393 | 6,393 | 6,393 | 6,393 | 6,393 | 6,393 | 6,393 | 6,393 | - | 76,715 | | |
| Public Funding Receivables | | 341,273 | - | 103,227 | - | 101,097 | 40,622 | 64,203 | - | - | - | - | - | ######### | (605,694) | | |
| Grants and Contributions Rec. | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Due To/From Related Parties | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Prepaid Expenses | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Other Assets | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Accounts Payable | | - | - | - | - | - | - | - | - | - | - | - | - | 988,453 | 988,453 | | |
| Accrued Expenses | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Other Liabilities | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Deferred Revenue | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Cash flows from investing activities | | | | | | | | | | | | | | | | | |
| Purchases of Prop. And Equip. | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Notes Receivable | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Cash flows from financing activities | | | | | | | | | | | | | | | | | |
| Proceeds from Factoring | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Payments on Factoring | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Proceeds(Payments) on Debt | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | |
| Total Change in Cash | | 133,539 | (422,757) | (128,175) | 149,750 | (48,830) | 122,772 | 607,069 | (100,608) | 82,059 | 265,184 | 80,151 | (212,295) | | | | |
| Cash, Beginning of Month | | 5,008,883 | 5,142,422 | 4,719,665 | 4,591,490 | 4,741,240 | 4,692,411 | 4,815,183 | 5,422,252 | 5,321,643 | 5,403,702 | 5,668,886 | 5,749,037 | | | | |
| Cash, End of Month | | 5,142,422 | 4,719,665 | 4,591,490 | 4,741,240 | 4,692,411 | 4,815,183 | 5,422,252 | 5,321,643 | 5,403,702 | 5,668,886 | 5,749,037 | 5,536,742 | | | | |

# Coversheet

## Review and Consideration of Approval of 2026-27 Insurance Proposal

| | |
|---|---|
| **Section:** | V. Business II |
| **Item:** | V. Review and Consideration of Approval of 2026-27 Insurance Proposal |
| **Purpose:** | Vote |
| **Submitted by:** | |
| **Related Material:** | Amethod Public Schools.3249.CharterSAFEProposal2627.06-09-2026.pdf<br>2026 Insurance Proposal - Amethod - MMA - Updated.pdf |

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CharterSAFE
BE SAFE • FEEL SAFE

# 2026-2027 Membership Renewal Proposal

*Prepared for Named Member:*
**Amethod Public Schools**

*Coverage Effective:*
July 01, 2026 at 12:01 AM - July 01, 2027 at 12:00 AM

California Charter Schools Joint Powers Authority
P.O. Box 969, Weimar, CA 95736
Phone: 888.901.0004
www.chartersafe.org

Issued: June 09, 2026 at 8:33 am

DISCLOSURE: This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.

Dear Maria,

CharterSAFE is pleased to present your membership renewal for the 2026-2027 year. Your membership includes the following:




For a more detailed listing of our member services, please contact your primary member servicer Kobié Jacobs at kjacobs@chartersafe.org.

All of CharterSAFE's coverage placements are with insurance companies that have a financial rating with A.M. Best of A- (Excellent), financial size category VII ($50M policyholder surplus minimum) or higher or are placed with a California joint powers authority in good standing.

We look forward to working with you in the 2026 -2027 year!

Thank you,

The CharterSAFE Team

CharterSAFE • Protecting Schools. Promoting Safety. Customizing Insurance.

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# MEMBER CONTRIBUTION SUMMARY

## Named Member:

Amethod Public Schools

Coverage Effective: July 01, 2026 at 12:01 AM - July 01, 2027 at 12:00 AM

Your CharterSAFE Insurance Program includes the following coverages:

**Liability & Property Package Member Contribution** — **$422,271.00**

Core Liability Program
- Directors & Officers Liability
- Employment Practices Liability
- Fiduciary Liability
- General Liability
- Employee Benefits Liability
- Educator's Legal Liability
- Childhood Sexual Assault Liability
- Law Enforcement Liability
- Automobile Liability & Physical Damage

Crime
Property
Student & Volunteer Accident

Additional Program Coverages
- Pollution Liability and First Party Remediation
- Terrorism Liability and Property
- Cyber Liability
- Deadly Weapons Protection

**Workers' Compensation & Employer's Liability Member Contribution** — **$149,819.00**

**Total Member Contribution** — **$572,090.00**

Member can choose one of two payment options when accepting the proposal online

**Payment in Full** - Due Upon Signing - $572,090.00
**Installment Plan**
- Deposit (25%) - Due Upon Signing - $143,023.00
- 9 Monthly Installments - $47,674.00

Refer to the CharterSAFE Invoice for details and instructions on payment by ACH Debits

Invoices shall become delinquent thirty (30) calendar days from installment due date. **CharterSAFE membership, including insurance coverage, is subject to cancellation for any invoice over sixty (60) days past due.**

**Proposal Acceptance: Go to www.chartersafe.org and sign on to complete the Member Renewal acceptance.**

1. Login to the CharterSAFE website at www.CharterSAFE.org using the Policyholder Account (the same one you used to complete the renewal application)
2. Hover over the Member Portal tab at the top of the page and click on "Member Contribution Form"
3. Checkmark one payment option and electronically sign the "Member Contribution Summary"
4. Payment is due upon signing of the proposal

By signing online, I, representing the Named Member in this proposal, acknowledge that I have read the complete proposal and agree to the terms outlined within.

DISCLOSURE: This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.

# EXPOSURES & LOCATIONS

## Mailing Address

1450 Marina South Way
Richmond, CA 94804

Member contributions are calculated based on the exposures provided in the renewal application. The below represents the total sum of all scheduled locations as well as a breakdown by location.

| | |
|---|---|
| **Student Count** | **1,485** |
| **Employee Count** | **174** |
| **Annual Estimated Payroll** | **$12,729,000.00** |
| **Total Insured Value** | **$43,129,350.00** |
| Building Value (owned or required to insure) | $40,429,350.00 |
| Tenant Improvements | $0.00 |
| Portable Value | $0.00 |
| Content Value | $1,350,000.00 |
| Electronic Data Processing (EDP) Value | $1,350,000.00 |
| **Number of Portables** | **0** |

## Scheduled Locations and Breakdown of Exposures

**Location ID:** 23277
**Amethod Public Schools: Home Office: 1450 Marina Way South Ste 300**
Richmond, CA, 94804
Leased/Owned: **Leased**

| | |
|---|---|
| **Students:** | **0** |
| **Employees:** | **18** |
| **Payroll:** | **1,600,000.00** |
| **Total TIV:** | **2,597,300.00** |
| **Building Value:** | 2,497,300.00 |
| **Tenant Improvements:** | 0.00 |
| **Portable Value:** | 0.00 |
| **Content Value:** | 50,000.00 |
| **EDP Value:** | 50,000.00 |
| **# of Portables:** | **0** |

**Location ID:** 14275
**Benito Juarez Elementary: 1450 Marina Way South and Parking Lot**
Richmond, CA, 94804
Leased/Owned: **Leased**

| | |
|---|---|
| **Students:** | **470** |
| **Employees:** | **50** |
| **Payroll:** | **3,340,000.00** |
| **Total TIV:** | **13,494,625.00** |
| **Building Value:** | 12,494,625.00 |
| **Tenant Improvements:** | 0.00 |
| **Portable Value:** | 0.00 |
| **Content Value:** | 400,000.00 |
| **EDP Value:** | 600,000.00 |
| **# of Portables:** | **0** |

**Location ID:** 17376
**Downtown Charter Academy: 2000 Dennison Street**
Oakland, CA, 94606
Leased/Owned: **Leased**

| | |
|---|---|
| **Students:** | **355** |
| **Employees:** | **40** |
| **Payroll:** | **3,009,000.00** |
| **Total TIV:** | **500,000.00** |
| **Building Value:** | 0.00 |
| **Tenant Improvements:** | 0.00 |
| **Portable Value:** | 0.00 |
| **Content Value:** | 300,000.00 |
| **EDP Value:** | 200,000.00 |
| **# of Portables:** | **0** |

**Location ID:** 15457
**John Henry High School: 1402 Marina Way South**
Richmond, CA, 94804
Leased/Owned: **Leased**

| | |
|---|---|
| **Students:** | **340** |
| **Employees:** | **34** |
| **Payroll:** | **2,500,000.00** |
| **Total TIV:** | **13,548,700.00** |
| **Building Value:** | 12,998,700.00 |
| **Tenant Improvements:** | 0.00 |
| **Portable Value:** | 0.00 |
| **Content Value:** | 300,000.00 |
| **EDP Value:** | 250,000.00 |
| **# of Portables:** | **0** |

**Location ID:** 17378
**Richmond Charter Academy: 1450 Marina South Way**

Richmond, CA, 94804
Leased/Owned: **Leased**

| | |
|---|---|
| **Students:** | **320** |
| **Employees:** | **32** |
| **Payroll:** | **2,280,000.00** |
| **Total TIV:** | **12,988,725.00** |
| **Building Value:** | 12,438,725.00 |
| **Tenant Improvements:** | 0.00 |
| **Portable Value:** | 0.00 |
| **Content Value:** | 300,000.00 |
| **EDP Value:** | 250,000.00 |
| **# of Portables:** | **0** |

## Vehicles

| Vehicle Type | Make | Model | Year | VIN |
|---|---|---|---|---|
| Van | Ford | SV | 2001 | 1FMNE31L81HB44833 |
| Van | Ford | SW | 2001 | 1FMNE31L11HB44835 |
| Van | Ford | Transit 150 XL | 2019 | 1FMZK1CM7KKA96332 |
| Van | Ford | Transit 150 SL | 2019 | 1FMZK1CM3KKA96330 |
| Van | Ford | Transit 150 SL | 2019 | 1FMZK1CM5KKA96331 |
| Van | Ford | Transit 150 XL | 2019 | 1FMZK1CM7KKA96329 |

# CORE LIABILITY PROGRAM

Core Liability Program Coverage Limits: **$55,000,000** Per Member Aggregate

## Directors & Officers, Employment Practices, and Fiduciary Liability

**Directors & Officers Liability Retroactive Date:** **07/01/2013**
**Employment Practices Liability Retroactive Date:** **07/01/2013**
**Fiduciary Liability Retroactive Date:** **07/01/2013**

| Coverages | Limits | Deductibles |
|---|---|---|
| **Directors & Officers and Company Liability** | $5,000,000 per **claim** and Named Member aggregate | $15,000.00 per **claim** |
| **Employment Practices Liability** | $5,000,000 per **claim** and Named Member aggregate | $25,000.00 per **claim** |
| **Fiduciary Liability** | $1,000,000 per **claim** and Named Member aggregate | $0 |
| **Reporting:** | Claims must be reported immediately to CharterSAFE and to not exceed sixty (60) days after policy expiration. **Coverage is provided on a claims-made basis.** | |

## General Liability

| Coverages | Limits | Deductibles |
|---|---|---|
| **Bodily Injury and Property Damage** | $5,000,000 per occurrence and Named Member aggregate | $0<br><br>$2,500 per occurrence for bodily injury arising out of participation in a school sponsored *High-Risk Activity** |
| **Premises Medical Payment** | $10,000 per person<br><br>$50,000 per occurrence | $0 |
| **Products and Completed Operations** | $5,000,000 per occurrence and Named Member aggregate | $0 |
| **Fire Legal/Damage to Premises Rented Sublimit** | $1,000,000 per occurrence | $0 |

*A list of *High-Risk Activities* is available at www.chartersafe.org or you may contact Kobié Jacobs at kjacobs@chartersafe.org

## Employee Benefits Liability

| Coverages | Limits | Deductibles |
|---|---|---|
| **Employee Benefits Liability** | $5,000,000 per occurrence and Named Member aggregate | $0 |

## Educator's Legal Liability

| Coverages | Limits | Deductibles |
|---|---|---|
| **Educator's Legal Liability** | $5,000,000 per occurrence and Named Member aggregate | $2,500 per occurrence |
| **Special Education Program Legal Expense Coverage - Reimbursement Sublimit** | $50,000 per occurrence/ aggregate reimbursement sublimit<br><br>$5,000,000 CharterSAFE Members' Combined Annual Aggregate | $7,500 per occurrence |

## Childhood Sexual Assault Liability

**Childhood Sexual Assault Liability Retroactive Date:** **07/01/2021**

| Coverages | Limits | Deductibles |
|---|---|---|
| **Childhood Sexual Assault Liability** | $5,000,000 per **claim** and Named Member aggregate | $0 if training mandate* is fulfilled<br><br>$125,000 if training mandate* is not fulfilled |
| **Reporting:** | Claims must be reported immediately to CharterSAFE and to not exceed sixty (60) days after policy expiration. **Coverage is provided on a claims-made basis.** | |
| ***Training Mandate**<br>Members must complete the CharterSAFE Mandated Reporter Training in compliance with State and Federal requirements. Should a loss occur, if all employees involved, including mandated reporters, respectively completed the CharterSAFE Mandated Reporter Training, the deductible is waived. If not all employees involved completed the CharterSAFE Mandated Reporter Training, there is a $125,000 deductible. | | |
| **CLAIM** means: a CLAIM or **SUIT** arising out of **CHILDHOOD SEXUAL ASSAULT**, **CHILD ABUSE** or **NEGLECT** will be deemed first made against a **COVERED PARTY** during the **PERIOD OF COVERAGE** and reported to **CCS JPA** as required by the reporting condition shown in SECTION IV CONDITIONS. | | |

## Investigation Coverage (NEW)

| Coverages | Limits | Deductibles |
|---|---|---|
| **Childhood Sexual Assault, Abuse or Neglect Investigation** | $25,000 per Incident and $50,000 Named Member aggregate | $0 if training mandate* is fulfilled |
| **Coverage**: To pay the expense of an investigation of facts or circumstances of a reported incident that may give rise to a **CLAIM** or **SUIT** involving any actual or alleged **CHILDHOOD SEXUAL ASSAULT**, **CHILD ABUSE** or **NEGLECT** against **NAMED MEMBER**. | | |

## Law Enforcement Activities Liability

| Coverages | Limits | Deductibles |
|---|---|---|
| **Law Enforcement Activities Liability** | $5,000,000 per occurrence and Named Member aggregate | $0 |

## Automobile

| Coverages | Limits | Deductibles |
|---|---|---|
| **Auto Liability, including autos scheduled with CharterSAFE, non-owned autos, and hired autos** | $5,000,000 per occurrence and Named Member aggregate | $0 |
| **Auto Physical Damage*** | $2,000,000 per occurrence and Named Member aggregate | $0<br><br>$1,000 per occurrence for Hired Auto Physical Damage |
| *Auto Physical Damage described herein for hired automobiles is secondary to any/all rental coverage offered by the rental company(ies). CharterSAFE strongly advises our members to purchase auto physical damage when renting vehicles. | | |

## Excess Liability - SELF

| | |
|---|---|
| **Coverage Provided by:** | Schools Excess Liability Fund (SELF) |
| **Coverage:** | Excess Liability with separate Memorandum of Coverage with separate terms, conditions, and exclusions. |
| **Limits:** | $50,000,000 per occurrence/ **claim** and member aggregate as outlined by the SELF Memorandum of Coverage. This coverage is excess of the $5M limits above to total a limit of $55M. |

CharterSAFE is a single member of SELF, a not-for-profit scholastic JPA in California, for excess liability coverage. Please note that SELF is a separate entity from CharterSAFE and carries a separate Memorandum of Coverage with different terms, conditions, and exclusions. You can access SELF JPA's information at www.selfjpa.org.

**Employment Practices Liability coverage within the SELF layer includes ONLY these three types: wrongful termination, discrimination, and/or sexual harassment.**

## CRIME

| Coverages | Limits | Deductibles |
|---|---|---|
| **Money and Securities** | $1,000,000 per occurrence and Named Member aggregate | $2,500 per occurrence |
| **Forgery or Alteration** | | $2,500 per occurrence |
| **Employee Dishonesty** | | $5,000 per occurrence |
| **Computer and Funds Transfer Fraud** | | $2,500 per occurrence |

# PROPERTY

**Perils Include:** Direct Physical Loss subject to all the terms, conditions, and exclusions established in the applicable policy(ies)

**Valuation:** Replacement Cost as scheduled with CharterSAFE, see "Exposures & Locations" section

| Coverages | Limits | Deductibles |
|---|---|---|
| **Property** | As scheduled with CharterSAFE subject to the maximum limit of $100,000,000 per occurrence and CharterSAFE Members' Combined Annual Aggregate.<br><br>See "Exposures & Locations" section for scheduled limits.<br>Coverage will be provided to locations scheduled and appropriately valued with CharterSAFE. | $1,000 per occurrence for all other covered perils<br><br>**Causes of Loss:**<br>1. Water Damage: $2,500 per occurrence<br>2. Wildfire: $10,000 per occurrence |
| **Boiler & Machinery / Equipment Breakdown** | As scheduled with CharterSAFE subject to the maximum limit of $100,000,000 per occurrence and CharterSAFE Members' Combined Annual Aggregate.<br><br>See "Exposures & Locations" section for scheduled limits.<br><br>Coverage will be provided to locations scheduled and appropriately valued with CharterSAFE. | $1,000 per occurrence |
| **Business Interruption** | $10,000,000 per occurrence | $1,000 per occurrence |
| **Extra Expense** | $5,000,000 per occurrence and $10,000,000 CharterSAFE Members' Combined Annual Aggregate | $1,000 per occurrence |

PLEASE NOTE:

Renovation and construction projects valued over $200,000 in hard and soft costs are not covered unless specifically endorsed onto the policy. If you have a renovation/construction project valued over $200,000 in hard and soft costs, please contact your CharterSAFE Representative: Kobié Jacobs at kjacobs@chartersafe.org. CharterSAFE is able to endorse builder's risk coverage for renovation projects up to $10,000,000 onto your policy. Additional member contribution would apply.

**Optional Flood and/or Earthquake Coverage:** If interested in obtaining a separate policy for flood and/or earthquake coverage, please contact:

**Gallagher**
2050 Main Street, Suite 1250
Irvine, CA 92612

**Kiki Goldsmith**
Client Service Executive
kiki_goldsmith@ajg.com
949-349-9842

# STUDENT AND VOLUNTEER ACCIDENT

| Coverages | Limits | Deductibles |
|---|---|---|
| **Student Accident** | $50,000 per injury/accident<br>104 Week benefit period | $2,500 per injury/accident for *High-Risk Activities** |
| **Volunteer Accident** | $25,000 per injury/accident<br>104 Week benefit period | $2,500 per injury/accident for *High-Risk Activities** |
| *A list of *High-Risk Activities* is available at www.chartersafe.org or you may contact Kobié Jacobs at kjacobs@chartersafe.org | | |

**Terms & Conditions:**

- Coverage is provided on an excess basis but would become primary should the student or volunteer not have health insurance.
- Claim submission deadline: Ninety (90) days after the date of incident.

**Optional Catastrophic Student Accident Coverage:**

If interested in obtaining higher limits with or without sports included, please contact:

**Gallagher**
2050 Main Street, Suite 1250
Irvine, CA 92612

**Kiki Goldsmith**
Client Service Executive
kiki_goldsmith@ajg.com
949-349-9842

# ADDITIONAL PROGRAM COVERAGES

## Pollution Liability and First Party Remediation

| Coverages | Limits | Deductibles |
|---|---|---|
| **Pollution Liability and First Party Remediation** | $1,000,000 per pollution condition or indoor environmental condition and aggregate<br><br>$5,000,000 CharterSAFE Members' Combined Annual Aggregate<br><br>Coverage will be provided to locations scheduled and appropriately valued with CharterSAFE. | $10,000 per pollution condition |
| **Reporting:** | Claim must be reported to CharterSAFE within sixty (60) days after policy expiration.<br><br>**Coverage is provided on a claims-made basis.** | |

## Terrorism Liability

| Coverages | Limits | Deductibles |
|---|---|---|
| **Terrorism Liability** | $5,000,000 per occurrence and CharterSAFE Members' Combined Annual Aggregate | $0 |
| **Reporting:** | Claim must be reported to CharterSAFE within sixty (60) days after policy expiration.<br><br>**Coverage is provided on a claims-made basis.** | |

## Terrorism Property

| Coverages | Limits | Deductibles |
|---|---|---|
| **Terrorism Property** | As scheduled with CharterSAFE subject to the maximum limit of $20,000,000 per occurrence and CharterSAFE Members' Combined Annual Aggregate<br><br>See "Exposures & Locations" section for schedule limits<br><br>Coverage will be provided to locations scheduled and appropriately valued with CharterSAFE. | $1,000 per occurrence |

## Cyber Liability

| Coverages | Limits | Deductibles |
|---|---|---|
| **Cyber Liability** | $1,000,000 per **claim**<br><br>$10,000,000 CharterSAFE Members' Combined Annual Aggregate | *Varies Based on Levels Noted Below |
| **Ransomware Sublimits (inclusive with Cyber Liability Coverages)** | Qualification Level 1<br>$1,000,000 ransom payment sublimit*<br>$1,000,000 ransomware limit<br><br>Qualification Level 2<br>$500,000 ransom payment sublimit*<br>$1,000,000 ransomware limit<br><br>Qualification Level 3<br>$50,000 ransom payment sublimit*<br>$750,000 ransomware limit | Level 1<br>$10,000 per **claim**<br><br>Level 2<br>$25,000 per **claim**<br><br>Level 3<br>$75,000 per **claim** |
| **Reporting:** | Claim must be reported to CharterSAFE within sixty (60) days after policy expiration.<br><br>**Coverage is provided on a claims-made basis.** | |

***Requirement for Coverage to be in effect:**

**Qualification Level 1** - submitted cyber application and have implemented (1) MFA for all remote systems access by faculty, staff, and contractors; (2) backup data is stored in a cloud or offline using separate credentials; (3) implemented an EDR tool or MDR service.
**Qualification Level 2** - submitted cyber application and have implemented (1) MFA for all remote systems access by faculty, staff, and contractors; (2) backup data is stored in a cloud of offline using separate credentials.
**Qualification Level 3** - Members who did not submit a cyber application, do not meet the security requirements, and/or net income of budget is less than or equal to $0.

If a Named Member is controlled or managed by a single entity, group or board of directors, or governed under the terms of a common charter or set of bylaws, or has data under its care, custody and control in a shared network environment with any other Named Member they will share a single limit.

## Deadly Weapons Protection

| Coverages | Limits | Deductibles |
|---|---|---|
| **Deadly Weapons Protection** | $500,000 per occurrence of a Deadly Weapon Event<br><br>$2,500,000 CharterSAFE Members' Combined Annual Aggregate<br><br>Coverage will be provided to locations scheduled and appropriately valued with CharterSAFE. | $0 |

## WORKERS' COMPENSATION & EMPLOYER'S LIABILITY

| Coverages | Limits | Deductibles |
|---|---|---|
| **Workers' Compensation** | Statutory | $0 |
| **Employer's Liability** | $5,000,000 per Accident<br><br>$5,000,000 by Disease per Employee<br><br>$5,000,000 by Disease Policy Limit | $0 |

**Auditable:**

The estimated payroll figure will be audited at the end of each coverage period. CharterSAFE will request copies of the 941 Federal Quarterly Reporting Forms on a quarterly basis to verify the payroll figure. If the estimated payroll figure has been overestimated, a refund will be issued. If the estimated payroll figure has been underestimated, an invoice for the additional amount due will be issued.

CharterSAFE

BE SAFE • FEEL SAFE

## WHAT STRENGTHENS ONE SCHOOL STRENGTHENS US ALL

**THANK YOU**
**FOR BEING A**
**CharterSAFE MEMBER**

**Protecting Schools. Promoting Safety. Customizing Insurance.**

MARSH & McLENNAN AGENCY




# Amethod Public Schools

## Proposal for Insurance Services

EFFECTIVE: 07/01/26 - 07/01/27

WORLD CLASS. LOCAL TOUCH.

# MARSH & MCLENNAN AGENCY TEAM

## CLIENT ADVOCATE

Sr.Vice President
Education Practice

**Ryan Spink**
E: Ryan.Spink@MarshMMA.com
T: 925-482-9323
CA Insurance License # 0F21839

## WORLD CLASS SERVICE TEAM

Client Executive

**Lori Rosenberg**
Lori.Rosenberg@MarshMMA.com
925-482-9327

Client Manager

**Alyssa Hilgen**
925-482-9339
Alyssa.Hilgen@marshmma.com

School Risk Management

**Leonardo Costantino**
E:Leonardo.Costantino@MarshMMA.com

Work Comp Claims

**Ridhi Heberer**
Ridhi.Heberer@MarshMMA.com
925-482-9323

Certificates

**Felicia McAroy**
E: Felicia.McAroy@MarshMMA.com
T: 925-482-9337

## SERVICING OFFICE

Walnut Creek

1340 Treat Boulevard Suite 250
Walnut Creek, CA 94597
Phone: (925) 482-9300
Fax: (925) 482-9390
www.MarshMMA.com

## REPORT ALL CLAIMS AND CIRCUMSTANCES TO

Sr. Vice President

**Ryan Spink**
E: Ryan.Spink@MarshMMA.com
T: 925-482-9323

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Amethod Public Schools

## CARRIER SUMMARY

| INSURER | *AM BEST | | STATUS | | PREMIUM | COMMENTS | POLICY FORM |
|---|---|---|---|---|---|---|---|
| **PACKAGE** | | | | | | | |
| Philadelphia Insurance | A | XV | Admitted | $ | - | Declined | Occurrence / Claims Made |
| Glatfelters | | | Non-Admitted | $ | 202,126 | Quoted - abuse retro 7/1/26 | |
| Chartersafe (Abuse tail - 1 year) | | | Non-Admitted | $ | 35,000 | Indication | |
| Miller (Abuse tail cover option - 3 year) | | | Non-Admitted | $ | 134,495 | Quoted - $3m limit | |
| Miller (Abuse tail cover option - 6 year) | | | Non-Admitted | $ | 237,675 | Quoted - $3m limit | |
| United Educators | | | | | | Declined | |
| Wright Specialty | | | | | | Declined - claims | |
| Hartford | | | | | | Declined - claims | |
| Great American | | | | | | Declined - out of appetite | |
| Church Mutual | | | | | | Declined - out of appetite | |
| NSM Ins. Group | | | | | | Declined - cannot offer abuse on claims made | |
| Venture Programs | | | | | | Declined - claims | |
| Guide One | | | | $ | - | Pending | |
| **AUTO** | | | | | | | |
| Glatfelters | | | | | | Quoted see proposal | |
| **UMBRELLA** | | | | | | | |
| Beazley/Hiscox | | | | $ | - | Higher limits available | |
| Glatfelters | | | | $ | - | Quoted See Proposal | |
| **CYBER** | | | | | | | |
| Glatfelters | | | Non-Admitted | $ | 6,088 | Quoted - needs package to bind | Occurrence / Claims Made |
| CFC | | | Admitted | $ | 13,170 | Indication | Occurrence / Claims Made |
| Cowbell | | | Admitted | $ | 13,555 | Quoted | |
| Travelers | | | Admitted | $ | 11,202 | Quoted | |
| **FIDUCIARY/CRIME** | | | | | | | |
| Travelers | | | Admitted | $ | 4,230 | Quoted | Occurrence/ Claims Made |
| Berkeley | | | Admitted | | | pending | |
| **ACCIDENT** | | | | | | | |
| Philadelphia | | | Admitted | $ | 7,945 | Quoted | Occurrence |
| **WORKERS COMPENSATION** | | | | | | | |
| Wright Specialty | A | XV | Admitted | $ | 259,026 | Quoted | Statutory |
| BHHC | A | XV | Admitted | $ | 238,462 | Quoted | Statutory |
| Guide One | A | XV | Admitted | $ | - | Declined | Statutory |
| Copperpoint | A | XV | Admitted | $ | 207,244 | Pending Indication - needs info | Statutory |
| C.N.A | | | | | | Declined | |
| ICW | A | XV | Admitted | $ | - | Pending | Statutory |
| Republic Indemnity | | | | | | Declined | |

***AM BEST RATINGS AS OF:** May 19, 2021

### NON-ADMITTED CARRIER DISCLOSURE NOTICE

Insurer is not admitted or licensed by your home state. As such, insureds under this policy are not protected by any state guaranty fund in the event the insurer becomes insolvent. Surplus Lines taxes and fees may apply and are subject to change based upon respective Home State NRRA regulatory updates.

### CLAIMS MADE POLICY

A policy providing coverage that is triggered when a claim is made against the insured during the policy period and after any applicable retroactive/continuation dates stated in the policy. All claims must be reported within a specified time as described in the policy form. Timely reporting is required to minimize claim denial for late notice. Circumstances that may lead to a claim must also be reported within a specified time as described in the policy form. Each carrier has specific claims made wording, please refer to policy form for carrier specific reporting guidelines.

### KEY TO AM BEST FINANCIAL STRENGTH RATING

Superior: A++, A+ Excellent: A, A- Very Good: B++, B+

### KEY TO AM BEST FINANCIAL SIZE RATING (IN $MILLIONS)

| | | |
|---|---|---|
| Class I | Class IX | Up to $1 |
| Class II | Class X | $1 to 2 |
| Class III | Class XI | $2 to 5 |
| Class IV | Class XII | $5 to 10 |
| Class V | Class XII | $10 to 25 |
| Class VI | Class XI\ | $25 to 50 |
| Class VII | Class XV | $50 to 100 |
| | | $250 to 500 |
| | | $500 to 750 |
| | | $750 to 1,000 |
| | | $1,000 to 1,250 |
| | | $1,250 to 1,500 |
| | | $1,500 to 2,000 |
| | | $2,000 or greater |

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| | |
|---|---|
| Class VIII | $100 to 250 |

## KEY TO AM BEST OUTLOOK

| | |
|---|---|
| Positive | Indicates possible rating upgrade due to favorable financial/market trends relative |
| Stable | Indicates low likelihood of a rating change due to stable financial/market trends. |
| Negative | Indicates possible rating downgrade due to unfavorable financial / market trends relative to the |

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# SCHEDULE OF NAMED INSUREDS / LOCATIONS

## NAMED INSURED AND MAILING ADDRESS

Amethod Public Schools
1450 Marina Way South #300
Richmond, CA 94804

## SCHEDULE OF NAMED INSUREDS

**This is our understanding of your entire list of named insureds. This list may or may not appear on every policy. Each policy should be reviewed to confirm the appropriate list of named insureds.**

Amethod Public Schools

## LOCATIONS

**See Statement of Values**

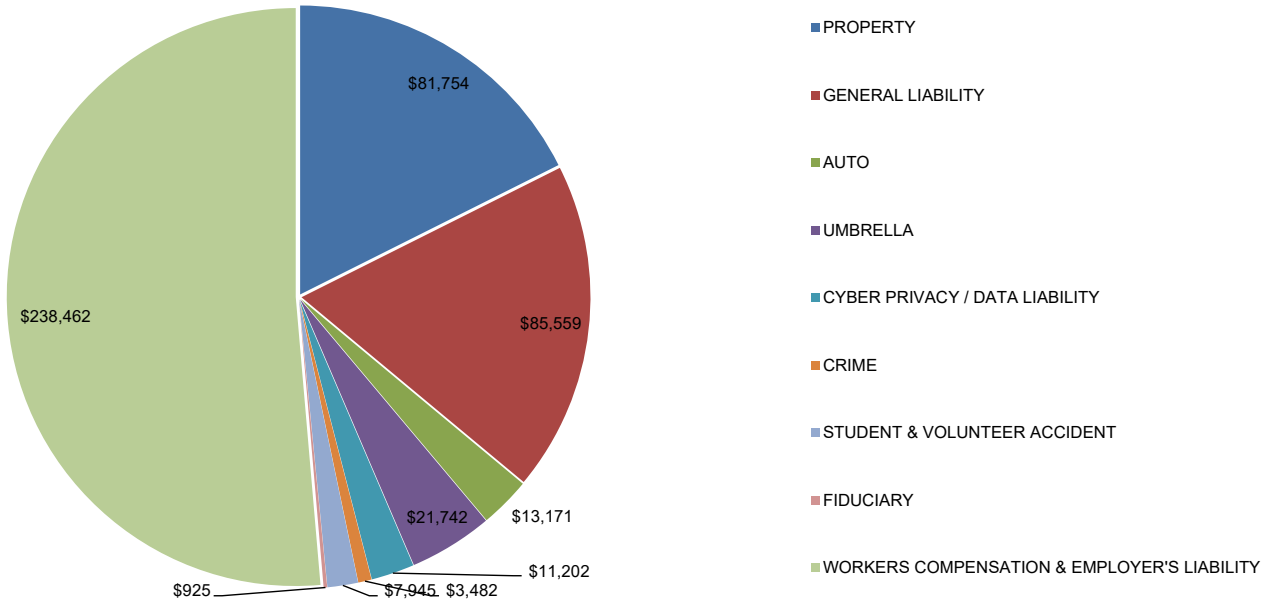


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## PREMIUM SUMMARY

| COVERAGE | EXPIRING | CHARTERSAFE RENEWAL | PROPOSED |
|---|---|---|---|
| **POLICY TERM** | **07/01/25 - 07/01/26** | **07/01/26 - 07/01/27** | **07/01/26 - 07/01/27** |
| PROPERTY | $ 439,293 | $ 436,862 | $ 81,754 |
| GENERAL LIABILITY | Incl. in Property Premium | Incl. in Property Premium | $ 85,559 |
| AUTO | Inc. in Prp. Premium | Inc. in Prop Premium | $ 13,171 |
| UMBRELLA | Incl.in Prp Premium | Incl.in Prp Premium | $ 21,742 |
| CYBER PRIVACY / DATA LIABILITY | Included in Prp. Premium | Included in Prp. Premium | $ 11,202 |
| CRIME | Included in Prp. Premium | Included in Prp. Premium | $ 3,482 |
| STUDENT & VOLUNTEER ACCIDENT | Included in PKG Premium | Included in Prp. Premium | $ 7,945 |
| FIDUCIARY | Included in PKG Premium | Included in Prp. Premium | $ 925 |
| WORKERS COMPENSATION & EMPLOYER'S LIABILITY | $ 150,965 | $ 153,244 | $ 238,462 |
| ABUSE TAIL/Extended Reporting Estimate Cost (Chartersafe 1 year) | N/A | N/A | $ 35,000 |
| Vector Safeschools | Included | Included | Included |
| **TOTAL PROGRAM COST** | **$ 590,258** | **$ 590,106** | **$ 499,242** |
| **TOTAL SAVINGS VS. CHARTERSAFE** | | | $ (90,864) |




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## COVERAGE TERMS AND COMPARISON

| | EXPIRING | RENEWAL | PROPOSED |
|---|---|---|---|
| **PROPERTY** | **CHARTERSAFE** | **CHARTERSAFE** | **Glatfelters** |
| COVERAGE TERM | 07/01/25 - 07/01/26 | 07/01/26 - 07/01/27 | 07/01/26 - 07/01/27 |
| PROPERTY | | | |
| Blanket Building | $ 40,429,350 | $ 40,429,350 | $ 43,129,350 |
| Blanket Business Personal Property (incl. EDP) | $ 3,407,500 | $ 1,350,000 | Included |
| Blanket Business Income/EE | ALS up to $10m | ALS up to $10m | $ 10,000,000 |
| Extra Expense | ALS up to $10m | Included | Included |
| DEDUCTIBLE | | | |
| Each Loss Except | $ 1,000 | $ 5,000 | $ 5,000 |
| Business Income | $ 1,000 | $ 5,000 | 24 Hours |
| Extra Expense | $ 1,000 | $ 5,000 | 24 Hours |
| EQUIPMENT BREAKDOWN | | | |
| As scheduled, subject to max limit of $100,000,000 per occurrence (CharterSafe) | | | |
| Limit | $ 100,000 | $ 100,000 | Included |
| Business Income | | | Follows BI Limit |
| Extra Expense | | | Included |
| Data Restoration | | | Included |
| Expediting Expenses | | | Included |
| Fungus, Wet Rot, Dry Rot and Bacteria | | | Included |
| Hazardous Substances | | | Included |
| Public Relations (incl. when there is a BI Loss) | | | Included |
| Service Interruption | | | Included |
| Spoilage | | | Included |
| DEDUCTIBLE | | | |
| Per Occurrence | $ 5,000 | $ 5,000 | $ 5,000 |
| INLAND MARINE | | | |
| School Band Uniforms, Choir Robes, Similar and Relate Property | | | $ 50,000 |
| School Athletic Equipment, Uniforms, Similar & Related Equipment & Accessories | | | $ 50,000 |
| School Musical Instruments, Similar and Related Equip. & Accessories | | | $ 50,000 |
| School Cameras, Projection Machines, Films, Similar & Related Equip. & Accessories | | | $ 50,000 |
| DEDUCTIBLE | | | $ 1,000 |
| RATING BASIS | | | |
| Total Insurable Values | $ 43,836,850 | $ 43,129,350 | $ 43,129,350 |
| **Premium** | **$ 439,293** | **$ 436,862** | **$ 81,754** |

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## COVERAGE TERMS AND COMPARISON

| | | |
|---|---|---|
| **Coverage** | Special Form Coverage<br>Agreed Amount Valuation | Replacement Cost |
| **Endorsements** | Blanket coverage | |
| **Exclusions** | Per Policy Form; Including But Not Limited To:<br>**PROPERTY**<br>Date Recognition<br>Mold & Mildew<br>Terrorism<br>Earthquake<br>Flood<br>Field Act<br>Loss Due to Virus or Bacteria | |
| **Subjectivities** | Signed Statement of Values and completed Business Income Worksheet<br>Any other applicable company underwriting requirements | |

MARSH & McLENNAN AGENCY

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Amethod Public Schools

## STATEMENT OF VALUES

| # | Location Name | Address 1 | Address 2 | City | State | Zip | # K-8 | # 9 12 | Total Students |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Amethod Public Schools | 2101 Livingston St. | | Oakland | CA | 94606 | 0 | 0 | 0 |
| 2 | Amethod Public Schools - Home Office | 1450 Marina Way South | Ste.300 | Richmond | CA | 94804 | 0 | 0 | 0 |
| 3 | Benito Juarez Elementary | 1450 Marina Way South | | Richmond | CA | 94804 | 450 | 0 | 470 |
| 4 | Downtown Charter Academy | 2000 Dennison St. | | Oakland | CA | 94606 | 440 | 0 | 440 |
| 5 | John Henry High School | 1402 Marina Way South | | Richmond | CA | 94804 | 0 | 340 | 340 |
| 6 | Oakland Charter Academy | 4215 Foothill Blvd. | | Oakland | CA | 94601 | 0 | 0 | 0 |
| 7 | Oakland Charter High School (Patten) | 2430 & 2433 Coolidge Ave | | Oakland | CA | 94601 | 0 | 0 | 0 |
| 8 | Richmond Charter Academy | 1450 Marina Way South | | Richmond | CA | 94804 | 320 | 0 | 320 |
| TOTALS | | | | | | | 1,210 | 340 | 1,570 |

MARSH & McLENNAN AGENCY

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## COVERAGE TERMS AND COMPARISON

| | EXPIRING | RENEWAL | PROPOSED |
|---|---|---|---|
| **GENERAL LIABILITY** | **CHARTERSAFE** | **CHARTERSAFE** | **Glatfelters** |
| COVERAGE TERM | 07/01/25 - 07/01/26 | 07/01/26 - 07/01/27 | 07/01/26 - 07/01/27 |
| GENERAL LIABILITY | | | |
| Each Occurrence | $ 5,000,000 | $ 5,000,000 | $ 1,000,000 |
| Products - Completed Operations Aggregate | $ 5,000,000 | $ 5,000,000 | $ 3,000,000 |
| General Aggregate | $ 5,000,000 | $ 5,000,000 | $ 3,000,000 |
| Personal & Advertising Injury | | | $ 1,000,000 |
| Damage to Premises Rented to You | | | $ 1,000,000 |
| Medical Payments - any one person | $ 10,000 | $ 10,000 | $ 10,000 |
| Armed Assailant Sublimit | $ 100,000 | $ 100,000 | Included |
| DEDUCTIBLE | | | |
| Bodily Injury Property Damage (high risk activities) | $ 2,500 | $ 2,500 | None |
| TERRORISM LIABILITY - CLAIMS MADE (CharterSafe) | | | |
| Per Occurrence | $ 5,000,000 | $ 5,000,000 | Included |
| TERRORISM PROPERTY | | | |
| As scheduled, subject to max limit of $20,000,000 (CharterSafe) | | | |
| DEDUCTIBLE | $ 1,000 | $ 1,000 | None |
| SCHOOL AND EDUCATORS LEGAL LIABILITY With D&O- CLAIMS MADE (Hanover) | | | |
| Each Claim | $ 5,000,000 | $ 5,000,000 | $ 1,000,000 |
| Aggregate Limit | $ 5,000,000 | $ 5,000,000 | $ 3,000,000 |
| IEP Defense Sublimit | $ 50,000 | | $ 100,000 |
| Special Education Program Legal Expense Coverage - Reimbursement Sublimit | $ 50,000 | | 100k/300k |
| Retro Date | 7/1/2013 | 7/1/2013 | 7/1/2013 |
| DEDUCTIBLE | | | |
| ELL | $ 2,500 | $ 2,500 | $ 5,000 |
| IEP Defense | $ 7,500 | $ 7,500 | $ 10,000 |
| D&O | $ 15,000 | $ 15,000 | $ 5,000 |
| EDUCATIONAL INSTITUTION EMPLOYMENT PRACTICES LIABILITY W/ THIRD PARTY COVERAGE - CLAIMS MADE | | | |
| Claim Limit | $ 5,000,000 | $ 5,000,000 | $ 1,000,000 |
| Aggregate Limit | $ 5,000,000 | $ 5,000,000 | $ 3,000,000 |
| Retro Date | 7/1/2013 | 7/1/2013 | 7/1/2013 |
| DEDUCTIBLE - EPL | $ 50,000 | $ 100,000 | $ 10,000 |
| LAW ENFORCEMENT PROFESSIONAL LEGAL LIABILITY | | | |
| Each Claim | $ 5,000,000 | $ 5,000,000 | Included |
| Aggregate Limit | $ 5,000,000 | $ 5,000,000 | Included |
| DEDUCTIBLE | $ - | $ - | $ - |
| SEXUAL MISCONDUCT OR SEXUAL MOLESTATION LIABILITY - CLAIMS MADE (CharterSafe Renewal) | | | |
| Each Incident | $ 5,000,000 | $ 5,000,000 | $ 1,000,000 |
| Aggregate Limit | $ 5,000,000 | $ 5,000,000 | $ 3,000,000 |
| DEDUCTIBLE | $0 or $125,000 if requirement not completed | $0 or $100,000 if requirement not completed | None |
| Retro Date | 7/1/2021 | 7/1/2021* | 7/1/2026 |
| EMPLOYEE BENEFITS LIABILITY - CLAIMS MADE | | | |
| Each Employee | $ 5,000,000 | $ 5,000,000 | $ 1,000,000 |
| Aggregate Limit | $ 5,000,000 | $ 5,000,000 | $ 2,000,000 |
| Retro Date | | | 7/1/2011 |
| DEDUCTIBLE | $ - | $ - | $ 1,000 |
| RATING BASIS | | | |
| GL - Each Student | 1660 | 1570 | 1570 |
| **Premium** | **Incl. in Property Premium** | **Incl. in Property Premium** | **$ 85,559** |

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## COVERAGE TERMS AND COMPARISON

| | | |
|---|---|---|
| **Conditions** | Occurrence Form<br>Defense Included in Limit<br>Defense Costs in Addition to Limits<br>*Will need to request Extended Reporting Period from Chartersafe | |
| **Premium** | Premium is Auditable based on _____ | Minimum Earned Premium _____ |
| **Endorsements** | **General Liability**<br>Additional Insured by Contract, Agreement or Permit<br>Additional Insured - Primary & Non-Contributory<br>Blanket Waiver of Subrogation<br>Bodily Injury Redefined<br>Broad Form Property Damage - Borrowed Equipment, Customers Goods & use of Elevators<br>Knowledge of Occurrence<br>Liberalization Clause<br>Medical Payments - Extended Reporting Period<br>Newly Acquired or Formed Organizations - Covered until end or policy period<br>Non-Owned Watercraft - 51 Feet<br>Supplementary Payments Increased Limits - Bail Bonds - $2,500 - Loss of Earnings per day - $1,000<br>Unintentional Failure to Disclose Hazards<br>Unintentional Failure to Notify<br>Additional Insured - Broad Form Vendors<br>Additional Insured - Board Members, Trustees, Student Teachers, Safety Patrol & Approved Groups<br>Aggregate Limit Per Location<br>Aircraft, Auto or Watercraft Amendments<br>Broad Form Named Insured<br>Broadcasting & Publication - Personal & Advertising Injury<br>Clinic or Hospital Exclusion | Medical Payments - Student Exclusion<br>Mobile Equipment Redefined<br>Personal Injury - Broad Form<br>Personal Injury - Televised or Videotaped Publication<br>Property Damage Legal Liability - Broad Form - Fire, Lightning, Explosion, Smoke & Leakage from Fire Protection Systems Damage Limit - $1,000,000<br>Who is An Insured Extension - Co-employees & Volunteer Workers<br>Non-Monetary Relief Defense Coverage - $300,000 (Applicable to School & Educators Legal Liability and Law Enforcement Professional Legal Liability)<br>Broadened Bodily Injury & Property Damage for Educational Institutions (Optional)<br>Incidental Professional Liability Coverage for Educational Institutions<br>Student Internship Liability<br>Innocent Party Defense - $300,000<br>Educational Institution Limited Pollution Liability for Curriculum or Program<br>Identity Theft Expense - $5,000<br>Terrorism Travel Expense - $5,000<br>Emergency Real Estate Consulting Fee - $5,000<br>Insured's Work Material Expenses - $1,000<br>Kidnapping Expenses - $50,000<br>Innocent Employee Defense Coverage - $25,000 per policy period<br>Limit Key Employee Replacement Expense:<br>Per Key Employee Loss - $150,000 / Aggregate - $150,000 |
| **Exclusions** | **GENERAL LIABILITY**<br>Pollution – Hostile Fire Exception<br>Employment Practices Liability<br>Communicable Disease<br>Asbestos<br>Professional Liability | |
| **Claims Made** | Claims under this policy must be submitted by you to the insurer during the policy period, or within a specific number of days as stated in the policy, after the expiration of the policy, for coverage to apply. | |
| **Subjectivities** | Complete Drivers List, Including any family members or personal use<br>Favorable MVRs, which will be ordered upon binding<br>Audit of classifications and exposures as applicable<br>Any other applicable company underwriting requirements | |

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## COVERAGE TERMS AND COMPARISON

| | | EXPIRING | RENEWAL | PROPOSED |
|---|---|---|---|---|
| **UMBRELLA** | | **SELF (SHARED)** | **SELF (SHARED)** | **Glatfelters** |
| COVERAGE TERM | | 07/01/25 - 07/01/26 | 07/01/26 - 07/01/27 | 07/01/26 - 07/01/27 |
| Limits of Liability - Each Occurrence or Each Claim | | $ 50,000,000 | $ 50,000,000 | $ 10,000,000 |
| Limits of Liability - General Aggregate | | $ 50,000,000 | $ 50,000,000 | $ 10,000,000 |
| Abuse Molestation Sublimit | | | | $ 5,000,000 |
| Deductible/Retention | | | | $ - |
| **Premium** | | **Incl.in Prp Premium** | **Incl.in Prp Premium** | **$ 21,742** |
| **Conditions** | Occurrence Form<br>Defense in Addition to Limits<br>Defense included in Limit | | | |
| **Excess of Primary** | Commercial General Liability<br>Employee Benefits Liability<br>Automobile Liability<br>Employers Liability<br>Sexual Misconduct or Sexual Molestation Liability | Incidental Professional Liability<br>School and Educators Legal Liability (incl.D&O)<br>Employment Practices Liability | | |
| **Endorsements** | Per Primary Policy Form | | | |
| **Exclusions** | Per Policy Form; Including But Not Limited To:<br>Pollution<br>Lead<br>Silica<br>Aircraft Products<br>Asbestos<br>Fiduciary (Separate coverage) | Care, Custody & Control – Real & Personal Property<br>Punitive Damages | | |
| **Subjectivities** | In order for the Umbrella to go over the employer's liability carrier, we require an AM Best rating of at least A- (Size VII)<br>Any other applicable company underwriting requirements | | | |

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## COVERAGE TERMS AND COMPARISON

| | EXPIRING | RENEWAL | RENEWAL | CHANGE |
|---|---|---|---|---|
| **COMMERCIAL AUTOMOBILE** | **CHARTERSAFE** | **CHARTERSAFE** | **Glatfelters** | |
| COVERAGE TERM | 7/1/25 - 7/1/26 | 7/1/26 - 7/1/27 | 7/1/26 - 7/1/27 | |
| Liability including Hired and Non-Owned Auto | $ 1,000,000 | $ 1,000,000 | $ 1,000,000 | |
| Uninsured Motorist | $ 1,000,000 | $ 1,000,000 | $ 1,000,000 | |
| Medical Payments | $ 5,000 | $ 5,000 | $ 5,000 | |
| Physical Damage | ACV or Repair | ACV or Repair | ACV or Repair | |
| Comp/Coll Deductible | $ 1,000 | $ 1,000 | $ 1,000 | |
| RATING BASIS | | | | |
| # Autos | 6 | 6 | 6 | |
| Average Rate per Vehicle | 2152.00 | | 2195.17 | 2.01% |
| **Premium** | **Included in Prp** | **Indluded in Prp** | **$ 13,171** | #VALUE! |
| **Conditions** | Occurrence Form<br>Symbol 1 liability | | | |
| **Endorsements** | Broadening Endorsement<br>Employees as Insureds<br>Hired Auto Physical Damage - $50,000<br>Rental Reimbursement - $3,000<br>Lease Gap<br>Towing & Labor: $50<br>Personal Effects: $600<br>Rental Reimbursement - 60 days/$3,000 | | | |
| **Exclusions** | Per Policy Form; Including But Not Limited To:<br>Contractual Liability<br>Pollution<br>Uninsured Motorists Punitive Damages | | | |

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## COVERAGE TERMS AND COMPARISON

| | EXPIRING | RENEWAL | PROPOSED |
|---|---|---|---|
| **CYBER PRIVACY / DATA LIABILITY** | **CHARTERSAFE** | **CHARTERSAFE** | **Travelers** |
| COVERAGE TERM | 07/01/25 - 07/01/26 | 07/01/26 - 07/01/27 | 07/01/26 - 07/01/27 |
| BREACH RESPONSE IN ADDITION TO THE POLICY AGGREGATE | | | |
| Legal, Forensic & Public Relations/Crisis Mgmt | | | $ 1,000,000 |
| PER OCCURRENCE LIMIT | $ 1,000,000 | $ 1,000,000 | $ 1,000,000 |
| POLICY AGGREGATE LIMIT OF LIABILITY | $ 5,000,000 | 10,000,000 shared | $ 1,000,000 |
| FIRST PARTY COVERAGE | | | |
| Business Interruption from Security Breach or System Failure | | silent | $ 1,000,000 |
| Dependent Business Loss from Security Breach or System Failure | | silent | $ 1,000,000 |
| Cyber Extortion Loss | | 50k-$1m | $ 1,000,000 |
| Data Recovery Costs | | silent | $ 1,000,000 |
| LIABILITY (Claims Made) | | | |
| Data & Network Liability | | $ 1,000,000 | $ 1,000,000 |
| Regulatory Defense & Penalties | | silent | $ 1,000,000 |
| Payments Cards Liabilities & Costs | | silent | $ 1,000,000 |
| Media Liability | | silent | $ 1,000,000 |
| E-CRIME | | | |
| Fraudulent Instruction | | $ - | $ 250,000 |
| Funds Transfer Fraud | | $ 1,000,000 | $ 250,000 |
| Telephone Fraud | | n/a | $ 250,000 |
| Consequential Reputational Loss Sub-Limit | | | $ 250,000 |
| RETENTIONS | | | |
| Each Incident, Claim or Loss | $ 10,000 | $ 10,000 | $ 10,000 |
| Breach Response - Forensic & Public Relations/Crisis Mgmt | | $ 10,000 | $ 10,000 |
| Breach Response - Legal | | $ 10,000 | $ 10,000 |
| Cyber Extortion | | $ 10,000 | $ 10,000 |
| Notified Individuals Threshold | | | N/A |
| Waiting Period | | | 8 Hours |
| **Estimated Annual Premium** | **Included in Prp. Premium** | **Included in Prp. Premium** | **$ 11,202** |

| | | |
|---|---|---|
| **Conditions** | The Breach Response limits above are in addition to the policy aggregate limit of liability | |
| **Endorsements** | | |
| **Exclusions** | Per Policy Form, Including but not limited to:<br>Unlawful collection, acquisition or retention of personally identifiable information<br>Obligations under a Merchant Services Agreement<br>Antitrust, Unfair Competition<br>Patent, trade secrets, software code copyright<br>Theft of money and securities | Claims brought by or on behalf of the Federal Trade Commission, the Federal Communications Commission, or any other state, federal, local or foreign governmental entity; carve back for Insuring Agreement C or providing of Privacy Breach Response Services<br>Intentional Dishonest / Fraudulent / Criminal / Malicious Acts - coverage applies to Entity and excludes perpetrators |
| **Claims Made** | Claims under this policy must be submitted by you to the insurer during the policy period, or within a specific number of days as stated in the policy, after the expiration of the policy, for coverage to apply. | |
| **Surplus Lines** | This policy is quoted with a non-admitted insurance carrier. The insurer is not admitted or licensed by your Home State. As such, insureds under this policy are not protected by any state guaranty fund in the event of the insurer becomes insolvent. Surplus Lines taxes and fees may apply and are subject to change based upon respective Home State NRRA regulatory updates. | |
| **Subjectivities** | Comleted and Signed application | |

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## COVERAGE TERMS AND COMPARISON

| | EXPIRING | RENEWAL | PROPOSED | NGE |
|---|---|---|---|---|
| **CRIME** | **CHARTERSAFE** | **CHARTERSAFE** | **Travelers** | |
| COVERAGE TERM | 07/01/25 - 07/01/26 | 07/01/26 - 07/01/27 | 07/01/26 - 07/01/27 | |
| Employee Theft | $ 1,000,000 | $ 1,000,000 | $ 1,000,000 | |
| ERISA Fidelity | | | $ 1,000,000 | |
| Forgery & Alteration | $ 1,000,000 | $ 1,000,000 | $ 1,000,000 | |
| Premises Coverage | $ 1,000,000 | $ 1,000,000 | $ 1,000,000 | |
| Transit Coverage | $ 1,000,000 | $ 1,000,000 | $ 1,000,000 | |
| Computer Fraud | $ 1,000,000 | $ 1,000,000 | $ 1,000,000 | |
| Funds Transfer Fraud | $ 1,000,000 | $ 1,000,000 | $ 1,000,000 | |
| Credit, Debit or Charge Card Fraud | | | $ 1,000,000 | |
| Money Orders and Counterfeit Money | | | $ 1,000,000 | |
| Identity Fraud Reimbursement | | | $ 25,000 | |
| Investigation Expense | | | $ 50,000 | |
| Retention | $ 2,500 | $ 10,000 | $ 2,500 | |
| **Premium** | **Included in Prp. Premium** | **Included in Prp. Premium** | **$ 3,482** | |

**Conditions**

Loss Discovered Policy Form
Worldwide Coverage
ERISA Endorsement (any Employee Benefit Plan required by ERISA to be bonded)
Social Engineering Fraud Sublimit - $ with $ Retention
$0 Retention for ERISA Fidelity, Identity Fraud and Investigation Expense

**Exclusions**

Per Policy Form; Including But Not Limited To:
Prior Knowledge
Prior Notice
Dishonest / Fraudulent Acts
Illegal Personal Profit
Breach of Contract
Insured vs. Insured
Pending and Prior Litigation, Proceedings Demands as of
ERISA
Bodily Injury / Property Damage
Pollution
Professional Services / Errors & Omissions
Initial Public Offering

**Claims Made**

Claims under this policy must be submitted by you to the insurer during the policy period, or within a specific number of days as stated in the policy, after the expiration of the policy, for coverage to apply.

**Subjectivities**

Hanover New business app signed.



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## COVERAGE TERMS AND COMPARISON

| | EXPIRING | RENEWAL | PROPOSED |
|---|---|---|---|
| **STUDENT & VOLUNTEER ACCIDENT** | **CHARTERSAFE** | **CHARTERSAFE** | **Philadelphia** |
| COVERAGE TERM | 07/01/25 - 07/01/26 | 07/01/26 - 07/01/27 | 07/01/26 - 07/01/27 |
| Student Accident - Per Accident (Excess) | $ 50,000 | $ 50,000 | $ 50,000 |
| Volunteer Accident - Per Accident (Excess) | $ 25,000 | $ 25,000 | $ 50,000 |
| DEDUCTIBLE - Per Accident | $ 500 | $ 2,500 | None |
| **Total Estimated Annual Premium** | **Included in PKG Premium** | **Included in Prp. Premium** | **$ 7,945** |
| **Conditions** | *indication only pending confirmation of loss history from CharterSafe | | |
| **Endorsements** | Per Policy Form; Including But Not Limited To: | | |
| **Exclusions** | Per Policy Form; Including But Not Limited To: | | |
| **Subjectivities** | CharterSafe loss runs confirming existing loss history includes any accident losses | | |

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## COVERAGE TERMS AND COMPARISON

| | EXPIRING | RENEWAL | PROPOSED |
|---|---|---|---|
| **FIDUCIARY** | **CHARTERSAFE** | **CHARTERSAFE** | **Travelers** |
| COVERAGE TERM | 07/01/25 - 07/01/26 | 07/01/26 - 07/01/27 | 07/01/26 - 07/01/27 |
| Per Claim & Aggregate - Claims Made | $ 1,000,000 | $ 1,000,000 | $ 1,000,000 |
| Retro Date | 7/1/2013 | 7/1/2013 | 7/1/2013 |
| DEDUCTIBLE - Varies for CharterSafe (Depends on # of Claims) | $15,000 / $25,000 / $50,000 or $100,000 | $15,000 / $25,000 / $50,000 or $100,000 | $ 10,000 |
| | | | |
| | | | |
| **Total Estimated Annual Premium** | **Included in PKG Premium** | **Included in Prp. Premium** | **$ 925** |
| **Conditions** | Need verification of retro date to include retro | | |
| **Endorsements** | Per Policy Form; Including But Not Limited To: | | |
| **Exclusions** | Per Policy Form; Including But Not Limited To: | | |
| **Claims Made** | Claims under this policy must be submitted by you to the insurer during the policy period, or within a specific number of days as stated in the policy, after the expiration of the policy, for coverage to apply. | | |
| **Subjectivities** | Confirm Retro date of 7/1/13 (quoted is 7/1/16 but can ammend to 7/1/13 with policy) | | |

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## COVERAGE TERMS AND COMPARISON

| | EXPIRING | RENEWAL | RENEWAL |
|---|---|---|---|
| **WORKERS COMPENSATION & EMPLOYER'S LIABILITY** | **CHARTERSAFE** | **CHARTERSAFE** | **BHHC** |
| COVERAGE TERM | 07/01/25 - 07/01/26 | 07/01/26 - 07/01/27 | 07/01/26 - 07/01/27 |
| WORKERS COMPENSATION LIMIT | Statutory | Statutory | Statutory |
| EMPLOYER'S LIABILITY LIMITS | | | |
| Bodily Injury By Accident (Each Accident) | $ 5,000,000 | $ 5,000,000 | $ 1,000,000 |
| Bodily Injury By Disease (Policy Limit) | $ 5,000,000 | $ 5,000,000 | $ 1,000,000 |
| Bodily Injury By Disease (Each Employee) | $ 5,000,000 | $ 5,000,000 | $ 1,000,000 |
| RATING BASIS | | | |
| Estimated Annual Payroll | $ 13,870,000 | $ 13,020,000 | $ 13,020,000 |
| Rate for Comparison - per $100 of Payroll | $ 1.09 | $ 1.18 | $ 1.83 |
| **Total Estimated Annual Premium** | **$ 150,965** | **$ 153,244** | **$ 238,462** |
| **Work Comp States Covered** | CA | | |
| **Conditions** | Short rate penalty applies for cancellations | | |
| **Premium** | Premium is Auditable based on payroll | | |
| **Endorsements** | Conformity with State Statutes | | |
| **Exclusions** | Per Policy Form; Including But Not Limited To: Excludes volunteers and New York Disability Coverage | Monopolistic States (OH, WA, ND, WY) Excluded from Work Comp | |
| **Subjectivities** | • Return to work and timely reporting of claims.<br>• Compliance with loss control recommendations.<br>• Participation in the Medical Provider Network.<br>• Signed and dated Acord forms<br>• Contact information for loss control, claims and billing/audit to include name, email and phone number. | | |



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CA Insurance Lic. 0H18131

## COMPENSATION DISCLOSURE

Marsh & McLennan Agency LLC ("MMA") prides itself on being an industry leader in the area of transparency and compensation disclosure. We believe you should understand how we are paid for the services we are providing to you. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

As a professional insurance producer, MMA and its subsidiaries facilitate the placement of insurance coverage on behalf of our clients. As an independent insurance agent, MMA may have authority to obligate an insurance company on behalf of our clients and as a result, we may be required to act within the scope of the authority granted to us under our contract with the insurer. In accordance with industry custom, we are compensated either through commissions that are calculated as a percentage of the insurance premiums charged by insurers, or fees agreed to with our clients.

MMA engages with clients on behalf of itself and in some cases as agent on behalf of its non-US affiliates with respect to the services we may provide. For a list of our non-US affiliates, please visit: http://global.marsh.com/about/. In those instances, MMA will bill and collect on behalf of the non-US Affiliates amounts payable to them for placements made by them on your behalf and remit to them any such amounts collected on their behalf;

MMA receives compensation through one or a combination of the following methods:

· **Retail Commissions** – A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of commission may vary depending on several factors, including the type of insurance product sold and the insurer selected by the client.

· **Client Fees** – Some clients may negotiate a fee for MMA's services in lieu of, or in addition to, retail commissions paid by insurance companies. Fee agreements are in writing, typically pursuant to a Client Service Agreement, which sets forth the services to be provided by MMA, the compensation to be paid to MMA, and the terms of MMA's engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by MMA for the client's placements.

· **Contingent Commissions** – Many insurers agree to pay contingent commissions to insurance producers who meet set goals for all or some of the policies the insurance producers place with the insurer during the current year. The set goals may include volume, profitability, retention and/or growth thresholds. Because the amount of contingent commission earned may vary depending on factors relating to an entire book of business over the course of a year, the amount of contingent commission attributable to any given policy typically will not be known at the time of placement.

· **Supplemental Commissions** – Certain insurers and wholesalers agree to pay supplemental commissions, which are based on an insurance producer's performance during the prior year. Supplemental commissions are paid as a percentage of premium that is set at the beginning of the calendar year. This percentage remains fixed for all eligible policies written by the insurer during the ensuing year. Unlike contingent commissions, the amount of supplemental commission is known at the time of insurance placement. Like contingent commissions, they may be based on volume, profitability, retention and/or growth.

· **Wholesale Broking Commissions** – Sometimes MMA acts as a wholesale insurance broker. In these placements, MMA is engaged by a retail agent that has the direct relationship with the insured. As the wholesaler, MMA may have specialized expertise, access to surplus lines markets, or access to specialized insurance facilities that the retail agent does not have. In these transactions, the insurer typically pays a commission that is divided between the retail and wholesale broker pursuant to arrangements made between them.

· **Other Compensation** – From time to time, MMA may be compensated by insurers for providing administrative services to clients on behalf of those insurers. Such amounts are typically calculated as a percentage of premium or are based on the number of insureds. Additionally, insurers may sponsor MMA training programs and/or events.

We will be pleased to provide you additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at https://www.marshmma.com/resource/compensation-guide-for-client.pdf

MMA's aggregate liability arising out of or relating to any services on your account shall not exceed ten million dollars ($10,000,000), and in no event shall we be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits or other economic loss arising out of or relating to such services. In addition, you agree to waive your right to a jury trial in any action or legal proceeding arising out of or relating to such services. The foregoing limitation of liability and jury waiver shall apply to the fullest extent permitted by law.

We appreciate your business!

# OTHER COVERAGES FOR DISCUSSION

This information has been prepared using an insurance coverage checklist. These items represent some of the possible gaps or deficiencies in the coverage currently provided

## PROPERTY

**Unnamed Locations Coverage** – Locations not scheduled on the policy, where property coverage may be necessary.

**Business Income / Extra Expense** – Determine adequate limits of each by use of a Business Income worksheet.
**Agreed Amount / Waiver of Coinsurance** – With a signed Statement of Values, coinsurance penalties can be avoided.

**Building Ordinance Coverage** – **Sufficient Limits** – Covers costs to repair and/or rebuild to current building codes including Increased Cost of Construction and Demolition.
**Earthquake / Flood / Wind** – Perils typically excluded from Property policy.
**Blanket Limits** – All locations share the blanket limit to avoid being underinsured at any given location.
**Change in Temperature** – Coverage provided for property that is temperature sensitive in nature. (spoilage)

## INLAND MARINE

**Rented Equipment** – Sublimit of insurance designed to cover temporarily rented equipment.
**Computer Equipment / Media** – Additional coverage grant designed to specifically cover your electronic data processing equipment and software including additional expenses for data restoration.
**Installation** – Covers your property while on a job site while awaiting final installation and release to job owner.
**Tools / Equipment** – Covers your tools and equipment whether on or off premises, can also be extended to employee owned tools.

## MISCELLANEOUS LIABILITY

**Watercraft / Aircraft** – Owned watercraft and aircraft typically excluded from the General Liability policy.
**Pollution Legal Liability** – Damage and costs of pollution cleanup are typically excluded or covered on a very limited basis on the General Liability policy.
**Storage Tanks (above and under ground)** – Separate policy is required for this coverage for Pollution Legal Liability and Cleanup.
**Professional Liability / Errors & Omissions** – Coverage for financial loss for which you are legally liable due to your professional services is typically excluded on the General Liability policy; separate coverage is required.
**Foreign Difference in Conditions** – Coverage for foreign exposures including Property, GL, Auto, Workers' Compensation.
**Privacy Liability Network Security** – First and Third party coverage for theft of personal information and/or security breaches.
**Product Recall** – Insurance that covers expenses associated with recalling a product from the market.
**Trade Credit Insurance** – Protects sellers of goods and services on **credit** against the risk of customer non-payment due to customer insolvency, protracted default, political events, or acts of war that prevent contract performance.

## AUTOMOBILE

**Drive Other Car Coverage** – Extends coverage to specifically named drivers who rely solely on the Business Auto policy for coverage when they are driving vehicles not scheduled in the policy.
**Hired and Non-owned Liability** – Provides coverage to the Named Insured for autos used in the course of business that are not owned by the business, i.e. hired / rented temporarily or owned by employees.
**Hired Auto Physical Damage** – Physical Damage for a hired / rented vehicles. (verify carrier's coverage grant when vehicles are rented by someone other than "insured," such as an employee)
**Loss of Use** – Coverage pays for Rental company's loss of use of a vehicle rented by you if damaged.

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Amethod Public Schools

# OTHER COVERAGES FOR DISCUSSION

## WORKERS' COMPENSATION

**Foreign Voluntary Compensation** – Supplemental WC coverage when employees are outside the policy coverage territory. See Foreign DIC.
**Defense Base Act** – Federal Act requires employers to provide WC coverage with enhanced benefits to those employees working on military bases as defined by the Act.
**U.S. Longshoremen & Harborworkers** – Federal Act requires employers to provide WC coverage with enhanced benefits to those employees working on or about U.S. navigable waterways as defined by the Act.
**Jones Act** – Federal Act requires employers to provide WC coverage with enhanced benefits to those employees working on or about vessels as defined by the Act.
**Business Travel Accident** – Supplemental coverage for employees while on business travel.

## EXECUTIVE RISK

**Directors & Officers Liability** – Provides financial protection for Directors & Officers in the event they are sued in conjunction with the performance of their duties on behalf of the company and stakeholders.
**Fiduciary Liability** – Liability for those accused of wrongdoing in their capacity as a fiduciary, related to ERISA plans.

**Employment Practices Liability** – Coverage for Wrongful Termination, Sexual Harassment, Discrimination and other Wrongful employment practices. Third Party is available.
**Kidnap / Ransom** – Coverage provided in the event of kidnapping, extortion and various threats against the company and its employees.

## CRIME

**Employee Dishonesty** – Coverage for theft from the Company, committed by your Employees.
**Third Party Coverage** – Coverage for theft from a Client / Third Party by your Employee.
**Forgery / Alteration** – Additional coverage grant in the Crime policy affording coverage specifically relating to forgery or alteration.
**Money & Securities** – **Inside & Outside Premises** – Additional coverage grant in the Crime policy affording coverage specifically relating to money and securities whether on premises or in transit.
**Electronic Funds Transfer** – An electronic, telegraphic, cable, teletype or telephone instruction fraudulently transmitted to a Financial Institution.
**Computer Fraud** – Coverage for loss from damage to Money, Securities and Other Property fraudulently transferred from inside the Premises or Bank to another person or place outside the Premises or Bank.
**Social Engineering -** Fraudulent instructions by outside party resulting in fraudulent transfer of money.
**ERISA** – Coverage for theft of Money, Securities and Other Property from covered Employee Benefits Plans. Also used to satisfy ERISA bond requirements.

## EXCESS LIABILITY

Explore additional limits

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# Coversheet

## Review and Consideration of Approval of 2026-27 Measure Ed Contract

**Section:** V. Business ll
**Item:** W. Review and Consideration of Approval of 2026-27 Measure Ed Contract
**Purpose:** Vote
**Submitted by:**
**Related Material:** 20260701 AMPS Contract_v2 - unsigned.pdf

BACKGROUND:

Measure Education has provided data management services to Amethod Public Schools. The vendor has developed a strong understanding of the organization's systems, reporting requirements, and operational practices, allowing for efficient support and continuity of services.

Throughout the current contract term, Measure Education has maintained a positive working relationship with staff, demonstrating responsiveness, effective communication, and accuracy in state reporting and student data management.

The proposed 2026–2027 agreement includes services for four schools and a monthly fee of $7,119.88, resulting in an annual cost of approximately $85,438.56.

RECOMMENDATION:

Staff recommends that the Board of Directors approve the Consulting Services Agreement with Measure Education, Inc. for Student Information System administration, CALPADS reporting, compliance monitoring, and related data management services for the 2026–2027 school year.

Measure Education

**CONSULTING SERVICES AGREEMENT**

This Consulting Services Agreement ("Agreement"), dated as of **July 1, 2026** (the "Effective Date"), is between Measure Education Inc. ("Measure Education"), EIN 81-4622301, and **Amethod Public Schools** with offices at **1450 Marina Way South, Suite #300, Richmond, CA 94804** ("Client"), each individually referred to as a "Party" and collectively referred to as the "Parties." The parties previously executed Consulting Services Agreement(s), the latest Consulting Services Agreement is dated July 1, 2025 ("Previous Consulting Services Agreement"). This Consulting Services Agreement dated July 1, 2026, shall amend, replace and supersede the Previous Consulting Services Agreement in its entirety.

**1. Scope of Agreement and Services**

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

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

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

**2. Deliverables and Performance of Services**

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

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

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

Measure Education

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

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

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

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

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

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

The Client acknowledges that they have reviewed the Measure Education Privacy Policy located at http://www.measureed.com/privacy/, incorporated herein by reference ("Privacy Policy")". The Privacy Policy details Measure Education's commitment to transparency and protecting student data including how Measure Education uses information to deliver Services and limits the use of large language models.

Measure Education

Client and Measure Education acknowledge and agree that pursuant to the Family Educational Rights and Privacy Act ("FERPA") and applicable state law, the Parties have certain obligations with regard to maintaining the security, integrity and confidentiality of "personally identifiable information" in student "education records", as those terms are defined by FERPA (referred to herein as "Student Records"). The Parties acknowledge that the Client at all times retains ownership of Student Records and that each party must perform its obligations under this agreement in compliance with FERPA. Measure Education shall use Student Records only for those purposes required or permitted by this Agreement. Measure Education may use Client data in de-identified and/or aggregated form for any lawful purpose, such as to operate, maintain, support, and improve Measure Education's services, provided that such data does not constitute personally identifiable information under FERPA.

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

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

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

**6. Non-Solicitation.** Client understands that Measure Education has invested considerable resources in finding, training, and retaining employees and contractors, and the loss of any of them will require considerable effort and resources to replace. Client acknowledges that it has engaged Measure Education to provide educational Services under this Agreement. Client further agrees not to solicit or hire any Measure Education employee that Measure Education has introduced to the Client and/or any of the Client's affiliates ("Employee") until the expiration of a one year period following the last date such Employee has worked for Measure Education, except as otherwise permitted in writing by Measure Education. Should Client hire an Employee in violation of this paragraph, or otherwise circumvent this Agreement, (i) Company acknowledges and agrees that it would be difficult to ascertain the loss that would be suffered by Measure Education, and (ii) for that reason, Client agrees to pay Measure Education a placement fee equal to 35% of the annual wage of the Employee, which amount is intended to constitute liquidated damages and not a penalty. Client agrees the provisions of this paragraph are reasonable terms to compensate Measure Education for its recruitment, training and placement of its Employees.

**7. Term and Termination**. This Agreement is effective as of the Effective Date stated above. The term of this Agreement shall be from the Effective Date until **June 30, 2027** (the "Initial Term"). This Agreement shall automatically renew for consecutive additional one (1) year terms unless either Party provides written notice of non-renewal to the other at least thirty (30) days prior to the expiration of the then-current term (each, a "Renewal Term"). The Initial Term and any Renewal Term(s) are referred to as the Term.

Either Party may terminate this Agreement or any Statement of Work without penalty with ninety (90) days' written notice to the other Party. Upon any termination under this section, Client shall pay Measure Education for all services rendered by Measure Education prior to the effective date of termination.

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

Measure Education

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

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

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

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

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

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

Measure Education

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

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

| For Measure Education: | For Client: |
|---|---|
| Measure Education | Amethod Public Schools |
| Attn: Curtis Loo | Attn: Adrienne Barnes |
| 4 W 4th Ave | 1450 Marina Way South |
| STE 431, FLOOR 6 | Suite #300 |
| San Mateo, CA 94402 | Richmond, CA 94804 |
| Email: cloo@measureed.com | Email: abarnes@amethodschools.org |

**16. Assignment**. Notwithstanding anything to the contrary herein or in the Privacy Policy: Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior, written consent of the other Party; provided, however, that Measure Education may, upon written notice to the Client and without the consent of the Client, assign or otherwise transfer this Agreement in connection with a change of control transaction (whether by merger, consolidation, sale of equity interests, sale of all or substantially all assets, or otherwise), and transfer data as necessary to support the assignment, provided that in all cases, the assignee agrees in writing to be bound by the terms and conditions of this Agreement. Any assignment or other transfer in violation of this Section will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns.

**17. Additional Terms.** Measure Education may use Client's name and logo in experience citations and recruiting materials. If any provision of this Agreement is found to be unenforceable, the remainder of this Agreement shall be enforced to the extent permitted by law. This Agreement, including the Privacy Policy and executed Statement of Works attached and incorporated hereto, constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes all agreements, representations and understandings of the parties with respect to such subject matter made or entered into prior to the date of this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties. Paragraph headings are for reference only and will not be considered as parts of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed copy or electronic (e.g., .pdf) copy of the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes.

Measure Education

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

| **Measure Education Inc.** | **Amethod Public Schools** |
| --- | --- |
| By: | By: |
| Name: Curtis Loo | Name: |
| Title: President | Title: |
| Date: | Date: |

Measure Education

**EXHIBIT A**

**STATEMENT OF WORK: 2026-07-01**

This Statement of Work is governed by and subject to the provisions of the Consulting Services Agreement dated **July 1, 2026** (the "Agreement"), the terms of which are incorporated herein, between **Amethod Public Schools** ("Client") and **Measure Education Inc.** ("Measure Education"). The parties previously executed Statement of Work(s), the latest Statement of Work is dated July 1, 2025 ("Previous Statement of Work"). This Statement of Work, dated July 1, 2026, shall amend, replace and supersede the Previous Statement of Work in its entirety. The term "Client" in the Agreement shall include the entity signing this Statement of Work. Any terms used in this Statement of Work and not otherwise defined shall have the same meaning as in the Agreement. If there is a conflict between the Agreement and the Statement of Work, this Statement of Work shall prevail.

## 1.0 SCOPE OF SERVICES

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

**Definition of Schools in Scope**

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

**Consultant Support**

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

**PowerSchool Student Information System Support**

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

Measure Education

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

Measure Education

- Measure Education will setup the master scheduling calendar for each school year in the SIS. This will include scheduling and grading terms that are based on the school calendar.
    - Client will provide Measure Education with the board approved school calendar **at least five weeks before the final day of the previous school year**.
- Data Cleanup and Review
    - Measure Education will train staff on data validation reports.
        - Client will update student data within the SIS **at least one week before the final day of the previous school year**.
- Promotion and Retention of Students
    - Measure Education will train staff on how to update the SIS for promotion and retention of students.
        - Client will update student data within the SIS **at least one week before the final day of the previous school year**.
- Execution of End of Year Process
    - Measure Education will execute the End of Year Process upon confirmation from Client that all required prerequisite processes have been completed.
        - Client will provide confirmation that all previous school year compliance reports and student data are finalized and backed up before sending confirmation to Measure Education that End of Year processes can proceed **within one week of the final day of the previous school year.**

- Beginning of Year Processes
    - SIS Setup
        - System Configuration
            - Measure Education will perform the technical configuration of the SIS based on the policies outlined in the Solution Document.
    - Training
        - Teachers
            - Upon Client's request, Measure Education will perform a virtual Beginning of Year training for a group of teachers, not to exceed ten, who want to learn how attendance and grading systems are setup in their SIS.
                - Client will request virtual Beginning of Year training with teachers for the upcoming year **at least one week before the final day of the previous school year**.
        - Administrators
            - Measure Education will perform virtual Beginning of Year training for staff members based on need and scheduling availability.
            - Client will meet with Measure Education to participate in virtual Beginning of Year training **within four weeks of a request**.
- Beginning of Scheduling Term Processes
    - Scheduling
        - Measure Education will perform a one-time load of a master schedule to the SIS based on files provided by Client per scheduling term.
            - Client will create the master schedule and provide master scheduling files to Measure Education based on provided templates **at least two weeks before the first day of the upcoming scheduling term**.
            - Measure Education is not responsible for the creation of the master schedule and does not support PowerScheduler.
- End of Grading Term Processes
    - Grade Storage

Measure Education

- For grades that require a process of grade storage, Measure Education will perform the end of term grade storage process in the SIS for specified grade storage terms.
  - Client will identify the grade storage dates and parameters **at least five weeks before the final day of the previous school year**.
  - Client will confirm that the data in the SIS is ready to undergo the process of grade storage **at least 24 hours before storage**.

- Report Cards
  - Measure Education will review Report Cards for Client and make up to three hours of programming changes to the SIS in the Object Reporting system before the end of the first reporting term.
    - Client will request specific changes for the current/upcoming school year's report card **at least one week before the final day of the previous school year**.

- Non-Supported Customizations, Third-Party Integrations and Processes
  - Client agrees that support of products or services outside of the scope of the included functionality of PowerSchool SIS is limited to integration when an integration is provided by the vendor.
  - Client agrees that support for the PowerScheduler functionality of the Powerchool SIS is out of the scope of this Statement of Work.

**Compliance Support - California**

- California Longitudinal Pupil Achievement Data System ("CALPADS") Data Monitoring and Review
  - Measure Education will extract data on a regular basis to proactively monitor the quality of data and provide measurements for performance improvements. The below lists contain common data extracts that may be included but is not exclusive of additional or related data.
    - Direct Certification Extraction
      - Measure Education will provide a report to Client that contains the direct certification results from the CALPADS system. The schedule of this report will be based on the availability of this report from the State.
    - RealTime Reports
      - Unduplicated Counts
        - Report 1.18: LCFF Unduplicated Pupil – Student List
      - CA School Dashboard Equity Subgroups
        - Report 5.7: Foster Youth Enrolled – Student List
        - Report 5.9: Former Foster Youth– Student List
        - Report 8.1: Student Profile – List
        - Report 8.1a: Student Profile Exits – List
    - Accountability and Monitoring Reports
      - Report 16.21: Students with Disabilities – Overdue Plan Review and Reevaluation Meetings Student List
    - Certification Review Files
      - During the submission window, Measure Education will download and restructure aggregate and detailed reports from CALPADS for ease of review and communication to Client leadership related to CALPADS submissions. The below lists contain common data extracts that may be included but is not exclusive of additional or related data.
        - Fall 1
          - 1.1: Enrollment - Primary and Short Term Enrollment Count by Subgroup
          - 1.17: LCFF Unduplicated Pupil Count
          - 1.24: Dropouts by Subgroup
          - 2.1: Title III Eligible Immigrants – Count

Measure Education

        - 2.8: English Language Acquisition Status – Count by Primary Language (Fall)
        - 2.9: English Language Acquisition Status – Census Comparison
        - 2.14: Language Instruction Program – Count
        - 16.12: Students with Disabilities - Education Plan by Primary Disability Count (Fall 1)
        - 16.13: Students with Disabilities – Count by Federal Setting (Fall 1)
    - Fall 2
        - 2.4: English Learner Education Services – Student Count Unduplicated
        - 2.5: English Learner Education Services – Unduplicated Count of Teachers Providing EL Services
        - 3.6: Course Section Enrollment – Count by Content Area
        - 4.1: Staff – Count and FTE by Job Classification
        - 17.1: Postsecondary Status Outcome - Count
    - EOY
        - 1.21: Cumulative Enrollment - Count
        - 1.22: Graduates and Completers Count
        - 2.16: English Language Acquisition Status - ELs Reclassified RFEP (EOY 3)
        - 3.9: Course Sections Completed - Count by Content Area for Departmentalized Courses
        - 3.14: Career Technical Education Noncompleter Participants – Count
        - 3.19: Career Technical Education Completers – Count by Pathway
        - 5.1: Program Participants – Count
        - 5.4: Homeless Students Enrolled - Unduplicated Count by School
        - 7.10: Incident – Count
        - 7.11: Incident Result – Count
        - 7.13: Student Offense – Count by Offense
        - 7.15: Incident Actions – Persistently Dangerous Offense Expulsions
        - 7.16: Incident Removals for Students with Disabilities – Count
        - 7.17: Unilateral Removals for Students with Disabilities – Count
        - 14.1: Student Absenteeism Count
        - 16.12 - Students with Disabilities - Education Plan by Primary Disability (EOY)
        - 16.22 SWD–Special Education Status and Non-Participation Reason Count
        - 17.3 - Postsecondary Survey Outcome for SWDs – Count
        - 18.1: Work-Based Learning - Count
- Measure Education will facilitate regular CALPADS data review meetings with relevant Client staff to help ensure the accuracy of data reported before certification.
    - Client will meet with Measure Education to review or certify school data **within one week of a request**.
- Student Information System Data Monitoring

Measure Education

- Measure Education will extract data on a regular basis to proactively monitor the quality of data and provide measurements for performance improvements. The below lists contain common data extracts that may be included but is not exclusive of additional or related data.
  - CRSC (Course Section Completion)
  - CRSE (Course Section Enrollment)
  - PSTS (Postsecondary Status)
  - SASS (Staff Assignment)
  - SCSC (Student Course Section Completion)
  - SCSE (Student Course Section Enrollment)
  - SCTE (Student Career Technical Education)
  - SDEM (Staff Demographics)
  - SELA (Student English Language Acquisition)
  - SENR (SSID Enrollment)
  - SIRS (Student Incident Result)
  - SINC (Student Incident)
  - SINF (Student Information)
  - SOFF (Student Offence)
  - SPRG (Student Program)
  - STAS (Student Absence Summary)
  - LEAP (Local Educational Agency Program)
  - ADA (Average Daily Attendance)

- CALPADS Data Management
  - Student Enrollment Maintenance
    - Measure Education will provide regular uploads of student information associated with school enrollment to the CALPADS system and will send a report of anomalies or errors to Client for resolution.
      - Client will communicate all resolution actions to Measure Education associated with enrollment anomalies or errors **within one week of receiving the report from Measure Education.**
      - Client will provide Measure Education with a school administrator account to CALPADS **upon the signing of this Statement of Work**.
  - State Testing Support
    - During specified testing dates, Measure Education will upload complete and accurate data provided by Client in the SIS to State-Provided databases within 24 hours of request.
    - Client will provide test names, dates and required fields to Measure Education **at least five weeks before the start of the testing period**.
  - Data Submissions
    - Fall 1
      - Measure Education will upload CALPADS Fall 1 related files from Client's SIS to the CALPADS system.
        - Client will confirm that student data in the SIS is complete and accurate **on the CALPADS census day**.
        - This submission is considered in scope for the current school year if there are at least 45 days between the finalization of reportable data (as determined by Measure Education) and the deadline published by the California Department of Education.
        - This submission is considered in scope for the current school year if there are at least 45 days between the finalization of reportable data (as determined by Measure Education) and the end of the Statement of Work term.
    - Fall 2
      - Measure Education will upload CALPADS Fall 2 related files from Client's SIS to the CALPADS system.

Measure Education

- Client will confirm that staff and course data in the SIS is complete and accurate **on the CALPADS census day**.
- This submission is considered in scope for the current school year if there are at least 45 days between the finalization of reportable data (as determined by Measure Education) and the deadline published by the California Department of Education.
- This submission is considered in scope for the current school year if there are at least 45 days between the finalization of reportable data (as determined by Measure Education) and the end of the Statement of Work term.

- End of Year
  - Measure Education will upload CALPADS End of Year related files from Client's SIS to the CALPADS system.
    - Client will confirm that student data in the SIS is complete and accurate **within one week of the final day of the current school year**.
    - This submission is considered in scope for the current school year if there are at least 45 days between the finalization of reportable data (as determined by Measure Education) and the deadline published by the California Department of Education.
    - This submission is considered in scope for the current school year if there are at least 45 days between the finalization of reportable data (as determined by Measure Education) and the end of the Statement of Work term.
- Special Education Data
  - Measure Education is not responsible for the management of or timely submission of CALPADS data from the Special Education Data System ("SEDS").
  - Client will communicate all resolution actions for Special Education Data to Measure Education associated with data anomalies or errors **within one week of receiving an error report from Measure Education.**
  - Client will provide Measure Education with the name of the responsible contact for the SEDS **upon the signing of this Statement of Work**.
  - Client will provide Measure Education with the name of the responsible contact for the management of Special Education data **upon the signing of this Statement of Work**.

- CA School Dashboard Data Support
  - Measure Education will provide phone and email support for CALPADS data sets if used for the CA School Dashboard.
- School Accountability Report Card ("SARC") Data Support
  - Measure Education will provide phone and email support for CALPADS data sets if used for the SARC report.
  - Measure Education is not responsible for the timely submission and publication of SARC by the Client.

**System Access**

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

**Unauthorized Changes to Student Information System**

- Client agrees to consult with Measure Education before making any modifications to the Student Information System if there is an impact to the Services performed by Measure Education. In the event that issues arise from Client's unauthorized changes made to the Student Information System without consultation with Measure Education, the Parties agree Measure Education shall not be responsible for issues stemming from these changes. Further, Client agrees Measure

Measure Education

Education may not be able to resolve issues caused by modifications without an additional statement of work.

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# 2.0 TIMING AND DURATION

## 2.1 Timing

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

## 2.2 Duration

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

Measure Education may terminate this Statement of Work by providing written notice to the Client within fourteen (14) days after Measure Education starts to provide the Services ("Start Date"), if it determines in its sole discretion that it will not be reasonably able to provide any of the requested Services due to conditions outside of its reasonable control. Measure Education retains sole discretion to determine the Start Date as used in this paragraph, but it affirms its intention is for the Start Date to accurately reflect the date Measure Education has confirmed access to Client's information system(s) and successfully holds a conference with responsible Client contacts. If Measure Education terminates the Statement of Work pursuant to this paragraph, there will be no charge to the Client and this Statement of Work will be considered invalid and Measure Education shall not be required to deliver the Services described herein.

# 3.0 FEES AND PAYMENT

## 3.1 Professional Fees

For Services listed in this Statement of Work, a fee will be charged on a monthly basis for work performed. This monthly fee shall be invoiced on the 1st of each calendar month for the amount of **$7,119.88** (U.S. Dollars) with the first invoice sent on **August 1, 2026.**

On-site services are not part of the Services set forth above and, if requested by Client, will be billed at a daily rate of **$3,000.00** (U.S. Dollars), which includes reasonable travel, lodging, food, and other expenses.

For additional services outside the scope of the Services set forth above or otherwise agreed to by the Parties, the hourly rate for services provided by Measure Education during our weekday business hours (10:00A.M. to 4:00 P.M. Pacific Time Zone) will be **$300.00** (U.S. Dollars) and invoiced on a monthly schedule. For services requested that require work during out-of-business hours and the weekend, the hourly rate will be **$600.00** (U.S. Dollars).

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

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

Measure Education

## 3.2 Payment Terms

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

MEASURE EDUCATION INC.
4 W 4TH AVE
STE 431, FLOOR 6
SAN MATEO, CA 94402

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

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

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

| **Measure Education Inc.** | **Amethod Public Schools** |
|---|---|
| By: | By: |
| Name: Curtis Loo | Name: |
| Title: President | Title: |
| Date: | Date: |

Measure Education

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

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

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

**Print or type.** See ***Specific Instructions*** on page 3.

**1** Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

MEASURE EDUCATION INC.

**2** Business name/disregarded entity name, if different from above.

**3a** Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

*(Applies to accounts maintained outside the United States.)*

**3b** If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

**5** Address (number, street, and apt. or suite no.). See instructions.

4 W 4TH AVE, STE 431 FLOOR 6

Requester's name and address (optional)

**6** City, state, and ZIP code

SAN MATEO, CA 94402

**7** List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

**Social security number**

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**or**

**Employer identification number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 8 | 1 | – | 4 | 6 | 2 | 2 | 3 | 0 | 1 |

## Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here** | **Signature of U.S. person** | **Date**

## General Instructions

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

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

### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

# Coversheet

## Review and Consideration of Approval of 2026-27 Revolution Foods Addendum

**Section:** V. Business ll
**Item:** X. Review and Consideration of Approval of 2026-27 Revolution Foods Addendum
**Purpose:** Vote
**Submitted by:** Marisol Magana
**Related Material:** Addendum for Vended Meals.pdf

BACKGROUND:

This item requests Board approval to execute a formal contract addendum to the Vended Meals Service Agreement between Revolution Foods, PBC, and Amethod Public Schools (AMPS). AMPS established its base-year agreement with Revolution Foods for the period of July 1, 2025, through June 30, 2026. This addendum serves as the mutually agreed-upon contract renewal for the upcoming 2026–2027 school year (effective July 1, 2026, through June 30, 2027), ensuring the uninterrupted delivery of student meals across the schools.

Fiscal Impact:
The core per-meal reimbursement and cost structures for the 2026–2027 renewal are defined as follows:
Required Core Program Fees:
● Breakfast: $2.90 per meal
● Lunch: $4.25 per meal
● After School Snack: $1.20 per meal
Optional Ordering & Dietary Accommodations:
● Special Therapeutic Meals (9 Major Allergens): Breakfast: $3.57 / Lunch: $5.10
● Non-Medical Soy Milk: $0.82 (sold by the case)
● 3rd Party Pizza Meal Option: +$0.60 per lunch
● Onsite BBQs: +$0.64 per lunch (subject to availability)
● Salad Bar Kits: +$0.51 per meal (sold in 50-count kits)
● National Commodity Processor Fee: 10% of creditable commodity usage

RECOMMENDATION:

Staff strongly recommends that the Board of Directors approve the 2026–2027 Food Service Agreement Renewal Addendum with Revolution Foods, PBC. Approving this addendum guarantees that AMPS campuses remain in complete regulatory alignment with State and Federal nutrition programs.

# Board Item Cover Letter

**Board Meeting:** June 11, 2026

**Item:** Addendum to Agreement To Provide Food Service - Revolution Foods, PBC

**Submitted By:** Marisol Magaña

## Background and Purpose:

This item requests Board approval to execute a formal contract addendum to the Vended Meals Service Agreement between Revolution Foods, PBC, and Amethod Public Schools (AMPS). AMPS established its base-year agreement with Revolution Foods for the period of July 1, 2025, through June 30, 2026. This addendum serves as the mutually agreed-upon contract renewal for the upcoming 2026–2027 school year (effective July 1, 2026, through June 30, 2027), ensuring the uninterrupted delivery of student meals across the schools.

**Fiscal Impact:**

The core per-meal reimbursement and cost structures for the 2026–2027 renewal are defined as follows:

**Required Core Program Fees:**

- *Breakfast:* $2.90 per meal
- *Lunch:* $4.25 per meal
- *After School Snack:* $1.20 per meal

**Optional Ordering & Dietary Accommodations:**

- *Special Therapeutic Meals (9 Major Allergens):* Breakfast: $3.57 / Lunch: $5.10
- *Non-Medical Soy Milk:* $0.82 (sold by the case)
- *3rd Party Pizza Meal Option:* +$0.60 per lunch
- *Onsite BBQs:* +$0.64 per lunch (subject to availability)
- *Salad Bar Kits:* +$0.51 per meal (sold in 50-count kits)
- *National Commodity Processor Fee:* 10% of creditable commodity usage

## Staff Recommendation:

Staff strongly recommends that the Board of Directors approve the 2026–2027 Food Service Agreement Renewal Addendum with Revolution Foods, PBC. Approving this addendum guarantees that AMPS campuses remain in complete regulatory alignment with State and Federal nutrition programs.

# ADDENDUM TO AGREEMENT TO PROVIDE FOOD SERVICE

Between Revolution Foods, PBC and Amethod Public Schools

This addendum made on _____/_____/_____ between **Revolution Foods, PBC** and Amethod Public Schools is created for the purpose of providing meals under the National School Lunch Program (NSLP) and the School Breakfast Program (SBP).

1. **Addendum Purpose**
   This addendum contains the renewal rates and fees for the delivery of vended meals under the National School Lunch and School Breakfast Program for the period beginning July 1, 2026, ending on June 30, 2027.

2. **Service Agreement Period**

   Base Year: July 1, 2025 – June 30, 2026
   Current Renewal Year: July 1, 2026 – June 30, 2027

3. **Pricing**

   In consideration of the premises and mutual agreements contained in this Renewal, the Parties agree as follows:

| Meal Type | Fee Per Meal[2] |
|---|---|
| **Breakfast** | **$2.90** |
| **Lunch** | **$4.25** |
| **After School Snack** | **$1.20** |

Additional Ordering Options – Non-Required

1. Special Therapeutic Meals – 9 major food allergens covered -milk, eggs, fish, shellfish, tree nuts, peanuts, wheat, sesame, and soybeans[1]
   Breakfast: $ 3.57 Lunch: $ 5.10
2. Soy Milk – non medically needed: $ 0.82 (sold by case only, case size varies)
3. 3rd Party Pizza Meal Options: $0.60 per lunch
4. Onsite BBQs for Lunch: $0.64 per lunch (when available)
5. Salad Bar as Vegetable Side (price per meal): $ .51 per meal, sold in kits of 50 count
6. National Commodity Processor Fee: 10% of creditable commodity usage

[1] Special meals needed outside of the 9 major food allergens may result in a higher price, based on medical need.
[2] Rate Increase reflect the December 2025 CPI for Food Away from Home – West Region.

Amethod Public Schools and Revolution Foods hereby mutually exercise the option to renew the service agreement and all terms and conditions of the original Base Year service agreement, and all subsequent renewals remain in effect and are applicable to this contract renewal.

| **Name & Title of SFA Representative** | **Telephone Number** |
|---|---|
| | |
| **Mailing Address** | |
| | |
| **Signature** | **Date** |
| | |
| **Name & Title of Revolution Foods Meals Representative** | **Telephone Number** |
| Drew Helmey, Sr. Vice President of Sales & Marketing | (323) 838-5555 |
| **Mailing Address** | |
| 5743 Smithway Street, Ste 103, Commerce, CA 90040 | |
| **Signature** | **Date** |
|  | 1/20/2026 |

# Coversheet

## Review and Consideration of Approval of Amendment to Rojas Janitorial Contract

**Section:** V. Business II
**Item:** Y. Review and Consideration of Approval of Amendment to Rojas Janitorial Contract
**Purpose:** Vote
**Submitted by:** Marisol Magana
**Related Material:** Janitorial Service Agreement - Amendment.pdf

BACKGROUND:

This item requests Board approval to execute a formal contract amendment to the Service Agreement for Janitorial Services between Rojas Building Solutions (RJS) and Amethod Public Schools (AMPS). AMPS has an ongoing operational need for comprehensive janitorial services to ensure safe, clean, and healthy learning environments. RJS currently provides these services across the network under a contract expiring on June 30, 2026. The purpose of this Amendment is to serve as the mutually agreed-upon contract renewal for the upcoming 2026–2027 school year (effective July 1, 2026, through June 30, 2027). This extension ensures uninterrupted janitorial services.

Fiscal Impact:
The updated compensation structure establishes a fixed monthly base fee for four larger facilities, an hourly rate for one campus, and a flat hourly rate for supplemental day porter services.
- Total Fixed Monthly Base: $28,800.00
- Oakland Charter Academy Rate: $30.00 / hour
- Additional Day Porter Services: $30.00 / hour (On an as-needed basis)

RECOMMENDATION:

Staff recommends that the Board to approve the Amendment to the Service Agreement with Rojas Building Solutions (RJS) to ensure continuity of janitorial services.

# Board Item Cover Letter

**Board Meeting:** June 11, 2026

**Item:** Amendment Service Agreement to Janitorial Services - Rojas Building Solutions

**Submitted By:** Marisol Magaña

## Background and Purpose:

This item requests Board approval to execute a formal contract amendment to the Service Agreement for Janitorial Services between Rojas Building Solutions (RJS) and Amethod Public Schools (AMPS). AMPS has an ongoing operational need for comprehensive janitorial services to ensure safe, clean, and healthy learning environments. RJS currently provides these services across the network under a contract expiring on June 30, 2026.

The purpose of this Amendment is to serve as the mutually agreed-upon contract renewal for the upcoming 2026–2027 school year (effective July 1, 2026, through June 30, 2027). This extension ensures uninterrupted janitorial services.

### Fiscal Impact:

The updated compensation structure establishes a fixed monthly base fee for four larger facilities, an hourly rate for one campus, and a flat hourly rate for supplemental day porter services.

- Total Fixed Monthly Base: $28,800.00
- Oakland Charter Academy Rate: $30.00 / hour
- Additional Day Porter Services: $30.00 / hour (On an as-needed basis)

## Staff Recommendation:

Staff recommends that the Board to approve the Amendment to the Service Agreement with Rojas Building Solutions (RJS) to ensure continuity of janitorial services.

# AMENDMENT TO SERVICE AGREEMENT

This Amendment to **Service Agreement** ("Amendment") is entered into as of July 1, 2026, ("Amendment Effective Date") by and between **Amethod Public Schools**, "School", and Rojas Building Solutions (RJS), a "Contractor". School and Contractor may be referred to individually as a "Party" and collectively as the "Parties."

## RECITALS

1. The Parties entered into that certain **Service Agreement** dated July 1, 2026 ("Original Agreement") for **Janitorial Services**.
2. The current term of the Original Agreement is scheduled to expire on **June 30, 2026.**
3. The Parties desire to amend the Original Agreement to extend the term for the continued performance of services, subject to the terms of this Amendment.
4. Except as expressly amended by this Amendment, the Original Agreement remains unchanged and in full force and effect.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Incorporation of Recitals
   The Recitals above are incorporated into and made part of this Amendment.

2. Term Extension
   The term of the Original Agreement is extended from July 1, 2026 through June 30, 2026 ("Extended Term"), unless earlier terminated in accordance with the Original Agreement.

3. Scope of Services
   The scope of services remains unchanged from the Original Agreement, unless modified by Exhibit A attached to this Amendment and incorporated by reference. If there is no Exhibit A, Contractor shall continue to perform the same services identified in the Original Agreement.

4. Compensation and Payment
   The compensation, rates, invoicing, and payment terms remain unchanged from the Original Agreement, unless modified by Exhibit B attached to this Amendment and incorporated by reference. If there is no Exhibit B, the existing compensation and payment terms continue to apply during the Extended Term.

5. Insurance and Risk Transfer Confirmation
   Before the Amendment Effective Date and throughout the Extended Term, Contractor shall maintain all insurance required under the Original Agreement and shall provide current certificates of insurance and required endorsements upon request or as otherwise required by the Original Agreement. If the Original Agreement does not contain current insurance requirements, the Parties should attach updated insurance requirements as Exhibit C after review by the School's legal counsel or authorized contract administrator.

6. Indemnification and Defense
   The defense, indemnification, and hold harmless obligations in the Original Agreement remain in full force and effect and apply to services performed during the Extended Term. If the Original Agreement does not contain an indemnification provision, or if the provision requires revision, legal counsel should review and provide appropriate language before this Amendment is executed.

7. Compliance With Laws and School Policies
   Contractor shall continue to comply with all applicable federal, state, and local laws, regulations, licensing requirements, background check requirements, campus safety procedures, confidentiality obligations, and School policies applicable to Contractor's services under the Original Agreement.

8. No Other Changes
   Except as expressly modified by this Amendment, all terms, conditions, rights, duties, and obligations of the Original Agreement remain unchanged and in full force and effect.

9. Conflict
   If there is a conflict between this Amendment and the Original Agreement, this Amendment controls only as to the specific subject matter expressly amended herein. All other provisions of the Original Agreement remain controlling.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Amendment Effective Date written above.

**Amethod Public Schools**

By: _____
Name: _____
Title: _____
Date: _____

**Rojas Building Solutions**

By: _____
Name: _____
Title: _____
Date: _____

## EXHIBIT A - UPDATED SCOPE OF SERVICES

| Scope Element | Details to Complete |
|---|---|
| **Service locations** | |

| Name of School & Address |
|---|
| Oakland Charter Academy<br>Address: 4215 Foothill Blvd., Oakland, CA 94601 |
| Downtown Charter Academy<br>Address: 2000 Dennison Street, Oakland CA 94606 |
| John Henry High School<br>Address: 1450 Marina Way S., Richmond, CA 94804 |
| Benito Juarez Elementary<br>Address: 1450 Marina Way S., Richmond, CA 94804 |
| AMPS Home Office + Richmond Charter Academy<br>Address: 1450 Marina Way S., Richmond, CA 94804 |

## EXHIBIT B - UPDATED COMPENSATION

<table>
<tr><th>Payment Item</th><th>Details to Complete</th></tr>
<tr><td>Base compensation</td><td>
<table>
<tr><td>Name of School<br>Address</td><td>Sq Ft</td><td>Monthly Amount</td></tr>
<tr><td>Oakland Charter Academy<br>Address: 4215 Foothill Blvd., Oakland, CA 94601</td><td>17,776</td><td>Hourly - $30.00</td></tr>
<tr><td>Downtown Charter Academy<br>Address: 2000 Dennison Street, Oakland CA 94606</td><td>42,000</td><td>$6,400</td></tr>
<tr><td>John Henry High School<br>Address: 1450 Marina Way S., Richmond, CA 94804</td><td>40,320</td><td>$6,400</td></tr>
<tr><td>Benito Juarez Elementary<br>Address: 1450 Marina Way S., Richmond, CA 94804</td><td>48,250</td><td>$8,000</td></tr>
<tr><td>AMPS Home Office + Richmond Charter Academy<br>Address: 1450 Marina Way S., Richmond, CA 94804</td><td>48,250</td><td>$8,000</td></tr>
<tr><td>Total Monthly Amount</td><td></td><td>$28,800</td></tr>
</table>
</td></tr>
<tr><td>Additional services</td><td>Day Porter Services - Hourly $30.00</td></tr>
</table>

# Coversheet

## Review and Consideration of Approval of 26-2027 The Education Team (TET) Substitute Contract

**Section:** V. Business II
**Item:** Z. Review and Consideration of Approval of 26-2027 The Education Team (TET) Substitute Contract
**Purpose:** Vote
**Submitted by:**
**Related Material:** TET Agreement.pdf.pdf
TET East Bay & North Bay Rates - 2025-07-01.pdf

# Service Agreement

THE EDUCATION TEAM

**NOTE: SIGNING THIS AGREEMENT DOES NOT OBLIGATE YOU TO USE OUR SERVICES.**

This agreement is entered into by and between **ChildCare Careers, LLC dba The Education Team** (hereafter "TET") and "Customer" (named below). TET and Customer agree as follows:

1. A four (4) hour minimum service commitment each day is required for each employee requested from TET. Customer will pay for services under four (4) hours at the four (4) hour minimum fee.

2. Customer will pay the four (4) hour minimum if a request for service from TET is cancelled within the 24 hours prior to the designated time of service. Any request for cancellation will be effective only if communicated to **The Education Team office.** Notice to the temporary personnel is not adequate.

3. Customer will verify and approve the daily hours worked by TET Substitutes. TET will invoice Customer based on the verified and approved time worked and Customer agrees to pay said invoices.

4. Customer will promptly pay all invoices for services rendered according to the then current TET fee schedule as billed on a weekly basis. Overtime will be billed and paid at time and a half. If an invoice is not paid within 30 days of the invoice date then Customer will pay a late payment fee of 5% of the invoice amount plus a finance charge equal to the lesser of 1.5% per month or the maximum legal rate.

5. Customer will instruct and supervise the TET employee with respect to their responsibilities and compliance with the procedures and policies of Customer. Customer will not ask or authorize TET employee to operate any motor vehicles or administer any medication. Customer represents, warrants, and agrees that Customer is, and at all times during the term of this agreement will be, in compliance with all governmental laws, rules, ordinances and regulations applicable to Customer and its business. Customer will ensure that all wage and hour laws applicable to the non-exempt employees provided by TET are followed, including but not limited to, meal and rest periods. Customer agrees that all work, including grading and lesson planning, will be done on-site and included in the employees' work hours.

6. Customer acknowledges that TET has incurred considerable expense in the recruitment, screening, and training of its employees and suffers a material economic loss when they are no longer available for assignments. Should Customer hire, or in any way utilize the services of (except through TET), a current or former TET employee introduced to Customer by TET (a "Candidate") within one (1) year of the Candidate's last assignment at any Customer location, then Customer will pay TET a placement fee according to TET's then current fee schedule. Customer will notify TET in writing and pay the placement fee prior to hiring a Candidate or utilizing a Candidate's services in any way except through TET. Customer agrees that the placement fee shall be doubled if Customer fails to provide written notice prior to hiring. An employee's resignation from TET does not relieve Customer of the obligation to pay the placement fee. Placement fees are non-refundable regardless of the duration of Candidate's employment with Customer.

7. In any action or proceeding involving a dispute between TET and Customer arising out of this Agreement, the prevailing party shall be entitled to recover its costs and attorney's fees. This agreement shall be binding on the successors and assigns of the parties. This agreement may be amended only by a written agreement signed by the parties. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. The terms of this agreement shall be deemed accepted by TET, and a binding agreement created between TET and Customer on the terms set forth herein, upon TET providing its employees to Customer.

Full Legal Name of School/District/Org _____

Signature: _____ Title: _____

Print Name: _____ Date: _____
Authorized Representative of Customer

Email: _____ Phone: _____



THE EDUCATION TEAM

Corporate Office: 3440 Wilshire Blvd, Suite 1111 • Los Angeles, CA • 90010
Orders: (855) 898-2929 • Inquiries: (213) 986-4718

# *East Bay & North Bay Price List*

****** Effective July 1, 2025 ******

| Employee Category | Minimum Qualifications | Hourly Rate |
|---|---|---|
| • After School Teacher | • 48 semester units in any courses OR<br>• AA Degree in any subject | 38 |
| • Non-Credentialed K-12 Teacher | • Bachelor's Degree in any subject OR<br>• BA degree and CBEST / CSET OR<br>• 30-Day Substitute Teacher Permit | 46 |
| • Multi-Subject Credential | • CTC issued Multiple Subject Credential | 48 |
| • Single-Subject Credential | • CTC issued Single Subject Credential | 52 |
| • Special Education Credential | • CTC issued Special Education Credential | 67 |

*Long-term assignments over one week in duration involving lesson planning or grading will incur a $25 per day surcharge on each day commencing with day six.*

NOTE: Prices include all payroll taxes, workers' compensation costs, benefits costs, liability insurance costs (including general, professional, employment practices and sexual misconduct liability), recruitment costs, and HR/administrative costs. There are no additional fees or taxes of any kind. The Education Team reserves the right to adjust its prices with 30 days written notice.

# Coversheet

## Review and Consideration of Approval of 26-2027 Scoot Education Substitute Addendum

| | |
|---|---|
| **Section:** | V. Business II |
| **Item:** | AA. Review and Consideration of Approval of 26-2027 Scoot Education Substitute Addendum |
| **Purpose:** | Vote |
| **Submitted by:** | |
| **Related Material:** | Amethod Public Schools, Scoot Services Addendum - SY26-27.pdf |

scoot.education

**TERMS OF SERVICE ADDENDUM**

The following terms of service amendments and exhibits are incorporated and made part of the Agreement between Scoot and Customer for assignments scheduled on or after July 1, 2026. You will be regarded as having accepted into this addendum when any of the following occur:

a) by confirming acceptance of this Agreement in writing; or
b) by requesting us to supply Educator(s) after receiving this document for Assignments on or after July 1 2026.

**1. DEFINITIONS**

| | |
|---|---|
| **Building Substitute** | Means an Educator reserved with at least one (1) days' notice and assigned on an ongoing basis but not less than four (4) weeks to a specific Customer site to cover day-to-day absences. A Building Substitute typically performs instructional supervision, classroom management, and lesson delivery as assigned by Customer. A Building Substitute is not eligible to fill long-term or permanent Assignments. |
| **Educator(s)** | Means, individually and collectively, Scoot employee(s), including but not limited to a Teacher and/or Support Position alone, or as assigned to a Building Substitute role (including where the context requires their agents and sub-contractors), Paraprofessionals, alone, or as assigned to a Paraprofessional Volume Discount (including where the context requires their agents and sub-contractors), a TeachStart Fellow, a Special Education Teacher, a Registered Behavior Technician, Behavior Interventionist, Board Certified Behavior Analyst, Speech Language Pathologist and/or Assistant, Licensed Vocational Nurse, Registered Nurse, Licensed School Psychologist, Licensed Therapist, Certified Wellness Coach, Before/After School Educator assigned to work for Customer in accordance with this Agreement. |
| **Paraprofessional Volume Discount** | Paraprofessional Volume Discounts are for a group of hourly paraprofessional staff who are assigned to Customer location(s) for a specific period. Paraprofessional staff within a Volume Discount are always assigned to Customer and must be used for long-term Assignments. |
| **Related Service Provider** | Means, individually and collectively, a Board-Certified Behavior Analyst, Speech Language Pathologist, Speech Language Pathologist Assistant, Licensed School Psychologist, Licensed Therapist, Certified Wellness Coach, Registered Nurse. |

**8. WORKERS' COMPENSATION AND LIABILITY INSURANCE**

Scoot will, at its own expense, provide and keep in full force and effect during the term of this Agreement the following kinds and minimum amounts of insurance for Educators:

8.1 **Workers' Compensation.** Workers' compensation statutory coverage as required by the laws of the jurisdiction in which the services are performed and includes alternate employer endorsement;

8.2 **Commercial General Liability.** Commercial general liability insurance with a $2,000,000 combined single limit per occurrence / $4,000,000 aggregate and includes contractual liability and personal injury coverage;

8.3 **Automobile Liability.** Hired and non-owned auto liability insurance with a $1,000,000 combined single limit per occurrence;

8.4 **Umbrella Insurance.** Umbrella policy of $2,000,000 providing excess limits over the primary policies described above;

8.5 **Abusive Acts Coverage.** Abusive Acts liability insurance with a $1,000,000 combined single limit per occurrence / $1,000,000 aggregate.

Scoot will provide Customer with a certificate of this insurance coverage upon request.

**PART B – EDUCATOR SERVICES**

**4. EDUCATOR PLACEMENT FEE**

Customer understands and agrees that Educators are assigned to Customer to render services on a temporary basis and, absent a written agreement stating otherwise, are not assigned to become employed directly by Customer. Customer acknowledges the considerable expense incurred by Scoot to advertise, recruit, evaluate, train, and place its Educators.

Customer agrees it will not, without prior written consent from Scoot, hire an Educator, interfere with the employment relationship between Scoot and its Educators, or directly or indirectly cause an Educator to become employed by Customer or another temporary service provider.

If Customer, either directly or indirectly, solicits, offers employment, and/or hires an Educator as an employee or consultant in any position, or utilizes the Educator's services through another temporary or outsourcing service company, or any person or entity affiliated with Customer refers an Educator to any other employer and the Educator becomes employed by that employer: (i) at any time from the date such Educator is introduced to or placed with Customer by Scoot until twelve (12) months thereafter or (ii) within twelve (12) months after termination of Educator's temporary Assignment through Scoot with Customer, whichever is later, Customer agrees to pay Scoot a placement fee as specified below (the "Educator Placement Fees"). The Educator Placement Fee is based upon the category of the Educator, timing of hire, or number of days the Educator has worked at the Customer who is hiring the Educator during a single academic year. Customer shall pay the Educator Placement Fee within thirty (30) days of receipt of an invoice from Scoot.

| EDUCATOR PLACEMENT FEE FOR RELATED SERVICE PROVIDERS | |
|---|---|
| **Days worked in academic year** | **Fee^** |
| 1 - 44 days worked | The greater of $20,000 or 20% of AGS |
| 45 - 89 days worked | The greater of $15,000 or 15% of AGS |
| 90 - 134 days worked | The greater of $10,000 or 10% of AGS |
| 135 – 180+ days worked | The greater of $5,000 or 5% of AGS |
| **EDUCATOR PLACEMENT FEE FOR TEACHSTART FELLOWS** | |
| **Hire date** | **Fee** |
| September 1 to May 31 | $10,000 |
| June 1 to August 31 | No fee |
| **EDUCATOR PLACEMENT FEE FOR SCOOT EDUCATORS NOT LISTED ABOVE** | |
| **Days worked in academic year** | **Fee^** |
| 1 - 90 days worked | 10% of AGS to a minimum of $5,000 |
| 91 - 180 days worked | 5% of AGS to a minimum of $2,500 |
| 180+ days worked | $1,000 |

^Fee is based upon the AGS, including any additional allowances or benefits that can be monetized listed on employment contract between Customer and Educator.

**EXHIBIT A**
**BILL RATES FOR EDUCATORS**

The Bill Rates contained in Exhibit A herein are confidential and proprietary. Customer agrees not to disclose the contents of this Exhibit A to persons or entities not party to this Agreement without Scoot's written permission.

Educators will be assigned pursuant to one of the following positions and at the following bill rates, subject to additional overtime charges as specified below:

| Daily Educator Staffing | | | | | |
|---|---|---|---|---|---|
| **Customer Bill Rate+** | **Half-day rate (4 hours or less)** | **Half-day long-term rate (4 hours or less)#** | **Short-term day rate (up to 8.5 hours/day)** | **Long-term day rate (up to 8.5 hours/day)#** | **Building Substitute (4-week minimum)** |
| Support Position | $244 | $268 | $364 | $400 | N/A |
| Paraprofessional | $244 | $268 | $364 | $400 | N/A |
| Teacher (emergency 30-day substitute permit or California credential) | $292 | $321 | $435 | $478 | $430 |
| Special Education Credential in SpEd role | $350 | $385 | $522 | $574 | N/A |
| TeachStart Fellow | N/A | N/A | $478 | $478 | N/A |

+ Because Educators are non-exempt employees, additional charges over and above the standard Customer Bill Rate will apply in the event that an Educator is called upon to work overtime meaning a shift longer than eight and a half (8.5) hours, including a thirty (30) minute meal break, in a workday or more than forty (40) hours, excluding meal breaks, in a work week for the same Customer. Overtime is charged at 1.5x the prorated hourly Bill Rate according to the above table (e.g., overtime for a Support Position is charged at $364/8.5*1.5 per hour). Educators are instructed by Scoot that they should seek the approval of a duly designated supervisor at the Customer site before incurring overtime but, of course, the need to ensure proper supervision of pupils may necessitate an Educator staying over even if the designated supervisor is not immediately available. Consistent with professional best practices, Educators are directed to maintain supervision over assigned students until they are relieved by appropriate Customer personnel.

# An Educator will be considered in long-term status if the same Educator has been scheduled at a Customer location for an Assignment that is scheduled for more than fifteen (15) workdays or an Assignment has extended beyond fifteen (15) workdays (half-days and full-days are counted the same) in the same academic year.

| Hourly Educator Staffing | |
|---|---|
| **Position Bill Rate+** | **Hourly Rate^ (4-hour Minimum Assignment Length)** |
| Paraprofessional | Contact Scoot for bespoke hourly Paraprofessional Bill Rate, less Paraprofessional Volume Discount specified below, as applicable |
| Expanded Learning Lead Educator (General Ed) | $54 per hour |
| Expanded Learning Support (Special Ed) | $52 per hour |
| Behavior Interventionist (BI) | $55 per hour |
| Registered Behavior Technician (RBT) | $65 per hour |
| Licensed Vocational Nurse (LVN) | $75 per hour |
| **Related Service Providers** | |
| In-person: Board Certified Behavior Analyst (BCBA) | $120 per hour |
| Virtual: Board Certified Behavior Analyst (BCBA) | $110 per hour |
| Speech Language Pathologist (SLP) | $135 per hour |
| Speech Language Pathologist Assistant (SLPA) | $80 per hour |
| Licensed School Psychologist | $125 per hour |
| Licensed Therapist | $110 per hour |
| Certified Wellness Coach | $55 per hour |
| Registered Nurse (RN) | $95 per hour |

⁺ Because Educators are non-exempt employees, additional charges over and above the standard Customer Bill Rate will apply in the event that an Educator works overtime meaning a shift longer than eight and a half (8.5) hours, including a thirty (30) minute meal break, in a workday or more than forty (40) hours, excluding meal breaks, in a work week for Customer. Overtime is charged at 1.5x the prorated hourly Bill Rate according to the above table. Educators are instructed by Scoot that they should seek the approval of a duly designated supervisor at the Customer site before incurring overtime but, of course, the need to ensure proper supervision of pupils may necessitate an Educator staying over even if the designated supervisor is not immediately available. Consistent with professional best practices, Educators are directed to maintain supervision over assigned students until they are relieved by appropriate Customer personnel.

^ Customer shall provide Hourly Educator staff who work more than five (5) hours in a work day with an uninterrupted thirty (30) minute meal period free from all duty to begin no later than the end of the fifth ($5^{th}$) hour of work and a second uninterrupted thirty (30) minute meal period free from all duty to begin no later than the end of the tenth ($10^{th}$) hour of work. Customer shall also provide Hourly Educators with the opportunity to take a net ten (10) minute rest period for

every four (4) hours worked (or a major fraction thereof). If Customer fails to provide any required meal period or rest break, Scoot will invoice Customer an additional one (1) hour at Scoot's hourly Bill Rate for each missed meal period and/or rest break.

**HOURLY EDUCATOR MEAL BREAK CHARGE RATE**

Scoot will **not** charge Customer for Hourly Educator time spent on duty free meal period(s), provided such breaks are compliant with California labor law requirements as described above.

**PARAPROFESSIONAL VOLUME DISCOUNT**

Customer is entitled to the following discount for any paraprofessional assigned to a Paraprofessional Volume Discount with Customer. Discounts are calculated based on size of Paraprofessional Volume Discount committed to according to the below table.

| | Quantity of Paraprofessionals in Volume Discount | | |
|---|---|---|---|
| | **10-29** | **30-49** | **50+** |
| **Discount** | 3% | 4% | 5% |

The following terms apply to a Paraprofessional Volume Discount:

1. Customer must commit to the Paraprofessional Volume Discount from its start date until the conclusion of Customer's academic year, unless negotiated otherwise.
2. If a Paraprofessional Volume Discount becomes larger in size than originally committed to by Customer, the larger discount will be applied according to the above table.
3. If a Paraprofessional Volume Discount is smaller in size than originally committed to by Customer due to Scoot being unable to source the requested number of Educators, the originally agreed discount will be applied.
4. Educators assigned to a Paraprofessional Volume Discount are expected to be utilized in long-term Assignments rather than being used in day-to-day roles.
5. Paraprofessional Volume Discounts may be canceled should an uncontrollable event force Customer to close its location(s) for a prolonged period (e.g., closure due to a pandemic or government order).
6. Paraprofessional Volume Discounts are active on any instructional day, non-student days are not included.
7. TeachStart Fellows cannot be included in a Paraprofessional Volume Discount.

# Coversheet

## Review and Consideration of Approval of 26-2027 Swing Education Substitute Contract

**Section:** V. Business II
**Item:** AB. Review and Consideration of Approval of 26-2027 Swing Education Substitute Contract
**Purpose:** Vote
**Submitted by:**
**Related Material:** 2025-2026 Amethod Schools- Swing Agreement.pdf

This **Platform & Services Agreement** ( “Agreement”) is entered into on the Effective Date of July 1, 2026 by and between Swing Education, Inc. (“Swing Education”, “Company”, “we” or “us”) and the School(s) listed on the signature page (“School” “or “District” or “you”). Swing Education agrees to provide you with access to the Swing Education Platform & Services (“Platform & Services” or “Platform”), which allows the School and School representatives to post and manage Requests for substitute teachers and related professionals (“SwingSubs”) on the Swing Education Website at www.swingeducation.com (“Website”). This Agreement will apply regarding the obligations and relationships between School, Swing Education and each SwingSub (though SwingSubs are not party to this Agreement). Each SwingSub will be a W-2 employee as a prerequisite to being able to see and fill your Requests on the Platform and for purposes of processing wages/payroll taxes, workers’ compensation, and health or other benefits as applicable.

**1. Services.** Swing Education agrees to provide you with:

(a) **Access to the Services**, which allows authorized School users to post Requests for SwingSubs (“Requests”) on the Platform, track and manage those Requests, and view information about the SwingSubs.

(b) **Access to Our Verification Services - California**

i. **Teaching Credentials.** Swing Education verifies whether a SwingSub teaching professional holds a substitute teaching permit or standard professional teaching credential, by having the SwingSub upload or submit such document to the Platform. Swing Education marks such SwingSubs as credentialed (or similar language) on the Platform. Swing Education also tracks the expiration date (if one exists) of such document. If such document expires, Swing Education will shortly thereafter label the SwingSub as non-credentialed (or similar language). Note that School is responsible for ensuring accuracy of SwingSub Requests where a permit or credential is or is not required.

ii. **CA DOJ Live Scan Fingerprint Background Check**. Swing Education verifies that a SwingSub working in California is eligible to work as a teacher before the SwingSub is allowed to fill Requests on the Website. Swing Education does this by reviewing the results of the individual’s completed Live Scan check issued by the State of California Department of Justice (DOJ) using California Education Code guidelines. Subsequent changes to the SwingSub’s status are sent from the DOJ to Swing Education. Swing Education prevents a SwingSub from filling Requests and/or removes the SwingSub from the Platform if changes render the SwingSub ineligible to teach, shortly after receiving notice of such changes.

iii. **TB Risk Assessment**. Swing Education requires all SwingSubs to obtain the TB Risk Assessment in accordance with CDPH requirements before allowing a SwingSub to fill Requests on the Website.

iv. **Child Abuse Reporting - Mandated Reporter.** Swing Education will make all SwingSubs aware of their child and dependent adult abuse reporting obligations. Swing Education will also require all SwingSubs to confirm that they have undergone CA state Mandated Reporter Training within 6 weeks of completion of their first assignment through the Platform and annually thereafter, by signing a Suspected Child Abuse Reporting Acknowledgement Form. A copy of each signed form will be kept on file with Swing Education.

v. **Harassment Prevention Training**. Company shall provide sexual harassment and abusive conduct prevention training to all California-based employees in accordance with California Government Code Section 12950.1, as amended by Assembly Bill 1825 and Senate Bill 1343.

(c) **Verification Process**. Swing Education reserves the right to change any of the verification processes described above if such process become impossible or impractical to carry out as described.

(d) **Relationship with SwingSubs**. Swing Education withholds and pays payroll taxes on SwingSub wages but does not exercise any control over their schedules or daily work. School issues work Requests for SwingSubs to fill. School works with SwingSubs on-site and in person and thus has direct oversight of, and feedback and information on, the actions and performance of SwingSubs. Note that Swing Education makes no warranty or representation as to the effectiveness, competence, skill, background, record, or behavior of the SwingSubs beyond what is covered by the Verification Services above.

**2. Acceptance of Related Terms.** By signing this Agreement, you also agree to the terms in any Appendix, Schedule, or Exhibit included with this Agreement as well as: (i) the Standard Service Terms available on the Swing Education website at www.swingeducation.com/st and (ii) the Website Master Terms of Service and Privacy Policy available on the Swing Education Website at www.swingeducation.com/tc. In the event of a conflict of any terms, the terms of this Agreement shall control.

**3. Payments.** Payments will be made to Swing Education according to the following:

(a) **Work Requests, Daily Wage & Hourly Rates.** School shall fill out work Requests for SwingSubs, specifying the work stop and start times for each work day of the Request. The School works with Swing Education via the Website and/or by separate communication with Swing Education and/or as listed below, to designate (i) a “Daily Wage” or “Wages” for the SwingSubs, and/or (ii) an “Hourly Rate” or “Rates” for the SwingSubs. All such Wages and Rates must meet minimum wage requirements. For the avoidance of doubt, School and Swing may change these sub Wages and/or Rates by mutual written consent or in order to ensure compliance with wage and hour laws. The “Half Daily Wage” is 50% of the Daily Wage or as otherwise agreed upon by School and Swing. The Daily Wage applies to any Day over four (4) and no more than eight (8) hours (“Full Day”) and the Half Daily Wage applies to any Day of four (4) hours or less (“Half Day”). A “Short-Term” Request is a Request up to and including 21 days, and a “Long-Term” Request is a Request that exceeds 21 days unless otherwise agreed upon in writing by School and Swing. For Hourly Rate positions, SwingSubs will record their actual hours worked via timesheet. School acknowledges that the hours recorded by the SwingSub in their timesheet, as may be reconciled pursuant to Section 3(e), will serve as the basis for calculating all amounts owed to Swing Education for such positions.

(b) **Service Fee & Amounts Due.** School will also pay Swing Education a Service Fee, which is a designated surcharge percentage of the Daily Wage or Hourly Rate, as applicable. For Hourly Rate positions, the Service Fee will be calculated as a percentage of the Hourly Rate multiplied by the actual hours worked as recorded by the SwingSub in their timesheet, as may be reconciled pursuant to Section 3(e). The "Estimated Daily Amount" is based on the Hourly Rate multiplied by actual hours worked or the Daily Wage or Half Daily Wage (as applicable), plus the Service Fee, for each Day of the Request. Swing Education will adjust each Estimated Daily Amount with relevant surcharges for overtime, to meet applicable minimum wage requirements and/or if SwingSubs are not given legally-required meal or rest breaks to arrive at "Amount Due" for each Day of the Request, for which Swing Education will invoice School. For the avoidance of doubt, Swing Education's Service Fee applies to all compensable time recorded by the SwingSub, regardless of whether such time differs from the hours specified in the original Request.

(c) **Cancellation**. Request(s) accepted by a SwingSub, then canceled by School more than 24 hours before the Request start time, are not subject to any fees. If a Request is canceled by

School less than 24 hours before the Request start time, School shall pay the Amount Due for the first Day of the Request.

(d) **Invoicing.** Payment will be made to Swing Education in accordance with Exhibit A: Payment.

(e) **Deviations from Request.** While SwingSubs will be instructed to track and record their actual time worked, School must also inform Swing Education of any Work Deviations (from School's point of view) between the work times in a Request and actual time worked (including Work Deviations from mandated breaks) by 11:59pm on Friday of the same week of the relevant day for such Work Deviations to be reflected on an invoice, via the appropriate interface on the Platform. SwingSubs shall also have the right to submit such Work Deviations, and the actual invoice will be reconciled using all known facts about the actual time worked.

(f) **Invoice Disputes.** School must identify any invoice item dispute to Swing Education within fourteen (14) days of the invoice date by emailing support@swingeducation.com. Swing Education will review and respond to each dispute within fourteen (14) days of receipt. All known facts about the actual time worked shall be considered in resolving such disputes. Undisputed portions of any invoice remain payable in accordance with this Agreement.

**4. Recruitment & Off-Platform Use; Exclusivity**.

(a) **Recruitment & Off-Platform Use.** If you wish to hire or contract directly with a SwingSub, you agree to pay Swing Education a $2,500 finder's fee. This recruitment fee does not apply to SwingSubs who are: (i) hired at the school full time and (ii) previously worked directly for the School; nor SwingSubs who are: (i) hired at the school full time and (ii) work at District through Swing for more than 60 school days. School shall not issue off-Platform Requests to SwingSubs, including by communicating directly with a SwingSub. Making such an off-platform request is grounds for Termination for Cause. If School wishes to provide an additional (bonus) wage to a SwingSub, School will make prior arrangements with Swing Education by emailing support@swingeducation.com or via other means as directed by Swing Education. Swing Education will invoice School for such additional (bonus) wages. For additional (bonus) wages made through means other than those outlined above, Swing Education will invoice School for such additional (bonus) wage(s) plus an additional $250 administrative fee per occurrence.

(b) **Exclusivity.** During the Term of this Agreement, Swing Education shall be the exclusive third-party provider of Instructional Substitute Teachers (Instructional Substitute Teachers means certified teachers, non-certified paraprofessionals, and/or instructional aids) to School. School shall not engage, contract with, or use any other third-party staffing agency, platform, or service provider to obtain Instructional Substitute Teachers. This exclusivity provision does not restrict School from utilizing its own internal substitute personnel or School district employees. School acknowledges that Swing Education has invested significant resources in developing and maintaining the Platform and Services, and this exclusivity provision is essential to Swing Education's ability to provide cost-effective services. Violation of this exclusivity provision constitutes a material breach of this Agreement and grounds for immediate termination pursuant to Section 5. School agrees that any breach of this exclusivity provision would cause irreparable harm to Swing Education for which monetary damages would be inadequate, and Swing Education shall be entitled to seek equitable relief, including injunctive relief, without the necessity of proving actual damages or posting bond.

**5. Term, Termination, Rollover.**

(a) **Term**. This Agreement shall be in effect for one year from the Effective Date. Thereafter, this Agreement shall automatically renew on a yearly basis unless either party provides written notice of termination at least ninety (90) days prior to the end of the then-current term.

(b) **Termination for Cause**. Notwithstanding the foregoing, either party may terminate this Agreement if (i) the other party breaches a material provision of this Agreement and such breach is not cured within thirty (30) days following written notice thereof; or (ii) in the case of a breach

that by its nature cannot be cured within thirty (30) days, the breaching party has not instituted reasonable measures to cure such breach within ten (10) days and fully cured such breach within ninety (90) days.

(c) **Effect of Termination**. Termination does not extinguish obligations to pay or rights to seek payment for Invoices outstanding under this Agreement. Upon termination, Swing Education shall have 30 days to reconcile all payments due, and return any remaining funds. All or any portion of remaining funds may be used by Swing Education to (i) cure School's default in payment of invoices and (ii) fpay all Amounts Due for all services rendered at the School.

**6. Disclaimer of Warranties.** The Platform & Services are provided "as is" without any warranty and Swing Education expressly disclaims any and all warranties, express, implied or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose. Except as expressly set forth herein, Swing Education expressly disclaims, and you expressly release Swing Education from, any and all liability whatsoever for any damages, suits, claims and/or controversies that have arisen or may arise from and/or in any way relate to any acts or omissions of users on or off the Platform, including without limitation the provision of any services by any SwingSub. Furthermore, beyond the Verification set forth above and except as expressly set forth herein, Swing Education makes no warranty, representation or condition as to the effectiveness, competence, skill, background, record, or behavior of the SwingSubs. Except as expressly set forth herein (including Swing Education's indemnification obligations under Section 8) you hereby release Swing Education from any and all liability whatsoever for any damages, suits, claims, and/or controversies that have arisen or may arise from and/or in any way relate to any acts or omissions of the SwingSubs while they are engaged by you, on your premises, and/or performing the duties for which you engage with them.

**7. Insurance.** Swing Education shall, at its own cost and expense, acquire and maintain at all times while Swing Education is providing services to School, sufficient insurance to adequately protect the respective interests of the parties, including:

(a) **Commercial General Liability** insurance, including Product Completed Operations, Personal Injury and Advertising Injury insurance of $1M per occurrence, $2M aggregate

(b) **Umbrella Liability** insurance of $2M Each Occurrence and in the Aggregate

(c) **Professional (Errors and Omissions) Liability** insurance covering Swing Education's legal liability for damages arising out of Swing Education's performance of the services of $2M per claim

(d) **Sexual Abuse & Molestation** insurance of $2M per occurrence and $4M in the aggregate

(e) **Workers' Compensation** insurance

(f) Upon School's written request, Swing Education shall (i) name School as an additional insured on its Commercial General Liability policy, (ii) provide School with certificates of insurance evidencing the coverages required under this Section 8, and (iii) provide School with at least thirty (30) days' prior written notice of any cancellation or material change in such policies.

**8. Indemnification and Limitation of Liability.** Swing Education takes its verification responsibilities seriously. Our verification responsibilities are limited to those specifically outlined in Section 1, and we cannot ensure the accuracy of the results we receive from any third party.

(a) **Indemnification by Swing Education.** Swing Education shall indemnify, defend, and hold harmless School and its governing board, officers, employees, and agents from and against any and all third-party claims, demands, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or resulting from bodily injury, property damage, or other harm caused by the negligent acts, errors, omissions, or willful misconduct of SwingSubs or other Swing Education employees in connection with the performance of services under this Agreement. This indemnity shall not apply to claims arising from the negligence or misconduct of School or its employees, agents, or representatives.

(b) **Indemnification by School.** School shall indemnify, defend, and hold harmless Swing Education and its affiliates, and each of their respective officers, employees, and agents from and against any and all third-party claims, demands, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or resulting from bodily injury, property damage, or other harm caused by the negligent acts, errors, omissions, or willful misconduct of School's employees, agents, or representatives in connection with this Agreement. This indemnity shall not apply to claims arising from the negligence or misconduct of Swing Education, its employees, SwingSubs, or contractors.

(c) **Notice and Cooperation.** The Party seeking indemnification shall promptly notify the indemnifying Party in writing of any claim or threatened claim and shall cooperate fully in the defense and resolution of such claim. Failure to provide prompt notice shall not relieve the indemnifying Party of its obligations except to the extent such failure materially prejudices the indemnifying Party's ability to defend.

(d) **Limitation of Liability.** Each Party's aggregate liability under this Section 8 shall not exceed $3,000,000 or the limits of such Party's applicable insurance coverage, whichever is greater.

(e) **LIMITATION ON DAMAGES.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL NOT APPLY TO DAMAGES ARISING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

**9. Federal & Other Mandated Obligations to SwingSubs.**

(a) Swing Education is the employer of SwingSubs and is responsible for all applicable state, local and federal payroll taxes, for payment of SwingSubs' wages and maintenance of payroll records, SwingSubs' workers compensation insurance as required by law, and any healthcare and other benefits as required by law. SwingSubs shall not be eligible to participate in any School benefits plans, including without limitation healthcare, retirement, bonus, vacation, severance or otherwise.

(b) While Swing Education will be the employer of SwingSubs, because School determines the schedules of SwingSubs, and oversees and directs them as to the manner and means of work on a daily basis, School agrees to treat SwingSubs similar to employees with respect to all relevant federal and other laws protecting the rights of employees. These obligations include but are not limited to:

(i) Neither School nor Swing shall subject any person to unlawful discrimination based on a protected class including but not limited to race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, source of income, or political affiliation in programs, activities, services, benefits, or employment in connection with this Agreement.

(ii) Unless otherwise agreed to, School acknowledges that all SwingSubs are hourly, non-exempt employees and that School shall provide compliant meal and rest breaks to SwingSubs.

(iii) School shall provide a safe, clean work environment that complies with all applicable local, state and federal laws, including but not limited to, federal OSHA and equivalent state agency requirements. School agrees to treat SwingSubs in a manner similar to its own employees with respect to any situation which Swing Education cannot address due to the nature of the working relationship of the parties (e.g., Swing Education has no presence on or control of work sites); This includes but is not limited to providing SwingSubs with (i) adequate information, training, and safety equipment with respect to hazardous substances and any inherent dangers of the workplace (including known

violent students, as allowed by applicable law), (ii) emergency procedures, (iii) school rules and protocols, policies and procedures regarding student disciplinary actions, and confidentiality of student records, and (iv) any additional training appropriate to the needs, duties, responsibilities or knowledge unique to the School or otherwise different than would generally be appropriate in other Schools. School Requests will include and incorporate any required training time so that SwingSubs will be compensated for such training.

(iv) School shall promptly report to Swing any suspicious, unusual, inappropriate behavior or unsatisfactory performance and School and Swing will work together to conduct investigation(s) and take any necessary measures as appropriate and in compliance with all relevant laws.

(v) In order to provide certain SwingSubs who are obtaining the required initial or renewal State certifications, depending upon state requirements, School recognizes that it may be required to execute certificate/permit/license applications and other related documents, such as a criminal history request as a representative of or on behalf of the Company. If necessary, the School designates Swing as its designee to submit SwingSub credentials to the county or state department of education office to obtain the SwingSub certifications. School recognizes that it may be required to execute certain documents to allow Swing to perform its function as its designee.

School and Swing shall indemnify and hold each other harmless against and from any claims made or brought by a SwingSub or a third party as a result of the other party's breach of its obligations in this section except in case of a workers' compensation claim finding under which Swing Education's workers' compensation policy will govern.

**10. Third Parties and Subsidiaries.** School understands that Swing Education may use third parties, such as its own subsidiaries, as well as administrative organizations ("ASOs"), and professional employer organizations ("PEOs"), to carry out its obligations under this Agreement.

**11. Notices.** All notices required or permitted under this Agreement shall be in writing and shall be delivered by email or by nationally recognized overnight courier to the addresses set forth on the signature page of this Agreement. Notices shall be deemed given: (a) when sent by email, upon transmission without bounce-back error notification (or, if sent after 5:00 p.m. local time of the recipient, on the next business day); or (b) when sent by nationally recognized overnight courier, one (1) business day after deposit with the courier. Either party may change its notice address by providing written notice to the other party in accordance with this Section.

**12. Assignment.** Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed and shall be provided or denied within fifteen (15) business days of the requesting party's written request (failure to respond within such period shall be deemed consent); provided, however, that Swing Education may assign this Agreement without School's consent to an Affiliate or to a successor entity in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of Swing Education's assets, so long as the assignee assumes all of Swing Education's obligations under this Agreement. For purposes of this Section, "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with Swing Education, where "control" means the ownership of fifty percent (50%) or more of the voting securities or equivalent ownership interest of the controlled entity.

**13. Entire Agreement.** This Agreement constitutes the sole and entire agreement with respect to the subject matter contained herein, and supersedes all others, both written and oral, except as otherwise

explicitly provided above. This Agreement is valid only if signed by School within 60 days of the date this Agreement is first delivered to School by Swing Education.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

**SWING EDUCATION, INC.**

Matthew Cooper
CEO

Email:
customersuccess@swingeducation.com

Address:
2041 East St PMB 884, Concord California, 94520, US

**SCHOOL:**

X

Name:

Title:

Email:

Address:

## Exhibit A: Payment

Swing Education charges a Service Fee or Fees set as a percentage of the Daily Wage or Hourly Rate as applicable, according to the below:

(a) Swing Education will invoice School for Amounts Due on a regular basis. School shall pay all Amounts Due under each invoice within 30 days of the invoice date. Upon execution of this Agreement, Swing Education will invoice the School the Deposit Amount in the amount estimated to accurately approximate the School's total financial obligation (i.e., Amounts Due) for two months of usage of the Platform & Services (the "Deposit Amount"). School shall pay the Deposit Amount within thirty (30) days of the invoice date. If the Deposit Amount is not paid within 30 days, Swing Education reserves the right to suspend or terminate School's use of the Services, or switch the School to another payment option with a higher Service Fee, with notice. The Deposit Amount will be held by Swing Education against Requests that are made by School in the last two calendar months of the School year beginning on May 1 (the "Deposit Period"). During the Deposit Period, Swing Education will draw down against the Deposit Amount for Requests (Swing Education will provide regular usage statements, as a way of maintaining ongoing records). Any funds remaining of the Deposit Amount will be rolled over to the following school year unless: (i) School terminates the Agreement, in which case such funds will be Reimbursed within 30 days after termination, or (ii) School submits a request at www.swingeducation.com/support that such funds be reimbursed. Reimbursement request(s) should be submitted on or before May 31, in which case any remaining funds will be reimbursed as soon as is practical after the Deposit Period, and in no case later than June 30. No interest will accrue or be paid on any of the Deposit Amount, including the remaining funds reimbursed to School. If the Deposit Amount is insufficient to cover the Requests during the Deposit Period, Swing Education will invoice School and School will pay such invoices as provided for above. Swing Education will Invoice the School a Deposit Amount every July beginning the first July immediately proceeding the first Deposit Amount payment; That annual Deposit Amount may be adjusted as appropriate to accurately approximate School usage over two months, and School will pay the annual Deposit Amount within 30 days of Swing Education's Invoice and prior to any services being provided. All invoices submitted by Swing Education shall include the following, to the extent applicable: invoice date, dates of service, description of services provided, applicable daily &/or hourly rates, total payment due, and Swing Education's remittance address and contact information.

(b) Swing Education reserves the right to increase the Deposit Amount during a given school year in order to more accurately approximate School usage over two months based upon actual usage. In such case, Swing Education will invoice the School for the Additional Amount needed to meet the new Deposit Amount. If the Additional Amount is not paid within 30 days, Swing Education reserves the right to suspend or terminate School's use of the Services, or switch School to another payment option with a higher Service Fee, with notice.

(c) School and Swing will work together to decide which SwingSub roles will be designated as a Daily Wage role and which SwingSub roles will be designated as an Hourly Rate role.

(d) Swing Education will charge a Service Fee according to one of the below options:




☐ **Option 1 - Standard Pricing**

Under the Standard Pricing option, the Service Fee is 40%. Current sub pay rates and estimated total rates are indicated in the below chart for easy reference:

| Request Type | | Pay to Sub | Service Fee | Invoice Rate |
|---|---|---|---|---|
| Credentialed Substitute | Full Day | $290 | 40% | $406 |
| | Half Day | $145 | 40% | $203 |

| Request Type | | Pay to Sub | Service Fee | Invoice Rate |
|---|---|---|---|---|
| Long Term Credentialed Substitute | Full Day | $320 | 40% | $448 |
| | Half Day | $160 | 40% | $224 |

| Request Type | | Pay to Sub | Service Fee | Invoice Rate |
|---|---|---|---|---|
| Non-Credentialed Substitute | Full Day | $240 | 40% | $336 |
| | Half Day | $120 | 40% | $168 |

| Request Type | | Pay to Sub | Service Fee | Invoice Rate |
|---|---|---|---|---|
| Long Term Non-Credentialed Substitute | Full Day | $260 | 40% | $364 |
| | Half Day | $130 | 40% | $182 |

☐ **Option 2 - Volume Pricing**

Under the Volume Pricing option, the Service Fee is based on the volume of Filled Days per month. As used in this section, a "Filled Day" means each calendar day on which a SwingSub successfully fills all or any portion of a Request, regardless of whether the SwingSub works a Full Day or a Half Day. For Hourly Rate positions, each calendar day on which a SwingSub records compensable time shall constitute one Filled Day. Swing Education will charge a tiered Service Fee for each Request Filled according to the volume of Filled Days in the applicable month, as outlined below:

| Volume Tiers (applied monthly) | Discount | Total Service Fee | Filled Days Per Month Tier |
|---|---|---|---|
| Tier 1 | 0% | 40% | 0-50 |
| Tier 2 | -2% | 39% | 51-100 |
| Tier 3 | -4% | 38% | 101-150 |
| Tier 4 | -5% | 37% | 151-250 |
| Tier 5 | -6% | 36% | 251-400 |
| Tier 6 | -7% | 35% | 401+ |

**Please note:**

1. The Service Fee is calculated on a marginal basis: each Tier's rate applies only to the Filled Days within that Tier's range.
2. At the end of each month, Swing Education will calculate a single blended average Service Fee percentage, which will be applied uniformly across all Requests filled during that month.
3. Volume tiers reset at the beginning of each calendar month.
4. Unless otherwise specified, the current Request Type(s), Pay-to-Sub Rates per Hour (Hourly Rate), and Pay-to-Sub Rates per Day (Daily Wage) are those listed in the chart in the Standard Pricing section immediately above.

The Service Fee under the Volume Pricing option is determined monthly as a single blended percentage, calculated as follows:

Each volume tier's Service Fee percentage applies to the Filled Days that fall within that tier's range, as set forth in the table above. At the end of each calendar month, Swing Education will calculate a blended average Service Fee percentage by multiplying each tier's Service Fee percentage by the number of Filled Days within that tier's range, summing the results across all applicable tiers, and dividing by the total number of Filled Days for the month. The resulting blended average Service Fee percentage is the Service Fee for that month and will be applied uniformly to all Requests filled during that month, regardless of Request type, Daily Wage, or Hourly Rate. Volume tiers reset at the beginning of each calendar month. If a School who was already billed in a calendar month later reaches a higher volume tier (resulting in a lower blended average Service Fee for that month), Swing Education will reconcile any overpayment as follows:

(a) For Requests filled during that month that have not yet been invoiced, Swing Education will apply the correct blended average Service Fee for that month to such Requests on the applicable invoice;

(b) For Requests filled during that month that have already been invoiced at a higher Service

Fee, Swing Education will issue a credit memo reflecting the difference between the amount previously invoiced and the correct blended average Service Fee for that month, which credit memo will be applied to future invoices; and

(c) Swing Education will regularly review volume thresholds to ensure timely adjustments.

(f) **Late Payments.** Any invoice not paid within 30 days will be considered late. Late payments shall accrue interest at a rate equal to the lesser of 5 percent (5%) per month or the maximum rate permitted by applicable law, from due date until paid, plus Swing Education's reasonable cost of collection. If any invoice is not paid within 90 days, Swing Education also reserves the right to immediately suspend or terminate School from the Platform, or switch the School to an alternate payment plan, with notice.

# Coversheet

## Review and Consideration of Approval of Sub Teacher Source (Industry Specific Solution) Substitute Contract

**Section:** V. Business ll
**Item:** AC. Review and Consideration of Approval of Sub Teacher Source (Industry Specific Solution) Substitute Contract
**Purpose:** Vote
**Submitted by:**
**Related Material:** Amethod Public Schools- Updated Agreement.pdf

# Amethod Public Schools- Updated Agreement

## Educational Division Service Agreement

**THIS SERVICE AGREEMENT,** was entered between **Industry Specific Solutions, LLC (ISS), a Limited Liability Company** and the "CLIENT SCHOOL," as follows:

Quote created: June 8, 2026 Reference: 20260608-161757037

**Amethod Public Schools**
1450 Marina Way S
Richmond, California 94804

**Adrienne Barnes**
Chief Executive Officer
abarnes@amethodschools.org
510.751.6045

**The Schedule A Amendment executed on August 23, 2023, shall remain in full force and effect.**
CLIENT will pay an entity designated by ISS, for services rendered in the state of California as follows:

## Daily Substitute Rates

| Job Classes | All Inclusive Bill Rates |
|---|---|
| Daily Substitute Teachers | $445.00 |
| Building/District Substitute Teachers | $465.00 |
| Long Term Substitute Teachers | $485.00 |

## Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

**Adrienne Barnes**
abarnes@amethodschools.org

[ sig|req|signer1 ]

**LaRoy Williams**
lwilliams@isscompanies.com

[ sig|req|signer2 ]

**This quote expires on July 8, 2026**

Unless otherwise noted, this Agreement is perpetual from the date signed on page 1. The above bill rate includes all Contractor costs, including but not limited to, Individual State Department of Education Compliance, Administrative Costs, Liability, and Bonding Premium Payments. The bill rate will increase by 4% annually beginning on the subsequent new school year after the signing of this Agreement, regardless of the original signing date of this Agreement, but in all cases, within 12 months of the signing of this Agreement. Neither party is required to continue ordering or servicing, respectively at the conclusion date of this Agreement. Either party may terminate this Agreement upon providing sixty (60) days written notice.

ISS and CLIENT When/if applicable agree that during the effective term of the Agreement, ISS may increase worker pay, subject to the approval of the CLIENT. Such an increase shall be billed by ISS and paid by CLIENT by increasing the bill rates above under job classes. The term CLIENT shall include the CLIENT named on page 1 and any pricing schedules of this Agreement. It shall also include any affiliates, subsidiaries, parent companies, management companies, or related companies. In addition, related staffing or employment companies or professional employment organizations (PEO) companies hired to serve as the employing entity of the CLIENT as defined above shall be considered part of the CLIENT.

Fill Rate Accelerator: ISS uses an order management system identified as the Sub Teacher Source Absence Management System (STS). The Client has the option to increase the rate paid to the substitute for one day or multiple day assignments. This feature is designed to incentivize ISS staff to accept hard to fill CLIENT positions when specified. All increases initiated by the CLIENT will be paid to ISS staff and charged to CLIENT at the exact amount put in and will not include a markup.

**NOW, THEREFORE, the parties agree as follows:**

1. Service and Operation.
    1.1. CLIENT shall not hold ISS responsible or liable for failure to provide staff as requested if prevented by war, labor dispute, fires, acts of God, accidents, or any other causes beyond the control of ISS.
    1.2. Where an ISS substitute has been assigned or has accepted a position, CLIENT must provide a minimum of two (2) hours' notice prior to the start time of any order if that order is canceled. Failure to provide at least two (2) hours' notice for a canceled order will result in the minimum of 1/2-day sub pay rate being billed to the CLIENT.
    1.3. CLIENT agrees to complete a weekly timecard and submit an approved timecard to ISS indicating the time/assignment worked based on the assignment types and any additional pay for bonus, fill rate or overtime. Submission of an approved timecard authorizes ISS to execute payment to substitutes and to invoice CLIENT based on the time/assignment approved. CLIENT shall not be entitled to credits from ISS for errors in approvals, once approved timecards have been finalized, approved and sent to ISS.
    1.4. Substitute staff or any staff assigned at a daily rate or ½ daily rate will be billed to CLIENT for a minimum of ½ day of work for any hours up to 4 hours of work from the worker's reporting to an assignment. Any time that exceeds 4 hours from the worker's reporting will be billed at the full day rate as designated in the rate section of this Agreement.
    1.5. Substitute staff will be counted as Long-Term or Building/District Substitutes based on the initial request from CLIENT or if they are expected to fulfill the duties of a Long-Term Substitute or Building/District Substitute. If for any reason, substitutes are initially requested as daily substitutes or Building/District substitutes for the same classroom for 20 consecutive assignments, they will be deemed as a Long-Term Substitute on the next billable day (billing may be retroactive to this period if subsequently discovered to have met the conditions of a long-term assignment). If CLIENT orders a daily substitute or series of daily substitute orders (regardless of

any individual name) for the same district or school for 2 consecutive weeks, irrespective of the number of days worked, they will be classified as a Building/District Substitute, based on the duties and type of assignment on the following billing cycle.

1.6. Long Term Substitute duties may include, but are not limited to, the following:

The long-term substitute may be responsible for providing classroom coverage for a teacher who is absent for an extended period. The long-term substitute works the regular hours of the absent classroom teacher, if specified, during his/her absence. Essential Duties may include:

1.6.1. Teaches content and skills in subject area utilizing curriculum designated by the Client and other appropriate learning activities.

1.6.2. Develops lesson plans and supplementary materials compatible with the Client's instructional requirements provides individualized and small group instruction to adapt the curriculum to the needs of each student and subgroups of students.

1.6.3. Evaluates academic and social growth of students, prepares report cards, keeps appropriate records to include attendance reports, checklists, census forms, and other recordkeeping activities, as necessary.

1.6.4. Evaluates each student's progress in meeting the course standards.

1.6.5. Establishes and maintains standards of student behavior needed to provide an orderly, productive classroom environment.

1.6.6. Communicates with parents, counselors, and administration on student progress.

1.6.7. Supervises students in assigned out-of-classroom activities during the working day.

1.6.8. Participates in faculty committees and the sponsorship of student activities.

1.6.9. Administers testing in accordance with division testing practices.

1.7. The Building/District substitute is responsible for providing teaching or teacher support to any class in need, except classes requiring special training or certification. CLIENT is responsible for directing the Building/District substitute to the class or building in need of support. The Building/District Substitute is responsible for providing classroom coverage for a teacher that is absent for a short period of time and to work the regular hours of that teacher. If the Building/District substitute is serving in the capacity of a District substitute, the substitute is responsible for floating to school buildings within the district that may be in need, on any given day and will be directed by appropriate district/school staff as to the location of the school and details of the assignment. If any school or district has a consecutive period of ordering at least 1 daily open substitute for a total of 10 consecutive working days, ISS will automatically open a position as a Building/District Substitute, and once that position is filled, the length of service for that filled position will initially be scheduled as a 20-working day cycle. The school can extend that position for as long as they believe the position is needed. If that Building/District substitute serves in the same classroom for 20 consecutive assignments, they will be deemed as a Long-Term Substitute, and the assignment will be switched to Long Term. All staff Classified as District Subs will be billed to the Administration Building or an alternative home building location and allocated internally by CLIENT for accounting purposes.

1.8. If applicable, a paraprofessional substitute may be responsible for providing small group or one-on-one support, assisting a teacher with lessons or classroom activities, and performing related instructional duties as directed by the school administration or supervisory staff. This

includes, but is not limited to, facilitating educational tasks, reinforcing learning concepts, and ensuring a supportive classroom environment conducive to student learning. The paraprofessional will function primarily as an instructional assistant, aiding in educational settings under the supervision of certified staff. Paraprofessional substitutes are not authorized to undertake certain responsibilities. These include toileting or diaper changing duties, safe sleep practices, feeding, leading whole group instruction, developing whole group lesson plans, and intervening in severe behavior situations. Such tasks remain the responsibility of certified teachers or designated personnel trained for these specific roles.

2. Fees

2.1. CLIENT shall pay to ISS ALL CHARGES on or before the due date of each invoice, (as billed and with attached approved staff timecards, signifying CLIENT approval of billed staff time) through the STS portal. ISS will update the CLIENT of the payment entity that will receive banking transactions or receive payment from the CLIENT and this company may be different from ISS. Invoices will be emailed weekly no later than each Wednesday. **All invoice payments must be received by ACH Electronic Payment initiated by CLIENT and received by ISS within fourteen (14) calendar days after receipt of weekly invoice.** ISS reserves the right to cancel or suspend services to client schools with unpaid balances beyond the terms outlined above. In the event of chronic non-funded or late transactions, ISS may declare a material breach of this Agreement and terminate the Agreement.

At the conclusion of the normal school year, all outstanding invoices must be paid in full by the due date established above. ISS shall have the right to terminate subsequent year services to CLIENT if any invoice is unpaid by the due date established in this agreement, inclusive of the final invoice for the school year.

Payments for any Conversion fees associated with the substitute hiring (conversion) or provision contained in Section 5 shall be due within seven (7) Calendar days after invoicing, regardless of regular service payment terms and shall be non-refundable.

If a payment is received and is returned due to non-sufficient funds (NSF), all bank charges and fees associated with any NSF or non-payment or $50, whichever is greater, will be charged to CLIENT. If weekly invoice payments are not received within seven days after the due date of the invoice, CLIENT will be responsible for a five percent (5%) fee on all unpaid funds. Additionally, any payments that are not received 30 days past the original due date of the invoice will be subject to late charges based on 2% per month on invoices meeting this specification. This provision does not prevent ISS from cancelling or suspending services and any charges under this provision are separate from, and in addition to any collection expenditures charged back to CLIENT. These charges where applicable shall revert to the maximum usury rate allowed by law, if lower.

CLIENT will be responsible for any fees that ISS incurs for outside collection agencies, attorneys, court or arbitration fees along with an administrative fee of a minimum of $200 or 5% of the outstanding amount owed, whichever is higher.

All approved timecards or electronic approval of weekly timecards must be submitted within STS, for each assigned substitute or other personnel provided is due to ISS no later than 5 pm on each Friday. If weekly timecards are not approved and returned to ISS via STS by Monday at 10 am, for ISS substitutes or other personnel supplied to CLIENT, ISS reserves the right to suspend services until payroll approval has been given by the Client.

2.2. All Substitute Teachers classified as long-term or long-term building substitutes shall be entitled to all originally assigned days declared as Building Closure days at the school or district determined to be closed by Building Closure. Paid closure days will be based on the school/district closing for a declared building closure for weather or maintenance issues and notification to ISS. ISS will bill for these closure days at the normal billing rate for the classification of that substitute teacher.

2.3. All hourly workers will be paid at 1.5 times their regular rate of pay for hours worked over Eight (8) hours per day and 40 hours per week or at their daily rate of pay, or at the daily overtime equivalent rate based on CLIENT's daily bill rate.

3. Unsatisfactory Performance and Termination of Contractors

3.1. The CLIENT shall report and give notice to ISS of all concerns regarding the conduct or performance of workers supplied to the CLIENT by ISS as soon as possible.

3.2. The CLIENT reserves right to reject any teacher/staff member referred to the CLIENT by ISS, in which case such teacher/staff member shall not be assigned to work at CLIENT.

4. Administration

4.1. It is understood and agreed that ISS is an independent contractor. ISS is responsible for all applicable administrative employment matters. ISS shall pay all applicable salaries, wages, benefits, payroll, and other taxes to or on account of such employee arising out of or resulting from services performed pursuant to this Agreement. CLIENT shall not be liable for the payment of any such salaries, wages, benefits, payroll, or other taxes to or on account of any such employee. ISS staff shall not receive any compensation, benefits, or other amenities in any form from CLIENT, including but not limited to mileage and conference fees. Direct compensation received from CLIENT that has not been approved by ISS, will be interpreted as an unauthorized attempt at conversion and will subject CLIENT to the highest fees stated in section 5, regardless of the number of days completed by that substitute. ISS agrees to hold CLIENT harmless from all out-of-pocket expenses of CLIENT, which CLIENT may suffer because of ISS' failures with respect to the above.

4.2. ISS will comply with all applicable federal, state, and local laws concerning its staff, including, but not limited to, tax laws, laws relating to discrimination, workers compensation, and state Specific Department of Education requirements to work in a the individual state’s public school system, including but not limited to, licenses and certifications as required by the position and providing the information required for the state specific Department of Education. ISS shall work with the Client School in providing all the necessary records needed, at the Client School's request, to meet compliance review audits as required by the Individual State Department of Education, Authorizer, and/or federal and state governments.

4.3. In any state that requires FBI maintained Criminal History Record Information (CHRI) and those records are not housed and managed by a state agency or state law enforcement agency, CLIENT agrees to process “CHRI” fingerprint background information as required by that state department of education or appropriate law enforcement agency responsible for directing those

activities. CLIENT will act and perform duties of a Local Agency Security Officer (LASO) and ISS will be directed to interact with appropriate CLIENT staff serving in that capacity. Upon submission of CHRI submission documents to CLIENT by ISS on behalf of intended staff, CLIENT will immediately issue a “Red Light/Green Light” letter or a similar document indicating the eligibility status of any ISS submitted candidate as it relates to criminal background checks. CLIENT will immediately update ISS upon the successful processing of this data. CLIENT will also in its capacity as LASO, perform fingerprint transfer services for requesting districts for any ISS staff members that are included under CLIENT for LASO services and where CLIENT appointed staff receive a proper fingerprint transfer request. CLIENT staff will maintain CHRIS documentation and update ISS of any subsequent status changes for any ISS staff members that are included under CLIENT for LASO services, including any notifications indicating that staff has become ineligible to provide substitute staffing services. ISS will seek to function as its own LASO in states that allow staffing agencies to do so and where ISS meets the conditions of the office.

4.4. ISS Staff

4.4.1. ISS shall process and pay its staff from ISS' own account, based upon reported hours by CLIENT with respect to the work assignments performed by ISS' workers.

4.4.2. Administration and payment of any applicable workers' benefit plans adopted by ISS and workers' compensation insurance.

4.4.3. COBRA compliance and continuation of health benefits to terminated staff members and dependents of ISS who qualify as applicable.

4.4.4. Completion, reporting, and maintenance of payroll and benefit records, except for recordation of actual hours or days worked for CLIENT, which shall be kept and verified by CLIENT.

4.5. ISS agrees to be responsible for workers' compensation insurance for the staff members assigned to work at CLIENT. If any workers' compensation claim is asserted against CLIENT, CLIENT shall notify ISS within ten (10) days of receipt of claim.

4.6. CLIENT agrees to use the STS portal as its management tool for order entry, order cancellation, timesheet review and approval, and other substitute staffing order management functions. CLIENT also agrees that it will use the STS portal as its sole source for receipt of substitute qualification file submission, related to ISS staff at CLIENT schools. CLIENT shall indicate staff that will be responsible to utilize the STS portal and will not authorize any person outside of District employees and will not authorize any CLIENT employees that do not have a functional need and duty to utilize the STS portal.

4.7. Client recognizes that ISS staff assigned are placed for instructional duties primarily and are not to be re-assigned to roles with primary responsibilities related to janitorial, cleaning, lunch roles, athletic coaching, chaperone duties, preschool childcare, toileting and diaper changing, etc. Additionally, ISS staff will not participate in active athletic participation for any gym or recess activities. CLIENT recognizes that their roles are purely instructional in those instances.

4.8. CLIENT will direct all non-emergency injuries to its school nurse or other assigned school medical professional staff, prior to dispatch to medical clinics or urgent care centers. CLIENT will complete an incident report and immediately contact ISS upon any report of an injury to ISS assigned staff.

4.9. CLIENT school shall be responsible for loss or damage to equipment, computer equipment and software, school documents or other materials furnished by the Client school to ISS substitutes, which may be used on school property or taken off school property. ISS is not liable for any losses or damage to any machinery, equipment, computer hardware, software or any other school property.

4.10. CLIENT agrees to review the photo ID of each arriving substitute teacher to confirm that the arriving substitute teacher matches the assigned substitute teacher. Picture IDs are included in STS.

5. Prohibition Against Hiring or Contracting

5.1. CLIENT recognizes that ISS will incur various costs and expenses related to recruitment, certification, and qualification of staff assigned to CLIENT by ISS. CLIENT agrees that it will not, directly or indirectly, solicit or employ any staff members of ISS or induce any of ISS' staff to leave ISS' employment. This provision and related language under item 5 and sub-provisions thereof and covers any form of employment or contracting directly or indirectly with CLIENT or affiliates whether during business hours or outside of business hours, whether related to the assignment classification or un-related. Prohibitions under item 5 and sub-provisions thereof also include the prohibition of directing of ISS staff to other contractors or vendors of CLIENT, serving in any capacity for CLIENT to diminish or eliminate ISS' ability to conduct commerce with CLIENT or other ISS clients and not have interference with its relationship between ISS and the appointed staff to CLIENT. If ISS staff initiates interest or conversations regarding open positions at the CLIENT or any affiliate of CLIENT or any contractor of CLIENT as they may become aware of while working at CLIENT location or remotely for CLIENT, CLIENT will refrain from engaging in such discussions and will refer ISS staff member to appropriate ISS representatives as well as update ISS as to the nature of the inquiry. All violations of the prior circumstances or similar circumstances will subject the CLIENT to the fees outlined in section 5.2 of this Agreement.

5.2. If CLIENT or any affiliate or related party of CLIENT employs, solicits, discusses, or directs ISS staff member to other vendors, agencies or any other arrangement of providing services to CLIENT other than through the contractual arrangement between ISS and CLIENT without prior ISS approval, either directly or indirectly prior to the staff member(s) completing a minimum of 160 working days within three (3) consecutive school semesters and proper notice to ISS, CLIENT agrees to pay STS $17,500 dollars per staff member hired, solicited or directed by your organization, which shall represent reimbursement to ISS for the costs and expenses incurred as noted above. CLIENT must notify and give at least 30 days' notice of its intent to convert ISS staff whether the staff member has fulfilled the time requirement or not.

5.3. CLIENT shall be given the option to hire a contracted ISS staff member through ISS once that staff member completes a minimum of 90 working days, but less than 160 working days within the same school year. CLIENT agrees to pay ISS $7,500 dollars per staff member hired during a communicated plan with the appropriate ISS Management and codified in writing. If CLIENT employs, solicits, discusses, or directs any ISS staff member to other vendors, agencies or any other arrangement of providing services to CLIENT other than through the contractual arrangement between ISS and CLIENT or without the prior knowledge and approval of ISS, CLIENT will be subject to the fees outlined in section 5.2 of this Agreement. CLIENT must notify and give at least 30 days' notice of its intent to convert ISS staff whether the staff member has fulfilled the time requirement or not.

5.4. If any current or prior staff of ISS that has been introduced to CLIENT, including but not limited to a placement for an assignment or interview, terminates their work relationship with ISS voluntarily or involuntarily, CLIENT or any affiliate or related party of CLIENT shall be prohibited from hiring such Contractor for a period of one (1) year following the conclusion of the last day of their work relationship with ISS whether placed at CLIENT or any affiliate or related party of CLIENT or any other CLIENT of ISS at the time of termination. Violation of this clause will make the Client subject to the fees referenced in section 5.2 of this Agreement.

5.5. Direct Hire Services- Prior to the introduction of a staff member from ISS to CLIENT, CLIENT may opt to hire staff directly from a current pool of ISS educational staff members or candidates that ISS is engaged to recruit for specific positions for CLIENT. In those cases, CLIENT agrees to a fee arrangement of 25% of the first year agreed to salary or annualized compensation for an hourly employee. In all cases, this fee will be at a minimum of $10,000, regardless of the negotiated compensation. CLIENT will be allowed one replacement if requested in the first 60 days of employment and with the timely payment of Direct Hire Fees. Any hiring request must be in writing and accompanied by a job description, compensation package, start date and hiring protocol of CLIENT. If CLIENT refuses to conduct an active and engaged selection process in the estimation of ISS, the engagement for that position may be discontinued by ISS without any further responsibilities by ISS for continued search or recruiting efforts by ISS, solely based on the judgement of ISS. Specialized searches and Executive level searches that CLIENT may request would be outside of the scope of this agreement and would require an amendment to this agreement. Staff members that have been assigned to CLIENT prior to the request to consider for a position covered under this section will be referred to sections 5.1 through 5.4. CLIENT may not consider staffing management personnel, such as account managers, recruiters, payroll and accounting representatives and others responsible for delivering overall staffing services to CLIENT, for direct hire or other employment relationships, without the written approval of Senior Management of ISS.

6. Student Records ISS understands that it may have access to Client School's student records and other personally identifiable information regarding its students ("education records") that are protected by the Family Educational Rights and Privacy Act of 1974 ("FERPA"), 20 U.S.C. §1232(g), and its implementing regulations, 34 C.F.R. §99.1 et seq. ISS warrants that all substitutes are provided with and instructed on the requirements of FERPA.

7. Indemnification To the extent permitted by law, the Client School will defend, indemnify and hold harmless ISS and all its officers, managers, members, Contractors, agents, and representatives from and against any and all claims, liabilities, damages, losses, costs, and expenses (including litigation expenses and reasonable attorneys' fees) arising out of or resulting from the breach of any representation, warranted by the CLIENT school of this Agreement. CLIENT will indemnify ISS for any bodily injury claims asserted by students, their parents or representatives, CLIENT personnel or business invitees or other third parties from actions of assigned staff by ISS. These indemnification obligations shall survive termination of the Agreement.

8. Insurance ISS or its affiliates shall present evidence to the Client School that it maintains the requisite insurance. The insurance policy shall provide that the Client School receives from the insurer a minimum of thirty (30) days written notice of termination or change of said policies. The Client School shall be named as additional insured. ISS shall maintain the following insurance:

8.1. General Liability-ISS shall maintain separate general liability insurance, as applicable. General liability insurance must have at least $1,000,000 coverage per occurrence.

8.2. Workers Compensation- ISS shall maintain separate workers' compensation insurance. ISS shall present evidence to CLIENT that it maintains the requisite insurance.

8.3. Umbrella Liability if applicable-If Contractor is providing transportation to students, ISS shall maintain separate umbrella liability insurance, as applicable. Umbrella liability insurance must have at least a $2,000,000 limit per occurrence

9. Arbitration Any and all disputes between the parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement shall first be communicated in writing to the other party and mutually discussed between the parties with an opportunity to cure. If no resolution can be ascertained through that mutual discussion, then the matter will be submitted to a single arbiter mutually agreed upon by the parties, or if no single arbiter can be agreed upon, an arbiter shall be selected in accordance with the rules of the American Arbitration Association and such dispute, difference, or disagreement shall be settled by arbitration in accordance with the then prevailing Commercial Rules of the American Arbitration Association.

9.1. The arbitration shall be conducted at the Detroit office of the American Arbitration Association. Any award, order, or judgment made pursuant to the arbitration shall be deemed final and may be entered by either party in any court having authority over the enforcement of the award or judgment. The parties agree to submit to the jurisdiction of any appropriate court for purposes of enforcement of the award, order, or judgment.

9.2. The arbitrator's award, which shall include a written explanation as to the final decision and award, shall be final and binding.

10. Interpretation Competent businesspersons are entering into this Agreement, and the parties have reviewed this Agreement. Therefore, any ambiguous language will not be construed against the drafter of this Agreement. The parties intend that this Agreement shall be construed and interpreted in a consistent manner.

11. Reasonable Attorney and Arbitration Filing Fees If a dispute arises between the CLIENT and ISS, the prevailing party may be awarded reasonable attorney fees and costs as well as Arbitration Filing and Registration fees incurred while advocating its case.

12. Governing Law This Agreement shall be construed in accordance with Michigan law.

13. Entire Agreement and Amendments This Agreement constitutes the entire Agreement between the parties with respect to the subject matter, and no other agreement, statement, promise or practice between the parties expands or alter the terms of this Agreement. Only a written instrument signed by the parties may modify this Agreement.

14. Partial Invalidity Should any term, warrant, covenant, condition or provision of this Agreement be held to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect as if the unenforceable part did not exist.

15. Captions The captions and paragraph headings in this Agreement are for reference only and shall not be considered in the interpretation of this Agreement.

16. Modifications No changes or modifications of this Agreement shall be valid unless it is in writings and signed by both parties.

17. Contagious Disease Provisions At any school or district requiring placed staff to work from a district or school facility where students or staff are present in addition to ISS placed staff members, and the following shall apply. If any placed staff is forced to quarantine at home and is unable to work from

home (due to illness symptoms related to a declared local or national communicable disease outbreak or other Federal Center for Disease Control health outbreak warning) while on assignment at the school/district, where the exposure can be directly traced to the school/district, CUSTOMER will be billed for that staff member's equivalent assignment category for the period recommended by the state health department or Centers for Disease Control in the absence of State Health Department guidance. If any placed staff is notified after the period of their assignment that there was a potential exposure during their assignment at the school/district that necessitates a period of quarantine, CUSTOMER will be billed for that staff member's equivalent assignment category for the period recommended by the state health department or Centers for Disease Control in the absence of State Health Department guidance. CLIENT will immediately notify ISS of any outbreaks at that district or school, occurring within the School District, whether occurring on a student, staff member, or vendor that has been in contact with the district. CLIENT will also enforce the State Health Department best practices and provisions to reduce infection transmission, such as hand washing, mask wearing and social distancing. CLIENT will maintain an adequate supply of masks, hand sanitizer, bathroom soap, etc., to accomplish the safety precautions needed to reduce the spread of infections, including COVID 19.

18. Clause Survivability Past Agreement Termination Clauses 2,5,7,9,10,11,12, 14 and 17 shall apply and survive the termination of this Agreement and any other subsequent agreements unless otherwise agreed to in writing.

END OF AGREEMENT

**Questions? Contact me**



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# Coversheet

## Review and Consideration of Approval of Aya Healthcare 2026-27 Master Contract

| | |
|---|---|
| **Section:** | V. Business II |
| **Item:** | AD. Review and Consideration of Approval of Aya Healthcare 2026-27 Master Contract |
| **Purpose:** | Vote |
| **Submitted by:** | |
| **Related Material:** | ED-MSA(AmethodPSSELPA-Aya)26-27.AyaSigned.pdf |

# *NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES*

# *MASTER CONTRACT*

# ***2026-2027***

# Master Contract

**GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES**

**LEA** AMETHOD PUBLIC SCHOOLS

Contract Year 2026-2027

____ Nonpublic School

X Nonpublic Agency

**Type of Contract:**

X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

____ Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

____ Interim Contract: an extension of the previous fiscal year's approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for no more than 90 days after June 30, 2027 at the sole discretion of the LEA. Expiration Date:_____

***When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.***

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**2026-2027** **CONTRACT NUMBER:**

**LOCAL EDUCATION AGENCY:** Amethod Public Schools

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**
Aya Healthcare, Inc.

# NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

## GENERAL PROVISIONS

### 1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2026, between Amethod Public Schools, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado Charter SELPA and Aya Healthcare, Inc. (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, 2026, to June 30, 2027 (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, 2027 (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

CONTRACTOR or LEA may terminate this Master Contract or an ISA for cause. "Cause" shall not include the availability of a public class initiated during the period of the contract or student behaviors known to CONTRACTOR at the time of student's placement, unless the parent and LEA agree to a change of student's placement at an IEP team meeting, or pursuant to lawful order from an administrative agency or court of competent jurisdiction.

To terminate the Master 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. 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 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 year calendar with the total number of billable days not to exceed one hundred and eighty (180) days for the regular school year, plus twenty (20) extended school year billable days or the equivalent number of days as the LEA's extended school year calendar, if different. 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. CONTRACTOR must submit any calendar changes to LEA in writing at least ten (10) business days prior to proposed change in order to be eligible for payment based upon the new calendar, if approved. 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 or ISA, 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 sections 49000, *et seq.,* 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 state and federal law and 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.

Emergency interventions are those interventions used with a student during the time they present a serious, dangerous behavior that staff has determined to be present a clear and present danger to self or others, which requires a non-violent physical intervention to protect the safety of student, self, or others that cannot be prevented by use of a less restrictive technique. 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 intervention is used ; or when 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. A behavior emergency report form must be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone. If the student's IEP

does not contain a BIP, CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If applicable, the IEP team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. If the student already has a BIP, and the incident involved a previously unseen or new serious behavior, or if preexisting behavioral interventions in the BIP were ineffective, CONTRACTOR shall schedule with LEA an IEP meeting to review and determine the need to modify the BIP.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities;
6. prone restraint;
7. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
8. an intervention that precludes adequate supervision of the individual;
9. 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 staff member'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. Use prone restraint, including but not limited to prone containment.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

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

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

**31. STUDENT DISCIPLINE**

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

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

If CONTRACTOR is an NPS, CONTRACTOR shall ensure private and confidential communication, including telecommunication, between a pupil of the NPS and members of the pupil's IEP team and the CDE's Constituent Services Office, at the pupil's discretion.

**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.

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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.); 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; and shall submit to all monitoring requirements specific to out-of-state NPS contractors set forth in Education Code 56366.1 and Section 43 below

**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; 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) and (k) as applicable. This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance, as well as pupil perceptions, progress, and concerns, as required by law. 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, a walkthrough of the facility, and, for a pupil placed in an NPS located outside of California, an in-person interview with the pupil, in a manner consistent with the pupil's IEP, to evaluate the pupil's health and safety. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE, using the "Local Educational Agency Onsite Visit for Nonpublic School" form developed and published by the department on CDE's internet website,

including additional findings required by the CDE specific to NPS located outside California, if applicable, within 60 calendar days of the onsite visit.

If CONTRACTOR is an NPS located outside of California, the LEA or SELPA shall conduct at least quarterly check-ins with a pupil placed by the LEA pursuant to a master contract, through an unmonitored telephone call, in a manner consistent with the pupil's IEP.

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 student(s) placed by the LEA, 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 employees.

**57. RIGHT TO WITHHOLD PAYMENT**

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

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

determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

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

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

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

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

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

## 58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

## 59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth ($5^{th}$) 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 their regular attendance, until an alternative placement can be found and CONTRACTOR shall implement LEA student's 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 CONTRACTOR shall implement LEA student's 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.

**64. PAYMENT FOR ROOM AND BOARD**

When CONTRACTOR is an NPS associated with an RTC (NPS/RTC), CONTRACTOR shall be eligible for Room and Board payments on dates that the student was actually in attendance and received Room and Board services, payable for up to a maximum of 365 billable days or 366 days during a leap year, which may include a maximum of ten (10) days per Contract year when the student's bed is unoccupied due to home visits of a therapeutic nature, unless otherwise mutually agreed upon by CONTRACTOR and LEA. Any payment for additional days in special circumstances, such as a student's hospitalization or extended home visits exceeding ten (10) days in a Contract year, requires prior written approval from both the LEA and the CONTRACTOR.

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, 2026 and terminates at 5:00 P.M. on June 30, 2027, unless sooner terminated as provided herein.

| **CONTRACTOR** | **LEA** |
|---|---|
| Aya Healthcare, Inc.<br>**Nonpublic School/Agency** | Amethod Public Schools<br>**LEA Name** |
| **By:** _____ 6/4/2026<br>**Signature** **Date** | **By:** _____<br>**Signature** **Date** |
| Peter Kaufman - EVP, Enterprise Services<br>**Name and Title of Authorized Representative** | _____<br>**Name and Title of Authorized Representative** |

| **Notices to CONTRACTOR shall be addressed to:** | **Notices to LEA shall be addressed to:** |
|---|---|
| **Name and Title**<br>Attn: Facility Contracts, CC: Attn: Legal | **Name and Title** |
| **Nonpublic School/Agency/Related Service Provider**<br>Aya Healthcare, Inc. | **LEA**<br>Amethod Public Schools |
| **Address**<br>5930 Cornerstone Court West, Suite 300 | **Address** |
| **City** **State** **Zip**<br>San Diego CA 92121 | **City** **State** **Zip** |
| **Phone** **Fax**<br>(866) 687-7390 (866)687-7393 | **Phone** **Fax** |
| **Email**<br>facilitycontracts@ayahealthcare.com | **Email** |

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

| |
|---|
| **Name and Title** |
| **Address** |
| **City** **State** **Zip** |
| **Phone** **Fax** |
| **Email** |

**EXHIBIT A: 2026-2027 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Aya Healthcare, Inc.
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: SEE RATE SHEET ATTACHED.

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

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



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

## Educational Services Division – Rate Sheet for Special Education

**Amethod Public Schools** – Starting Hourly Rate Ranges

| Profession / Specialty | Regular hourly rate ranges: | |
|---|---|---|
| **Behavioral Therapy** | | |
| Registered Behavior Technician (RBT) | $55.00 | $75.00 |
| Board Certified Behavior Analyst (BCBA) | $95.00 | $115.00 |
| **Therapy** | | |
| Speech Language Pathologist (SLP) | $110.00 | $140.00 |
| Speech Language Pathologist (SLP) CFY | $105.00 | $135.00 |
| Speech Language Pathologist Assistant (SLPA) | $75.00 | $95.00 |
| Occupational Therapist (OT) | $105.00 | $135.00 |
| Certified Occupational Therapist Assistant (COTA) | $75.00 | $95.00 |
| Physical Therapist (PT) | $102.00 | $130.00 |
| Physical Therapist Assistant (PTA) | $75.00 | $95.00 |
| **Mental Health / Counseling Services** | | |
| School Psychologist | $115.00 | $145.00 |
| School Social Worker | $95.00 | $115.00 |
| School Counselor | $85.00 | $105.00 |
| **Teaching / Instruction** | | |
| Special Education Teacher | $105.00 | $125.00 |
| Teacher of the VI / DHH | $115.00 | $135.00 |
| **Nursing** | | |
| Certified School Nurse (CSN) | $100.00 | $120.00 |
| Registered Nurse (RN, BSN) | $95.00 | $115.00 |
| LPN/LVN | $65.00 | $75.00 |
| Certified Nursing Assistant (CNA) | $55.00 | $65.00 |
| **Support / Other Services** | | |
| Paraprofessionals / Instructional Aides | $50.00 | $65.00 |

*All rates can be adjusted and are subject to written agreement and approval by Aya Healthcare and the partnering facility.

**EXHIBIT B: 2026-2027 ISA**

# INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2026 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

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

Address _____ City _____ State/Zip _____

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

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

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

AGREEMENT TERMS:

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

2. *Nonpublic School*: The number of school days in the calendar of the school year are: _____ during the regular school year _____ during the extended school year

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

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

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

B. RELATED SERVICES:

| SERVICE | Provider | | | # of Times per wk/mo/yr., Duration; or per IEP; or as needed | Cost per session | Maximum Number of Sessions | Estimated Maximum Total Cost for Contracted Period |
|---|---|---|---|---|---|---|---|
| | LEA | NPS | OTHER Specify | | | | |
| Intensive Individual Services (340) | | | | | | | |
| Language/Speech Therapy (415)<br>a. Individual<br>b. Group | | | | | | | |
| Adapted Physical Ed. (425) | | | | | | | |
| Health and Nursing: Specialized Physical Health Care (435) | | | | | | | |
| Health and Nursing Services: Other (436) | | | | | | | |
| Assistive Technology Services (445) | | | | | | | |
| Occupational Therapy (450) | | | | | | | |
| Physical Therapy (460) | | | | | | | |



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| SERVICE | Provider | | | # of Times per wk/mo/yr., Duration; or per IEP; or as needed | Cost per session | Maximum Number of Sessions | Estimated Maximum Total Cost for Contracted Period |
|---|---|---|---|---|---|---|---|
| | LEA | NPS | OTHER Specify | | | | |
| Individual Counseling (510) | | | | | | | |
| Counseling and guidance (515). | | | | | | | |
| Parent Counseling (520) | | | | | | | |
| Social Work Services (525) | | | | | | | |
| Psychological Services (530) | | | | | | | |
| Behavior Intervention Services (535) | | | | | | | |
| Specialized Services for Low Incidence Disabilities (610) | | | | | | | |
| Specialized Deaf and Hard of Hearing Services (710) | | | | | | | |
| Interpreter Services (715) | | | | | | | |
| Audiological Services (720) | | | | | | | |
| Specialized Vision Services (725) | | | | | | | |
| Orientation and Mobility (730) | | | | | | | |
| Braille Transcription (735) | | | | | | | |
| Specialized Orthopedic Service (740) | | | | | | | |
| Reader Services (745) | | | | | | | |
| Note Taking Services (750) | | | | | | | |
| Transcription Services (755) | | | | | | | |
| Recreation Services (760) | | | | | | | |
| College Awareness Preparation (820) | | | | | | | |
| Vocational Assessment, Counseling, Guidance and Career Assessment (830) | | | | | | | |
| Career Awareness (840) | | | | | | | |
| Work Experience Education (850) | | | | | | | |
| Mentoring (860) | | | | | | | |
| Agency Linkages (865) | | | | | | | |
| Travel Training (870) | | | | | | | |
| Other Transition Services (890) | | | | | | | |
| Other (900)J | | | | | | | |
| Other (900) | | | | | | | |
| Transportation-Emergency b. Transportation-Parent | | | | | | | |

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

*ESTIMATED MAXIMUM RELATED SERVICES COST$* _____

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

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

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

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)

# Coversheet

## Review and Consideration of Approval of Ed Sped Solution 2026-27 Master Contract

| | |
|---|---|
| **Section:** | V. Business II |
| **Item:** | AE. Review and Consideration of Approval of Ed Sped Solution 2026-27 Master Contract |
| **Purpose:** | Vote |
| **Submitted by:** | |
| **Related Material:** | Ed Sped Solutions 2026-2027 Master Contract_Final.pdf |

# *NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES*

# *MASTER CONTRACT*

# ***2026-2027***

# Master Contract

**GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES**

**LEA** AMETHOD PUBLIC SCHOOLS

Contract Year 2026-2027

____ Nonpublic School

x Nonpublic Agency

**Type of Contract:**

x Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

____ Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

____ Interim Contract: an extension of the previous fiscal year's approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for no more than 90 days after June 30, 2027 at the sole discretion of the LEA. Expiration Date:_____

***When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.***

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**2026-2027** **CONTRACT NUMBER:**

**LOCAL EDUCATION AGENCY: Amethod Public Schools**

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**
**Ed Sped Solutions, Inc.**

# NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

## GENERAL PROVISIONS

### 1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2026, between Amethod Public Schools, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado SELPA and Ed Sped Solutions, Inc. (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, 2026, to June 30, 2027 (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, 2027 (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

CONTRACTOR or LEA may terminate this Master Contract or an ISA for cause. "Cause" shall not include the availability of a public class initiated during the period of the contract or student behaviors known to CONTRACTOR at the time of student's placement, unless the parent and LEA agree to a change of student's placement at an IEP team meeting, or pursuant to lawful order from an administrative agency or court of competent jurisdiction.

To terminate the Master 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. 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 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 year calendar with the total number of billable days not to exceed one hundred and eighty (180) days for the regular school year, plus twenty (20) extended school year billable days or the equivalent number of days as the LEA's extended school year calendar, if different. 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. CONTRACTOR must submit any calendar changes to LEA in writing at least ten (10) business days prior to proposed change in order to be eligible for payment based upon the new calendar, if approved. 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 or ISA, 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 sections 49000, *et seq.,* 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 state and federal law and 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.

Emergency interventions are those interventions used with a student during the time they present a serious, dangerous behavior that staff has determined to be present a clear and present danger to self or others, which requires a non-violent physical intervention to protect the safety of student, self, or others that cannot be prevented by use of a less restrictive technique. 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 intervention is used ; or when 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. A behavior emergency report form must be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If applicable, the IEP team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. If the student already has a BIP, and the incident involved a previously unseen or new serious behavior, or if preexisting behavioral interventions in the BIP were ineffective, CONTRACTOR shall schedule with LEA an IEP meeting to review and determine the need to modify the BIP.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities;

6. prone restraint;
7. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
8. an intervention that precludes adequate supervision of the individual;
9. 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 staff member'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. Use prone restraint, including but not limited to prone containment.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

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

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

## 31. STUDENT DISCIPLINE

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

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

If CONTRACTOR is an NPS, CONTRACTOR shall ensure private and confidential communication, including telecommunication, between a pupil of the NPS and members of the pupil's IEP team and the CDE's Constituent Services Office, at the pupil's discretion.

## 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.

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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.); 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; and shall submit to all monitoring requirements specific to out-of-state NPS contractors set forth in Education Code 56366.1 and Section 43 below

## 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; 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) and (k) as applicable. This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance, as well as pupil perceptions, progress, and concerns, as required by law. 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, a walkthrough of the facility, and, for a pupil placed in an NPS located outside of California, an in-person interview with the pupil, in a manner consistent with the pupil's IEP, to evaluate the pupil's health and safety. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE, using the "Local Educational Agency Onsite Visit for Nonpublic School" form developed and published by the department on CDE's internet website, including additional findings required by the CDE specific to NPS located outside California, if applicable, within 60 calendar days of the onsite visit.

If CONTRACTOR is an NPS located outside of California, the LEA or SELPA shall conduct at least quarterly check-ins with a pupil placed by the LEA pursuant to a master contract, through an unmonitored telephone call, in a manner consistent with the pupil's IEP.

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 student(s) placed by the LEA, 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 employees.

**57. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid

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

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

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

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

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

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

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

**58. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use

the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

## 59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth ($5^{th}$) 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 their regular attendance, until an alternative placement can be found and CONTRACTOR shall implement LEA student's 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 CONTRACTOR shall implement LEA student's 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.

**64. PAYMENT FOR ROOM AND BOARD**

When CONTRACTOR is an NPS associated with an RTC (NPS/RTC), CONTRACTOR shall be eligible for Room and Board payments on dates that the student was actually in attendance and received Room and Board services, payable for up to a maximum of 365 billable days or 366 days during a leap year, which may include a maximum of ten (10) days per Contract year when the student's bed is unoccupied due to home visits of a therapeutic nature, unless otherwise mutually agreed upon by CONTRACTOR and LEA. Any payment for additional days in special circumstances, such as a student's hospitalization or extended home visits exceeding ten (10) days in a Contract year, requires prior written approval from both the LEA and the CONTRACTOR.

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, 2026 and terminates at 5:00 P.M. on June 30, 2027, unless sooner terminated as provided herein.

| **CONTRACTOR** | **LEA** |
|---|---|
| **Ed Sped Solutions, Inc.** | |
| **Nonpublic School/Agency** | **LEA Name** |
| **By:** Samantha Orozco **6/3/26** | **By:** |
| **Signature** **Date** | **Signature** **Date** |
| Samantha Orozco, Director of Services | |
| **Name and Title of Authorized Representative** | **Name and Title of Authorized Representative** |

| **Notices to CONTRACTOR shall be addressed to:** | **Notices to LEA shall be addressed to:** |
|---|---|
| **Name and Title**<br>Samantha Orozco, Director of Services | **Name and Title** |
| **Nonpublic School/Agency/Related Service Provider**<br>Ed Sped Solutions, Inc. | **LEA** |
| **Address**<br>39159 Paseo Padre Pkwy #205 | **Address** |
| **City** **State** **Zip**<br>Fremont, CA 94538 | **City** **State** **Zip** |
| **Phone** **Fax**<br>(510) 210-5005. (408) 608-2203 | **Phone** **Fax** |
| **Email**<br>director@edsped.com | **Email** |

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

| |
|---|
| **Name and Title** |
| **Address** |
| **City** **State** **Zip** |
| **Phone** **Fax** |
| **Email** |

**EXHIBIT A: 2026-2027 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Ed Sped Solutions, Inc.
The CONTRACTOR CDS NUMBER: NPA ID: 9901963

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: per ED Code

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:

2) Related Services

| SERVICE | RATE | PERIOD |
|---|---|---|
| Intensive Individual Services (340) | $60 | per hour |
| Language and Speech (415) | | |
| Adapted Physical Education (425) | $90 | per hour |
| Health and Nursing: Specialized Physical Health Care (435) | $200 | per hour |
| Health and Nursing: Other Services (436) | $200 | per hour |
| Assistive Technology Services (445) | $150 | per hour |
| Occupational Therapy (450) | $150-$175 | per hour |
| Physical Therapy (460) | | |
| Individual Counseling (510) | $140 | per hour |
| Counseling and Guidance (515) | $140 | per hour |
| Parent Counseling (520) | $140 | per hour |
| Social Work Services (525) | | |
| Psychological Services (530) | | |
| Behavior Intervention Services (535) | $125 | per hour |
| Specialized Services for Low Incidence Disabilities (610) | | |
| Specialized Deaf and Hard of Hearing (710) | | |

3)

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

| | | |
|---|---|---|
| Other (900) | Psychoeducational Assessments | $3000 per evaluation |
| Other (900) | Academic Assessments | $1350 per evaluation |
| Other (900) | Speech Evaluation (Bilingual) | $2700 per evaluation |
| Other (900) | Adaptive Physical Education Evals | $2700 per evaluation |
| Other (900) | FBA/BIP Evaluations | $2750 per evaluation |
| Other (900) | Health Plan | $2500 per plan |
| Other (900) | Staff Health Trainings | $2750 per training |
| Other (900) | Paraeducator | $55 per hour |
| Other (900) | RBT/ Behavior Tech | $65 per hour |
| Other (900) | Document Translation | $25 per page |
| Other (900) | IEP Attendance | $400 Per Meeting |
| Other (900) | SCIA | $1250 per evaluation |

**EXHIBIT B: 2026-2027 ISA**

# INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2026 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

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

Address _____ City _____ State/Zip _____

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

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

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

AGREEMENT TERMS:

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

2. *Nonpublic School*: The number of school days in the calendar of the school year are: _____ during the regular school year _____ during the extended school year

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

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

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

   B. RELATED SERVICES:

| SERVICE | Provider | | | # of Times per wk/mo/yr., Duration; or per IEP; or as needed | Cost per session | Maximum Number of Sessions | Estimated Maximum Total Cost for Contracted Period |
|---|---|---|---|---|---|---|---|
| | LEA | NPS | OTHER Specify | | | | |
| Intensive Individual Services (340) | | | | | | | |
| Language/Speech Therapy (415)<br>a. Individual<br>b. Group | | | | | | | |
| Adapted Physical Ed. (425) | | | | | | | |
| Health and Nursing: Specialized Physical Health Care (435) | | | | | | | |
| Health and Nursing Services: Other (436) | | | | | | | |
| Assistive Technology Services (445) | | | | | | | |
| Occupational Therapy (450) | | | | | | | |
| Physical Therapy (460) | | | | | | | |



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| SERVICE | Provider | | | # of Times per wk/mo/yr., Duration; or per IEP; or as needed | Cost per session | Maximum Number of Sessions | Estimated Maximum Total Cost for Contracted Period |
|---|---|---|---|---|---|---|---|
| | LEA | NPS | OTHER Specify | | | | |
| Individual Counseling (510) | | | | | | | |
| Counseling and guidance (515). | | | | | | | |
| Parent Counseling (520) | | | | | | | |
| Social Work Services (525) | | | | | | | |
| Psychological Services (530) | | | | | | | |
| Behavior Intervention Services (535) | | | | | | | |
| Specialized Services for Low Incidence Disabilities (610) | | | | | | | |
| Specialized Deaf and Hard of Hearing Services (710) | | | | | | | |
| Interpreter Services (715) | | | | | | | |
| Audiological Services (720) | | | | | | | |
| Specialized Vision Services (725) | | | | | | | |
| Orientation and Mobility (730) | | | | | | | |
| Braille Transcription (735) | | | | | | | |
| Specialized Orthopedic Service (740) | | | | | | | |
| Reader Services (745) | | | | | | | |
| Note Taking Services (750) | | | | | | | |
| Transcription Services (755) | | | | | | | |
| Recreation Services (760) | | | | | | | |
| College Awareness Preparation (820) | | | | | | | |
| Vocational Assessment, Counseling, Guidance and Career Assessment (830) | | | | | | | |
| Career Awareness (840) | | | | | | | |
| Work Experience Education (850) | | | | | | | |
| Mentoring (860) | | | | | | | |
| Agency Linkages (865) | | | | | | | |
| Travel Training (870) | | | | | | | |
| Other Transition Services (890) | | | | | | | |
| Other (900)J | | | | | | | |
| Other (900) | | | | | | | |
| Transportation-Emergency b. Transportation-Parent | | | | | | | |

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

*ESTIMATED MAXIMUM RELATED SERVICES COST$* _____

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

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

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

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)



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# Coversheet

## Review and Consideration of Approval of Seneca 2026-27 Master Contract

| | |
|---|---|
| **Section:** | V. Business II |
| **Item:** | AF. Review and Consideration of Approval of Seneca 2026-27 Master Contract |
| **Purpose:** | Vote |
| **Submitted by:** | |
| **Related Material:** | 2748-Amethod Public Schools-07012026-06302027.pdf |

# *Nonpublic, Nonsectarian School/Agency Services*

# *MASTER CONTRACT*

# ***2026-2027***

# Master Contract

**GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES**

**LEA** Amethod Public Schools

Contract Year 2026-2027

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.***

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**2026-2027** **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, 2026, between Amethod Public Schools, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado 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, 2026 to June 30, 2027 (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, 2026 (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

CONTRACTOR or LEA may terminate this Master Contract or an ISA for cause. "Cause" shall not include the availability of a public class initiated during the period of the contract or student behaviors known to CONTRACTOR at the time of student's placement, unless the parent and LEA agree to a change of student's placement at an IEP team meeting, or pursuant to lawful order from an administrative agency or court of competent jurisdiction.

To terminate the Master 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. 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 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 year calendar with the total number of billable days not to exceed one hundred and eighty (180) days for the regular school year, plus twenty (20) extended school year billable days or the equivalent number of days as the LEA's extended school year calendar, if different. 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. CONTRACTOR must submit any calendar changes to LEA in writing at least ten (10) business days prior to proposed change in order to be eligible for payment based upon the new calendar, if approved. 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 or ISA, 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 sections 49000, *et seq.,* 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 state and federal law and 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.

Emergency interventions are those interventions used with a student during the time they present a serious, dangerous behavior that staff has determined to be present a clear and present danger to self or others, which requires a non-violent physical intervention to protect the safety of student, self, or others that cannot be prevented by use of a less restrictive technique. 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 intervention is used ; or when 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. A behavior emergency report form must be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If applicable, the IEP team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. If the student already has a BIP, and the incident involved a previously unseen or new serious behavior, or if preexisting behavioral interventions in the BIP were ineffective, CONTRACTOR shall schedule with LEA an IEP meeting to review and determine the need to modify the BIP.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities;
6. prone restraint;
7. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
8. an intervention that precludes adequate supervision of the individual;
9. 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 staff member'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. Use prone restraint, including but not limited to prone containment.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

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

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

## 31. STUDENT DISCIPLINE

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

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

If CONTRACTOR is an NPS, CONTRACTOR shall ensure private and confidential communication, including telecommunication, between a pupil of the NPS and members of the pupil's IEP team and the CDE's Constituent Services Office, at the pupil's discretion.

## 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.); 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; and shall submit to all monitoring requirements specific to out-of-state NPS contractors set forth in Education Code 56366.1 and Section 43 below

**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; 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) and (k) as applicable. This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance, as well as pupil perceptions, progress, and concerns, as required by law. 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, a walkthrough of the facility, and, for a pupil placed in an NPS located outside of California, an in-person interview with the pupil, in a manner consistent with the pupil's IEP, to evaluate the pupil's health and safety. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE, using the "Local Educational Agency Onsite Visit for Nonpublic School" form developed and published by the department on CDE's internet website, including additional findings required by the CDE specific to NPS located outside California, if applicable, within 60 calendar days of the onsite visit.

If CONTRACTOR is an NPS located outside of California, the LEA or SELPA shall conduct at least quarterly check-ins with a pupil placed by the LEA pursuant to a master contract, through an unmonitored telephone call, in a manner consistent with the pupil's IEP.

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 student(s) placed by the LEA, 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 employees.

**57. RIGHT TO WITHHOLD PAYMENT**

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

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

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

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

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

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

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

## 58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

## 59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth ($10^{th}$) 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 their regular attendance, until an alternative placement can be found and CONTRACTOR shall implement LEA student's 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 CONTRACTOR shall implement LEA student's 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 <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

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

offenses.

**64. PAYMENT FOR ROOM AND BOARD**

When CONTRACTOR is an NPS associated with an RTC (NPS/RTC), CONTRACTOR shall be eligible for Room and Board payments on dates that the student was actually in attendance and received Room and Board services, payable for up to a maximum of 365 billable days or 366 days during a leap year, which may include a maximum of ten (10) days per Contract year when the student's bed is unoccupied due to home visits of a therapeutic nature, unless otherwise mutually agreed upon by CONTRACTOR and LEA. Any payment for additional days in special circumstances, such as a student's hospitalization or extended home visits exceeding ten (10) days in a Contract year, requires prior written approval from both the LEA and the CONTRACTOR.

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, 2026 and terminates at 5:00 P.M. on June 30, 2027, unless sooner terminated as provided herein.

| **CONTRACTOR** | **LEA** |
|---|---|
| **Seneca Family of Agenices** | **Amethod Public Schools** |
| **Nonpublic School/Agency** | **LEA Name** |
| **By:** Scott Osborn June 10, 2026 12:03 PT<br>**Date** | **By:** _____<br>**Signature** **Date** |
| Scott Osborn Chief Operating Officer<br>**Name and Title of Authorized Representative** | **Name and Title of Authorized Representative** |

| **Notices to CONTRACTOR shall be addressed to:** | **Notices to LEA shall be addressed to:** |
|---|---|
| **Name and Title**<br>Tracy Nakamura, Contract Analyst | **Name and Title**<br>Notice name |
| **Nonpublic School/Agency/Related Service Provider**<br>Seneca Family of Agencies | **LEA**<br>Party Name |
| **Address**<br>8945 Golf Links Road | **Address**<br>1450 Marina Way South |
| **City** **State** **Zip**<br>Oakland, CA 94605 | **City** **State** **Zip**<br>Richmond, CA 94804 |
| **Phone** **Fax**<br>510-846-2578 510-317-1443 | **Phone** **Fax**<br>510-436-0172 |
| **Email**<br>tracy_nakamura@senecacenter.org | **Email**<br>abarnes@amethodschools.org |

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

| |
|---|
| **Name and Title** |
| **Address**<br>1450 Marina Way South |
| **City** **State** **Zip**<br>Richmond, CA 94804 |
| **Phone** **Fax** |
| **Email** |

**EXHIBIT A: 2026-2027 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: **Seneca Family of Agencies**
The CONTRACTOR CDS NUMBER: _ see attached CDE certifications

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

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

**see attached rate sheet and addendum**

| | | |
|---|---|---|
| Interpreter Services (715) | | |
| Audiological Services (720) | | |
| Specialized Vision Services (725) | | |
| Orientation and Mobility (730) | | |
| Specialized Orthopedic Services (740) | | |
| Reader Services (745) | | |
| Transcription Services (755) | | |
| Recreation Services, Including Therapeutic (760) | | |
| College Awareness (820) | | |
| Work Experience Education (850) | **see attached rate sheet and addendum** | |
| Job Coaching (855) | | |
| Mentoring (860) | | |
| Travel Training (870) | | |
| Other Transition Services (890) | | |
| Other (900) | | |
| Other (900) | | |

**EXHIBIT B: 2026-2027 ISA**

# INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2026 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade:_____
(Last) (First) (M.I.)
Address _____ City _____ State/Zip _____

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

Parent/Guardian _____ Phone ( ) _____ ( _____
(Residence) (Business)
Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

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

2. *Nonpublic School*: The number of school days in the calendar of the school year are: _____ during the regular school year _____ during the extended school year

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

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

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

B. RELATED SERVICES:

| SERVICE | Provider | | | # of Times per wk/mo/yr., Duration; or per IEP; or as needed | Cost per session | Maximum Number of Sessions | Estimated Maximum Total Cost for Contracted Period |
|---|---|---|---|---|---|---|---|
| | LEA | NPS | OTHER Specify | | | | |
| Intensive Individual Services (340) | | | | | | | |
| Language/Speech Therapy (415)<br>a. Individual<br>b. Group | | | | | | | |
| Adapted Physical Ed. (425) | | | | | | | |
| Health and Nursing: Specialized Physical Health Care (435) | | | | | | | |
| Health and Nursing Services: Other (436) | | | | | | | |
| Assistive Technology Services (445) | | | | | | | |
| Occupational Therapy (450) | | | | | | | |
| Physical Therapy (460) | | | | | | | |

| SERVICE | Provider | | | # of Times per wk/mo/yr., Duration; or per IEP; or as needed | Cost per session | Maximum Number of Sessions | Estimated Maximum Total Cost for Contracted Period |
|---|---|---|---|---|---|---|---|
| | LEA | NPS | OTHER Specify | | | | |
| Individual Counseling (510) | | | | | | | |
| Counseling and guidance (515). | | | | | | | |
| Parent Counseling (520) | | | | | | | |
| Social Work Services (525) | | | | | | | |
| Psychological Services (530) | | | | | | | |
| Behavior Intervention Services (535) | | | | | | | |
| Specialized Services for Low Incidence Disabilities (610) | | | | | | | |
| Specialized Deaf and Hard of Hearing Services (710) | | | | | | | |
| Interpreter Services (715) | | | | | | | |
| Audiological Services (720) | | | | | | | |
| Specialized Vision Services (725) | | | | | | | |
| Orientation and Mobility (730) | | | | | | | |
| Braille Transcription (735) | | | | | | | |
| Specialized Orthopedic Service (740) | | | | | | | |
| Reader Services (745) | | | | | | | |
| Note Taking Services (750) | | | | | | | |
| Transcription Services (755) | | | | | | | |
| Recreation Services (760) | | | | | | | |
| College Awareness Preparation (820) | | | | | | | |
| Vocational Assessment, Counseling, Guidance and Career Assessment (830) | | | | | | | |
| Career Awareness (840) | | | | | | | |
| Work Experience Education (850) | | | | | | | |
| Mentoring (860) | | | | | | | |
| Agency Linkages (865) | | | | | | | |
| Travel Training (870) | | | | | | | |
| Other Transition Services (890) | | | | | | | |
| Other (900)J | | | | | | | |
| Other (900) | | | | | | | |
| Transportation-Emergency<br>b. Transportation-Parent | | | | | | | |

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

*ESTIMATED MAXIMUM RELATED SERVICES COST$* _____

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

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

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

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)

# Non-Public Schools and Intensive Therapeutic Programs Rate Sheet 2026-2027

**NPS + Bridges Transition Program – Specialized Academic Instruction (Code 330)**
214 days including Extended School Year (ESY)

- Rate: $245 per day enrolled

**NPS + Bridges Transition Program - Educationally Related Mental Health Services (ERMHS)**
214 days including Extended School Year (ESY)

- Standard Rate: $392 per day enrolled
- Maya Angelou Academy and Catalyst Academy Elementary classroom: $410 per day enrolled
- Medi-Cal reimbursement:
    - Students with full scope Medi-Cal in Contra Costa County – full costs reimbursed
    - Students with full scope Medi-Cal in Alameda County – full or partial costs reimbursed based on services billed

**NPS – Intensive Individual Services (Code 340) / Behavioral Intervention Implementation (Code 535)**
214 days including Extended School Year (ESY)

- Rate: $630 per day enrolled
    - $126 per hour for services less than a full day

**NPS – Bridges**
214 days including Extended School Year (ESY)

- Rate: $1,022 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: $221 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: $221 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: $9,008 per assessment
- Includes individual assessment, report preparation and presentation at one IEP meeting

**NPS – Separate / Additional Specialized Academic Instruction (SAI)**

- Rate: $221 per hour – Partial units will be rounded up to the nearest 15-minute increment
- Includes tutoring, and other compensatory SAI

**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 Party Name and Seneca Family of Agencies. Both parties hereby agree to modify the existing contract agreement to include the following changes.

**Section 14, paragraph 2 is hereby deleted and replaced in its entirety with:**

**14. TERMINATION**

To terminate the Master Contract either party shall give no less than twenty (20) calendar 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. To terminate the ISA, either party shall give twenty (20) calendar days prior written notice.

**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 year calendar with the total number of billable days at least equal to one hundred and eighty (180) days for the regular school year, plus twenty (20) extended school year billable days or the equivalent number of days as the LEA's extended school year calendar, if different. 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.

**The definition of "emergency interventions" in Section 30, paragraph 3 is hereby amended as follows:**

Emergency interventions are those interventions used with a student during the time they present an imminent, serious, dangerous behavior that staff has determined to present a clear and present danger to self or others, which requires a non-violent physical intervention to protect the safety of student, self, or others that cannot be prevented by use of a less restrictive technique.

**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.

**Section 43, paragraph 7 is hereby deleted and replaced in its entirety with:**

**43. MONITORING**

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program with at least 24 hours advance notice. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees and student(s) placed by the LEA, and review each student's records and progress. 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.

**Section 56, paragraph 7 is hereby deleted and replaced in its entirety with:**

**56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

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 enrollment 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.

**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:**

**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.

**The following language is hereby added and made part of Section 17 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 Party Name 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.

All other conditions in the original contract dated July 1, 2026 will remain in effect as agreed unless Seneca Family of Agencies and/or the contracting LEA, Party Name 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** | **LEA** |
|---|---|
| Scott Osborn June 10, 2026 12:03 PT | |
| | Signature and Date |
| **Scott Osborn** Chief Operating Officer | |
| Name and Title of Authorize Representative | Name and Title of Authorized Representative |

seneca

# Bridges Services Calendar: 2026 - 2027

## July 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 | |

**Independence Day Observed**: July 3
**ESY**: June 29 – July 31
Student/Staff Days: 22/22

## August 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 | | | | | |

**Summer Break:** Aug 3-18
**First Day School:** Aug 19
**BTS Transition Days**: Aug 19-21
Student/Staff Days: 9/16

## September 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 | | | |

**Labor Day:** Sep 7
Student/Staff Days: 21/21

## October 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 |

**Indigenous People's Day**: Oct 12
**Guardian Teacher Conferences:** Oct 21-23
**End of Quarter 1:** Oct 23
Student/Staff Days: 21/21

## November 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 | | | | | |

**Veteran's Day:** Nov 11
**Thanksgiving Break:** Nov 23-27
Student/Staff Days: 17/17

## December 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 | | |

**Winter Break**: Dec 21 – Jan 4
**Christmas Day**: Dec 25
Student/Staff Days: 14/14

## January 2027

| 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
**MLK Day:** Jan 18
**Guardian Teacher Conferences:** Jan 20-22
**End of Quarter 2:** Jan 22
Student/Staff Days: 18/19

## February 2027

| 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 15
Student/Staff Days: 19/19

## March 2027

| 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 8
Student/Staff Days: 22/23

## April 2027

| 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 | |

**Spring Break:** April 5-9
**Guardian Teacher Conferences:** Mar 31 – Apr 2
**End of Quarter 3**: Apr 2
Student/Staff Days: 17/17

## May 2027

| 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 | | | | | |

**Guardian Teacher Conferences**: May 26-28
**Memorial Day:** May 31
Student/Staff Days: 20/20

## June 2027

| 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 Year Transition Days**: Jun 14-15
**End of Quarter 4/Last Day of School:** June 15
**Juneteenth Observed**: June 18
**Summer Break:** June 16th – 25
**ESY**: June 28 – July 30
Student/Staff Days: 14/14

**School Schedule**
Mon, Tues, Thurs, Fri 9:00 – 2:30
Weds 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*

seneca

# Catalyst Academy School Calendar: 2026 - 2027

## July 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 | |

**Independence Day Observed**: July 3
**ESY**: June 29 – July 31

Student/Staff Days: 22/22

## August 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 | | | | | |

**Summer Break:** Aug 3-18
**First Day School:** Aug 19
**BTS Transition Days**: Aug 19-21

Student/Staff Days: 9/16

## September 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 | | | |

**Labor Day:** Sep 7

Student/Staff Days: 21/21

## October 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 |

**Indigenous People's Day**: Oct 12
**Caregiver Teacher Conferences**: Oct 19-23
**End of Quarter 1**: Oct 21

Student/Staff Days: 21/21

## November 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 | | | | | |

**Veteran's Day:** Nov 11
**Transition to Break**: Nov 25
**Thanksgiving Break:** Nov 26-27

Student/Staff Days: 18/18

## December 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 | | |

**Transition to Break**: Dec 17-18
**Winter Break**: Dec 21 – Jan 4
**Christmas Day**: Dec 25

Student/Staff Days: 14/14

## January 2027

| 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
**MLK Day:** Jan 18
**End of Quarter Transition**: Jan 13-15
**End of Quarter 2**: Jan 15

Student/Staff Days: 18/19

## February 2027

| 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 15

Student/Staff Days: 19/19

## March 2027

| 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**: Mar 8
**End of Quarter 3**: Mar 25
**Caregiver Teacher Conferences**: Mar 29 – Apr 2

Student/Staff Days: 22/23

## April 2027

| 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 | |

**Spring Break:** Apr 5-9

Student/Staff Days: 17/17

## May 2027

| 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 28
**Memorial Day:** May 31

Student/Staff Days: 19/19

## June 2027

| 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 Year Transition**: Jun 14-15
**End of Quarter 4/Last Day of School:** Jun 15
**Juneteenth Observed**: Jun 18
**Summer Break:** Jun 16 – 25
**ESY**: Jun 28 – Jul 30

Student/Staff Days: 14/14

**School Schedule**
8:15am-2:15pm High School
8:30am-2:15pm Elementary and Middle School

**ESY Schedule and/or Minimum Day**
8:15am-1:30pm High School
8:30am-1:30pm Elementary and Middle School

*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*

seneca

## James Baldwin Academy School Calendar: 2026–2027

### July 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 | |

**Independence Day Observed**: Jul 3
**ESY**: Jun 29–Jul 31
**Student/Staff Days:** 22/22

### August 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 | | | | | |

**Summer Break:** Aug 3–18
**First Day School:** Aug 19
**BTS Transition Days**: Aug 19–21
**Student/Staff Days:** 9/16

### September 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 | | | |

**Labor Day:** Sep 7
**Student/Staff Days:** 21/21

### October 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 |

**Indigenous People's Day**: Oct 12
**Family Team Conferences**: Oct 19–23
**End of Quarter 1:** Oct 23
**Student/Staff Days:** 21/21

### November 2026

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

**Veteran's Day Observed:** Nov 9
**Thanksgiving Celebration:** Nov 24
**Thanksgiving Break:** Nov 25–27
**Student/Staff Days:** 17/17

### December 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 | | |

**Winter Celebration:** Dec 18
**Winter Break**: Dec 21–Jan 4
**Christmas Day**: Dec 25
**Student/Staff Days:** 14/14

### January 2027

| 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 4
**MLK Day:** Jan 18
**Family Team Conferences**: Jan 19–22
**End of Quarter 2:** Jan 22
**Student/Staff Days:** 18/19

### February 2027

| 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 15
**Student/Staff Days:** 19/19

### March 2027

| 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 8
**No School**: Mar 15
**Family Team Conferences**: Mar 29–Apr 2
**Student/Staff Days:** 21/22

### April 2027

| 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 | |

**Family Team Conferences**: Mar 29–Apr 2
**End of Quarter 3**: Apr 2
**Spring Break:** Apr 5–9
**Student/Staff Days:** 17/17

### May 2027

| 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 | | | | | |

**School Holiday:** May 3
**Memorial Day:** May 31
**Student/Staff Days:** 19/19

### June 2027

| 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 | | | |

**EOY Min. Days:** Jun 14–17
**End of Quarter 4/Last Day of School:** Jun 17
**Juneteenth Observed**: Jun 18
**Summer Break:** Jun 21–25
**ESY**: Jun 28–Jul 30
**Student/Staff Days:** 16/16

**School Schedule**
M/Tu/Th/F: 9:00-3:00
W: 9:00-1:30

**ESY and Minimum Day Schedule**
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*

seneca

# Maya Angelou Academy School Calendar: 2026 - 2027

## July 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 | |

**Independence Day Observed**: July 3
**ESY**: June 29 – July 31

Student/Staff Days: 22/22

## August 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 | | | | | |

**Summer Break:** Aug 3-18
**First Day School:** Aug 19
**BTS Transition Days**: Aug 19-21

Student/Staff Days: 9/16

## September 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 | | | |

**Labor Day:** Sep 7

Student/Staff Days: 21/21

## October 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 |

**Indigenous People's Day**: Oct 12
**Caregiver-Teacher Conferences**: Oct 19-23
**End of Quarter 1**: Oct 23

Student/Staff Days: 21/21

## November 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 | | | | | |

**Veteran's Day Observed:** Nov 9
**Transition to Break**: Nov 25
**Thanksgiving Break:** Nov 26-27

Student/Staff Days: 19/19

## December 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 | | |

**Winter Break**: Dec 21 – Jan 4
**Christmas Day**: Dec 25

Student/Staff Days: 14/14

## January 2027

| 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
**MLK Day:** Jan 18
**Caregiver-Teacher Conferences:** Jan 19-22
**End of Quarter 2:** Jan 22

Student/Staff Days: 18/19

## February 2027

| 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 15
**Mid-Winter Break:** Feb 16-19

Student/Staff Days: 15/15

## March 2027

| 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 8
**Caregiver/Teacher Conferences**: March 29-April 2

Student/Staff Days: 22/23

## April 2027

| 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 | |

**Caregiver/Teacher Conferences**: Mar 29-Apr 2
**End of Quarter 3**: Apr 2
**Spring Break:** Apr 5-9

Student/Staff Days: 17/17

## May 2027

| 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 Survey Review**: May 10
**Memorial Day:** May 31

Student/Staff Days: 20/20

## June 2027

| 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:** June 17
**Juneteenth Observed**: June 18
**Summer Break:** June 21 – 25
**ESY**: June 28 – July 30

Student/Staff Days: 16

**School Schedule**
Monday, Tuesday, Thursday, Friday : 9:00am-2:30pm
Wednesday: 9:00am-1:30pm

**ESY Schedule and/or Minimum Day**
9:00am-1:15pm

*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*

# California Department of Education
## Nonpublic School Certification

Date: December 30, 2025
NPS ID: 01-61242-7077548

Nonpublic School: **Seneca Family of Agencies - Pathfinder Academy**

Site Administrator Grace Alvarez
Site Address: 600 G Sreet
City: Union City State: California Zip Code: 94587

Grades: 6 to 12
Student Gender: All

**2026 Certification Status: Approved**
Effective Dates: **January 01, 2026** *through* **December 31, 2026**

☐ *Amended*

*Per California Education Code (EC) Section 56366.4(a)(5)(A), the superintendent may revoke or suspend the certification of a nonpublic school (NPS) for any of the following reasons: Failure to notify the department in writing of any of the following within 45 days of the occurrence: changes in credentialed, licensed, or registered staff who render special education and related services; ownership; management; or control of the nonpublic school.*

**Authorized to provide Special Education Instruction to students identified with the following Primary Disabling Conditions:**

- ☑ Autism
- ☐ Deaf/Blind
- ☐ Deaf
- ☑ Emotional Disability
- ☐ Established Medical Disability
- ☐ Hard of Hearing
- ☐ Hearing Impaired
- ☑ Intellectual Disability
- ☐ Multiple Disabilities
- ☐ Orthopedic Impairment
- ☑ Other Health Impairment
- ☐ Speech and Language Impairment
- ☑ Specific Learning Disability
- ☐ Traumatic Brain Injury
- ☐ Visual Impairment

**Authorized to provide the following Related Services:**

| | | | | | |
|---|---|---|---|---|---|
| ☐ APE | ☑ BII | ☐ LSDR | ☐ RS | ☐ VECD | ☐ VT |
| ☐ AS | ☑ CG | ☐ MT | ☐ PCT | ☑ SW | ☐ LI: |
| ☐ ATS | ☐ EE | ☐ OM | ☐ PS | ☐ TS | ☐ Other Services Authorized: |
| ☑ BID | ☑ HNS | ☐ OT | ☐ PT | ☐ VS | |

☐ Residential Component — If checked, this box acknowledges that the NPS has submitted documentation related to a residential component, and should not be construed as an evaluation, accreditation, approval, recognition, or endorsement.

Certification is not an endorsement of the services offered by the NPS, but states only that the NPS meets minimum legal standards. "Approved" or "Conditional" certifications authorize the NPS to accept students placed by local educational agencies (LEAs) under California EC Section 56366.

Nonpublic Schools Unit, Special Education Division 2344

# California Department of Education
## Nonpublic School Certification

Date: December 30, 2025
NPS ID: 07-61796-0128843

Nonpublic School: **Seneca Family of Agencies - Catalyst Academy**

Site Administrator Kari Sundstrom
Site Address: 1060 Manor Road
City: El Sobrante State: California Zip Code: 94803

Grades: 2 to 12
Student Gender: All

**2026 Certification Status: Approved**
Effective Dates: **January 01, 2026** *through* **December 31, 2026**

☐ *Amended*

*Per California Education Code (EC) Section 56366.4(a)(5)(A), the superintendent may revoke or suspend the certification of a nonpublic school (NPS) for any of the following reasons: Failure to notify the department in writing of any of the following within 45 days of the occurrence: changes in credentialed, licensed, or registered staff who render special education and related services; ownership; management; or control of the nonpublic school.*

**Authorized to provide Special Education Instruction to students identified with the following Primary Disabling Conditions:**

- ☑ Autism
- ☐ Deaf/Blind
- ☐ Deaf
- ☑ Emotional Disability
- ☐ Established Medical Disability
- ☐ Hard of Hearing
- ☐ Hearing Impaired
- ☑ Intellectual Disability
- ☐ Multiple Disabilities
- ☐ Orthopedic Impairment
- ☑ Other Health Impairment
- ☐ Speech and Language Impairment
- ☑ Specific Learning Disability
- ☐ Traumatic Brain Injury
- ☐ Visual Impairment

**Authorized to provide the following Related Services:**

| | | | | | |
|---|---|---|---|---|---|
| ☐ APE | ☑ BII | ☐ LSDR | ☐ RS | ☐ VECD | ☐ VT |
| ☐ AS | ☑ CG | ☐ MT | ☑ PCT | ☑ SW | ☐ LI: |
| ☐ ATS | ☐ EE | ☐ OM | ☐ PS | ☐ TS | ☐ Other Services Authorized: |
| ☑ BID | ☑ HNS | ☐ OT | ☐ PT | ☐ VS | |

☐ Residential Component — If checked, this box acknowledges that the NPS has submitted documentation related to a residential component, and should not be construed as an evaluation, accreditation, approval, recognition, or endorsement.

Certification is not an endorsement of the services offered by the NPS, but states only that the NPS meets minimum legal standards. "Approved" or "Conditional" certifications authorize the NPS to accept students placed by local educational agencies (LEAs) under California EC Section 56366.

Nonpublic Schools Unit, Special Education Division 2340

# California Department of Education
## Nonpublic School Certification

Date: December 28, 2025
NPS ID: 01-61309-7035512

Nonpublic School: **Seneca Family of Agencies - James Baldwin Academy**

Site Administrator Monica Mile
Site Address: 2275 Arlington Drive
City: San Leandro State: California Zip Code: 94578

Grades: 4 to 12
Student Gender: All

**2026 Certification Status: Approved**
Effective Dates: **January 01, 2026** *through* **December 31, 2026**

☐ *Amended*

*Per California Education Code (EC) Section 56366.4(a)(5)(A), the superintendent may revoke or suspend the certification of a nonpublic school (NPS) for any of the following reasons: Failure to notify the department in writing of any of the following within 45 days of the occurrence: changes in credentialed, licensed, or registered staff who render special education and related services; ownership; management; or control of the nonpublic school.*

**Authorized to provide Special Education Instruction to students identified with the following Primary Disabling Conditions:**

- ☑ Autism
- ☐ Deaf/Blind
- ☐ Deaf
- ☑ Emotional Disability
- ☐ Established Medical Disability
- ☐ Hard of Hearing
- ☐ Hearing Impaired
- ☑ Intellectual Disability
- ☐ Multiple Disabilities
- ☐ Orthopedic Impairment
- ☑ Other Health Impairment
- ☐ Speech and Language Impairment
- ☑ Specific Learning Disability
- ☐ Traumatic Brain Injury
- ☐ Visual Impairment

**Authorized to provide the following Related Services:**

| | | | | | |
|---|---|---|---|---|---|
| ☐ APE | ☑ BII | ☑ LSDR | ☐ RS | ☐ VECD | ☐ VT |
| ☐ AS | ☑ CG | ☐ MT | ☑ PCT | ☑ SW | ☐ LI: |
| ☐ ATS | ☐ EE | ☐ OM | ☐ PS | ☐ TS | ☐ Other Services Authorized: |
| ☑ BID | ☑ HNS | ☐ OT | ☐ PT | ☐ VS | |

☐ Residential Component — If checked, this box acknowledges that the NPS has submitted documentation related to a residential component, and should not be construed as an evaluation, accreditation, approval, recognition, or endorsement.

Certification is not an endorsement of the services offered by the NPS, but states only that the NPS meets minimum legal standards. "Approved" or "Conditional" certifications authorize the NPS to accept students placed by local educational agencies (LEAs) under California EC Section 56366.

Nonpublic Schools Unit, Special Education Division 2341

# California Department of Education
## Nonpublic School Certification

Date: January 26, 2026
NPS ID: 01-61259-6140131

Nonpublic School: **Seneca Family of Agencies - Maya Angelou Academy**

Site Administrator Cherella Walston
Site Address: 3965 High Street
City: Oakland State: California Zip Code: 94618

Grades: Kindergarten to 5
Student Gender: All

**2026 Certification Status: Approved**
Effective Dates: **January 01, 2026** *through* **December 31, 2026**

☑ *Amended*

*Per California Education Code (EC) Section 56366.4(a)(5)(A), the superintendent may revoke or suspend the certification of a nonpublic school (NPS) for any of the following reasons: Failure to notify the department in writing of any of the following within 45 days of the occurrence: changes in credentialed, licensed, or registered staff who render special education and related services; ownership; management; or control of the nonpublic school.*

**Authorized to provide Special Education Instruction to students identified with the following Primary Disabling Conditions:**

| | | |
|---|---|---|
| ☑ Autism | ☐ Hard of Hearing | ☑ Other Health Impairment |
| ☐ Deaf/Blind | ☐ Hearing Impaired | ☐ Speech and Language Impairment |
| ☐ Deaf | ☑ Intellectual Disability | ☑ Specific Learning Disability |
| ☑ Emotional Disability | ☐ Multiple Disabilities | ☐ Traumatic Brain Injury |
| ☐ Established Medical Disability | ☐ Orthopedic Impairment | ☐ Visual Impairment |

**Authorized to provide the following Related Services:**

| | | | | | |
|---|---|---|---|---|---|
| ☐ APE | ☑ BII | ☑ LSDR | ☐ RS | ☐ VECD | ☐ VT |
| ☐ AS | ☑ CG | ☐ MT | ☑ PCT | ☑ SW | ☐ LI: |
| ☐ ATS | ☐ EE | ☐ OM | ☐ PS | ☐ TS | ☐ Other Services Authorized: |
| ☑ BID | ☑ HNS | ☑ OT | ☐ PT | ☐ VS | |

☐ Residential Component — If checked, this box acknowledges that the NPS has submitted documentation related to a residential component, and should not be construed as an evaluation, accreditation, approval, recognition, or endorsement.

Certification is not an endorsement of the services offered by the NPS, but states only that the NPS meets minimum legal standards. "Approved" or "Conditional" certifications authorize the NPS to accept students placed by local educational agencies (LEAs) under California EC Section 56366.

Nonpublic Schools Unit, Special Education Division 2342

# Coversheet

## Review and Consideration of Approval of 2026-27 HVAC Legacy Maintenance Agreements

**Section:** V. Business ll
**Item:** AG. Review and Consideration of Approval of 2026-27 HVAC Legacy Maintenance Agreements
**Purpose:** Vote
**Submitted by:** Marisol Magana
**Related Material:** HVAC Preventative Maintenance Agreement.pdf

BACKGROUND:

This item requests approval to renew our annual HVAC Preventative Maintenance Agreement with Legacy Mechanical & Energy Services, Inc. for the upcoming fiscal year, effective July 1, 2026, through June 30, 2027.
This renewal ensures our systems continue to operate reliably, efficiently, and with optimal long-term

performance across our school sites. The scope of services remains identical to the current agreement.

Fiscal Impact
The total fiscal impact for the HVAC preventative maintenance agreement across the designated school sites is $44,022.
The cost breakdown per site is as follows:
Benito Juarez Elementary & Richmond Charter Academy $19,212
Downtown Charter Academy $14,520
John Henry High School $10,290
Total $44,022

RECOMMENDATION:

Staff recommends that the Board approve the HVAC Preventative Maintenance Agreement with Legacy Mechanical & Energy Services, Inc. to ensure continued system efficiency and climate comfort across our campuses.

# Board Item Cover Letter

**Board Meeting:** June 11, 2026

**Item:** HVAC Preventative Maintenance Agreement – Legacy Mechanical & Energy Services, Inc.

**Submitted By:** Marisol Magaña

## Background and Purpose

This item requests approval to renew our annual HVAC Preventative Maintenance Agreement with Legacy Mechanical & Energy Services, Inc. for the upcoming fiscal year, effective July 1, 2026, through June 30, 2027.

This renewal ensures our systems continue to operate reliably, efficiently, and with optimal long-term performance across our school sites. The scope of services remains identical to the current agreement.

## Fiscal Impact

The total fiscal impact for the HVAC preventative maintenance agreement across the designated school sites is **$44,022**.

The cost breakdown per site is as follows:

| School | Amount |
|---|---|
| Benito Juarez Elementary & Richmond Charter Academy | $19,212 |
| Downtown Charter Academy | $14,520 |
| John Henry High School | $10,290 |
| **Total** | **$44,022** |

## Staff Recommendation

Staff recommends that the Board approve the HVAC Preventative Maintenance Agreement with Legacy Mechanical & Energy Services, Inc. to ensure continued system efficiency and climate comfort across our campuses. .

**Legacy Mechanical & Energy Services, Inc.**
2603 Camino Ramon, Suite 490
San Ramon, CA 94583
Phone: 925- 820- 6938
Fax: 925- 820- 6258
**California License # 808022**

May 13, 2026
Marisol Magana

**Richmond Charter Academy HVACPM**

1450 Marina Way S, Suite 300
Richmond, CA, 94804

Dear Marisol,

We appreciate the opportunity to have worked with you over the past year and would like to thank you for your continued business and trust in our team.

We are reaching out to inform you of an upcoming adjustment related to the renewal of your Preventative Maintenance Agreement, which will be effective July 1, 2026, through June 30, 2027. The scope of services will remain the same as currently provided and will continue to focus on maintaining system reliability, efficiency, and long-term performance.

As part of the renewal, the annual agreement value will be $19,212.00. This adjustment reflects current labor, material, and operating costs associated with maintaining consistent service quality.

Billing for this agreement will be invoiced in advance on the first day of each month, covering services for the applicable billing period. All other terms and conditions of the existing agreement will remain unchanged unless otherwise agreed to in writing.

If you have any questions or would like to review any aspect of the agreement, please don't hesitate to reach out. Please confirm acceptance by signing below.

Thank you again for your trust. We look forward to working with you in the year ahead.
Sincerely,
Tricia Larkin

Tricia Larkin

Customer Approval

By signing below, you acknowledge and approve the renewal pricing and terms outlined above.

Customer Name: _____

Authorized Signature: _____

Title: _____

Date: _____

**Legacy Mechanical & Energy Services, Inc.**
2603 Camino Ramon, Suite 490
San Ramon, CA 94583
Phone: 925- 820- 6938
Fax: 925- 820- 6258
**California License # 808022**

June 2, 2026
Marisol Magana
**Downtown Charter School HVACPM**
2101 Livingston Street
Oakland, CA, 94606, US

Dear Marisol,

We appreciate the opportunity to have worked with you over the past year and would like to thank you for your continued business and trust in our team.

We are reaching out to inform you of an upcoming adjustment related to the renewal of your Preventative Maintenance Agreement, which will be effective July 1, 2026, through June 30, 2027. The scope of services will remain the same as currently provided and will continue to focus on maintaining system reliability, efficiency, and long-term performance.

As part of the renewal, the annual agreement value will be $14,520. This adjustment reflects current labor, material, and operating costs associated with maintaining consistent service quality.

Billing for this agreement will be invoiced in advance on the first day of each month, covering services for the applicable billing period. All other terms and conditions of the existing agreement will remain unchanged unless otherwise agreed to in writing.

If you have any questions or would like to review any aspect of the agreement, please don't hesitate to reach out. Please confirm acceptance by signing below.

Thank you again for your trust. We look forward to working with you in the year ahead.
Sincerely,
Tricia Larkin

*Tricia Larkin*

Customer Approval

By signing below, you acknowledge and approve the renewal pricing and terms outlined above.

Customer Name: _____

Authorized Signature: _____

Title: _____

Date: _____

**Legacy Mechanical & Energy Services, Inc.**
2603 Camino Ramon, Suite 490
San Ramon, CA 94583
Phone: 925- 820- 6938
Fax: 925- 820- 6258
**California License # 808022**

May 13, 2026
Marisol Magana

**John Henry High School HVACPM**

1402 Marina Way S
Richmond, CA, 94804

Dear Marisol,

We appreciate the opportunity to have worked with you over the past year and would like to thank you for your continued business and trust in our team.

We are reaching out to inform you of an upcoming adjustment related to the renewal of your Preventative Maintenance Agreement, which will be effective July 1, 2026, through June 30, 2027. The scope of services will remain the same as currently provided and will continue to focus on maintaining system reliability, efficiency, and long-term performance.

As part of the renewal, the annual agreement value will be $10,290.00. This adjustment reflects current labor, material, and operating costs associated with maintaining consistent service quality.

Billing for this agreement will be invoiced in advance on the first day of each month, covering services for the applicable billing period. All other terms and conditions of the existing agreement will remain unchanged unless otherwise agreed to in writing.

If you have any questions or would like to review any aspect of the agreement, please don't hesitate to reach out. Please confirm acceptance by signing below.

Thank you again for your trust. We look forward to working with you in the year ahead.
Sincerely,
Tricia Larkin

Tricia Larkin

Customer Approval

By signing below, you acknowledge and approve the renewal pricing and terms outlined above.

Customer Name: _____

Authorized Signature: _____

Title: _____

Date: _____

# Coversheet

## Review and Consideration of Approval of USA Shade Project for Downtown Charter Academy

**Section:** V. Business II
**Item:** AH. Review and Consideration of Approval of USA Shade Project for Downtown Charter Academy
**Purpose:** Vote
**Submitted by:** Marisol Magana
**Related Material:** USA Shade - DCA.pdf

BACKGROUND:

This item requests Board approval to contract for the engineering, supply, and installation of a new outdoor campus shade system at Downtown Charter Academy. The scope of work, managed by USA SHADE, encompasses a turnkey solution that includes structural foundation engineering, site assessment, dedicated project management, custom fabric fabrication, drilled pier footing installation, and full on-site deployment.

Fiscal Impact: Total Project Cost: $192,878.24 (Fixed pricing backed by CMAS; valid for 30 days)

RECOMMENDATION:

Staff recommends that the Board of Directors approve the Shade Structure Project proposal for Downtown Charter Academy in the amount of $192,878.24.

# Board Item Cover Letter

**Board Meeting:** June 11, 2026

**Item:** Shade Structure Project - USA Shade

**Submitted By:** Marisol Magaña

## Background and Purpose:

This item requests Board approval to contract for the engineering, supply, and installation of a new outdoor campus shade system at Downtown Charter Academy. The scope of work, managed by USA SHADE, encompasses a turnkey solution that includes structural foundation engineering, site assessment, dedicated project management, custom fabric fabrication, drilled pier footing installation, and full on-site deployment.

**Fiscal Impact:** Total Project Cost: $192,878.24 (Fixed pricing backed by CMAS; valid for 30 days)

## Staff Recommendation:

Staff recommends that the Board of Directors approve the Shade Structure Project proposal for Downtown Charter Academy in the amount of $192,878.24.

# *Downtown Charter Academy - Amethod Schools*

***Priced per CMAS Contract Number 4-22-11-1011***

***5/20/2026***

***Pricing Valid for 30 Days***

| **Project Information:** | | | | **Sales Information:** | |
|---|---|---|---|---|---|
| **Purchaser:** | Amethod Public Schools | **Contact:** | Marisol Magana | **Sales Rep:** | Rob Leuer |
| **Project Name:** | Downtown Charter Academy | **Phone:** | (510) 334-9221 | **Phone:** | (559) 474-0003 |
| **Quote No:** | CA0426RL28008-R1 | **Email:** | mmagana@amethodschools.org | **Email:** | rob.leuer@usa-shade.com |
| **Billing Address Information:** | | **Shipping Address Information:** | | **Jobsite Information:** | |
| **Name:** | Amethod Public Schools | **Name:** | TBD | **Name:** | Downtown Charter Academy |
| **Address:** | 2101 Livingston Street | **Address:** | | **Address:** | 2000 Dennison St. |
| **City:** | Oakland | **City:** | | **City:** | Oakland |
| **State:** | CA | **State:** | | **State:** | CA |
| **Zip Code:** | 94606 | **Zip Code:** | | **Zip Code:** | 94606 |
| **Contact:** | Marisol Magana | **Contact:** | Luis Araujo | **Contact:** | Marisol Magana |
| **Email:** | mmagana@amethodschools.org | **Email:** | luis.araujo@usa-shade.com | **Email:** | mmagana@amethodschools.org |
| **Phone:** | (510) 334-9221 | **Phone:** | (714) 920-5309 | **Phone:** | (510) 334-9221 |

## CORPORATE ADDRESS:

*2580 Esters Blvd., Suite 100 DFW Airport, TX 75261*

## MAILING ADDRESS:

*P.O. Box 3467 Coppel, TX 75019*

## REMITTANCE ADDRESS:

*P.O. Box 734158 Dallas, TX 75373-4158*

**CALIFORNIA:**

*1085 N. Main Street, Suite C*
*Orange, CA 92867*

**ARIZONA:**

*2415 S. 18th Place*
*Phoenix, AZ 85024*

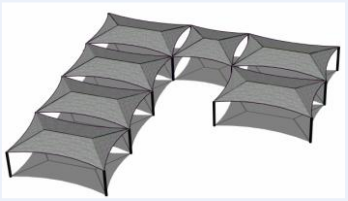
**NEVADA:**

*3111 So. Valley View Blvd. Suite B-117*
*Las Vegas, NV 89102*

***NOTE:*** This message is intended only for the use of the individual to whom it is addressed, and contains information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any unauthorized disclosure, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by phone and return the original message to the applicable address above.

**www.usa-shade.com** 800-966-5005
AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NV:78724 NM: 383826 TN: 68712 DIR: 1000003533

USASHADE®

| PRODUCTS | | | | |
|---|---|---|---|---|
| DESCRIPTION | | DETAILS | | |
| Custom Joined Hips | | Model Number | Dimensions | Entry Height |
| QTY | IMAGE | Custom 401.7 | See Drawing | 9' (To Be Verified) |
| 1 |  | Fabric Type | Fabric Color | Electrical Provisions |
| | | Colourshade_FR | Blue | Excluded |
| | | Steel Finish | Steel Color | Cable/HDW Finish |
| | | Coastal Primer w/ Powder Coating | White | Galvanized |
| | | Footing Type | Mounting Type | Anchor Bolts |
| | | Drilled Pier | PIH - Embed | Excluded |

| CMAS PRICING | | | | | |
|---|---|---|---|---|---|
| QTY | PART NUMBER | DESCRIPTION | UNIT PRICE | UNIT | TOTAL |
| 4000 | SS-0013 | Custom Structure HDPE Colourshade | $14.84 | Sq. Ft. | $65,200.00 |
| 1 | | Shipping and Handling | $10,535.10 | | $11,189.07 |
| | | | | **Taxable Subtotal:** | **$76,389.07** |
| 1 | | Sales Tax | 10.75% | | $8,211.83 |
| 8 | SS-0017 | Site Assessment | $114.82 | PER HR | $918.56 |
| 120 | SS-0020 | Project Management | $179.85 | PER HR | $15,107.40 |
| 30 | SS-0018 | Engineering | $283.26 | PER HR | $6,798.24 |
| | | | | **Product Subtotal:** | **$107,425.10** |
| | | **Installation Services** | | | |
| 16 | SS-0030 | Rebar Cage | $1,501.05 | EACH | $24,016.80 |
| 13 | SS-0029 | Ready Mix Concrete | $256.28 | PER CY | $3,331.64 |
| 256 | SS-0031 | Laborer, Journeyman | $114.82 | PER HR | $33,068.16 |
| 48 | SS-0032 | Ironworker, Journeyman | $142.50 | PER HR | $9,120.00 |
| 3 | SS-0028 | Dirt Removal and Disposal | $1,079.09 | PER LOAD | $3,237.27 |
| 16 | SS-0022 | Concrete or Asphalt Saw Cut | $89.92 | EACH | $1,438.72 |
| 1 | SS-0027 | Concrete Pump | $2,248.11 | PER DAY | $2,248.11 |
| 2 | SS-0023 | Skid Steer with Auger | $2,248.11 | PER WEEK | $4,496.22 |
| 2 | SS-0024 | Reach Fork up to 8k | $2,248.11 | PER WEEK | $4,496.22 |
| | | | | **Installation Services Subtotal:** | **$85,453.14** |
| | | | | **TOTAL PRICE:** | **$192,878.24** |

| INCLUSIONS / EXCLUSIONS | | | |
|---|---|---|---|
| INCLUDED / EXCLUDED | ENGINEERING REQUIREMENTS | INCLUDED / EXCLUDED | INSTALLATION - MISCELLANEOUS |
| Included | **Sealed Drawings & Calculations** | Included | **Prevailing Wage / Certified Payroll** |
| Excluded | **Permit Submittal** | Excluded | **Union Wages** |
| Excluded | **Permit Fee** | Excluded | **Fencing** |
| Excluded | **DSA Submittal & Fees** | Excluded | **Water and Electrical** |
| Included | **Design and Engineering of Structure** | Excluded | **Landscape Repair** |
| Included | **Design and Engineering of Foundation** | Excluded | **Demolition (Existing Structures)** |
| Excluded | **Reactions and Loads for attachment to Walls, Rooftops, or Other** | Excluded | **Payment and Performance Bonds** |
| Excluded | **Foundation Location and Elevation Survey** | Excluded | **Special Inspection Fees** |

USASHADE®

CUSTOMER:

PROJECT NAME: DOWNTOWN CHARTER ACADEMY-AMETHOD

LOCATION:

STRUCTURE TYPE: HIPS

SIZE:

USASHADE
CORPORATE HEADQUARTERS
2580 ESTERS BLVD., SUITE 100
DFW AIRPORT, TX 75261
800-966-5005

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF USA SHADE AND SHALL NOT BE REPRODUCED WITHOUT THEIR WRITTEN PERMISSION

CERTIFICATIONS:
IAS CERTIFICATE NO. I-4428
CLASS I CCSNNT, MWFRS AND COMPONENT & CLADDING
DESIGN CRITERIA: IBC 2018 / ASCE 7-16

| REV | DESCRIPTION | DATE | DRW | CHK | ENG |
|---|---|---|---|---|---|

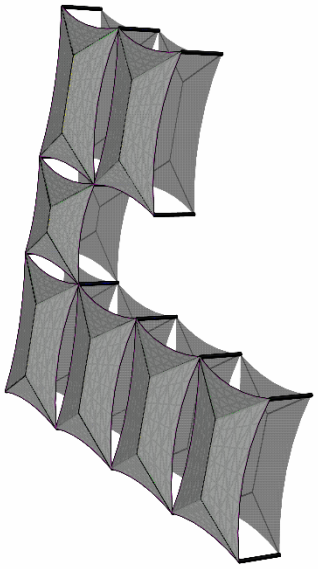
Drawn By : CG 4/7/26
Checked By : AZR 4/7/26
Approved by : AZR 4/7/26

DRAWING DESCRIPTION: OVERALL VIEWS

DWG: CA04426RL2800B

PAGE: 1000

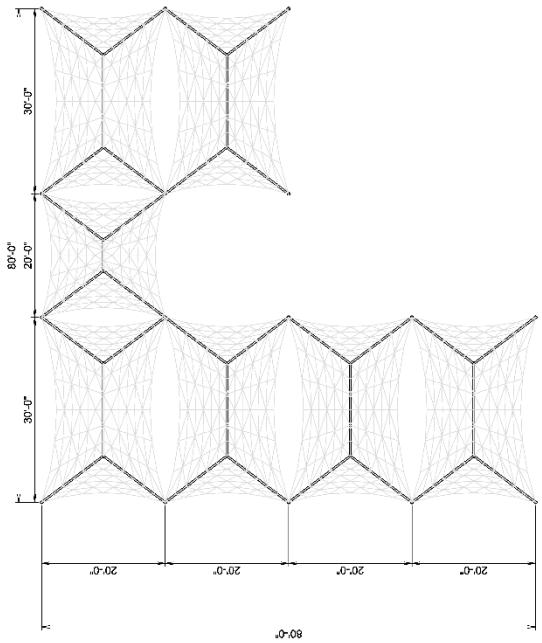
REV.



PERSPECTIVE VIEW

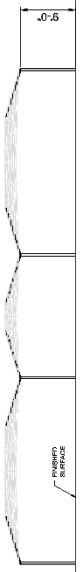


WEST ELEVATION



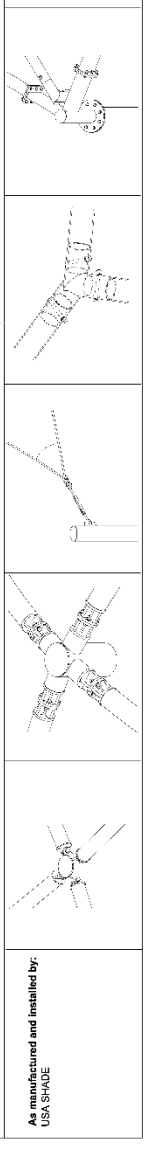

PLAN VIEW

1 PLAN VIEW




SOUTH ELEVATION

Notes:
-All structures will have bolted connections for shipping and installations purposes.
-Standard details being shown as an example. Final details t.b.d. during final Engineering phase.
-All dimensions and heights must be field verified prior to any final design, fabrication or installation work.



As manufactured and installed by:
USA SHADE

## Construction Assumptions

1) The designated area for our structures will be accessible by drive-up for unloading of our trucks and equipment, including personnel man-lifts, forklifts, etc. Should a crane be required and direct access not available, additional costs for such will be submitted by a Change Order.

2) Our pricing is based on the ability to perform all of our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We have assumed one mobilization for the installation of foundations, steel and fabric; if additional mobilizations are required, there will be an additional charge. We will require exclusive access to the area for our work during the construction process.

3) Our pricing does not include daily site delays accessing the work areas. USA SHADE will submit a Change Order for any delays caused by other trades which interfere or cause us to stop working.

4) We will require site sanitary facilities and refuse containers by others within 200 feet of our work.

5) USA SHADE will leave its work and materials in a clean condition at the conclusion of our work.

6) Barricades and public security requirements are not included.

7) Unless specifically included in this proposal, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; or (d) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.

8) Pricing for foundation design is based on drilled pier footings. In the event the geotechnical report requires an alternate configuration, any additional costs incurred will be submitted to the client by a Change Order.

9) Digging of our foundations will not be constrained by any existing concrete or utilities. USA SHADE will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.

10) Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair, resulting in delay, will result in additional charges unless they are

detailed on as-built site drawings provided to USA SHADE or marked on the ground and communicated to USA SHADE in writing prior to installation.

## GENERAL TERMS & CONDITIONS AND WARRANTY

1) **Proposal:** The above proposal is valid for **30 days** from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, USA SHADE & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, USA SHADE & Fabric Structures reserves the right to implement this surcharge, when applicable.

2) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by USA SHADE & Fabric Structures (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase Shade Structures brand shade structures ("Structures") and the services to be provided by the Company, as detailed in the "Structure Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the "Owner").

3) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.

4) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.

5) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner:

> "The manufacturer's warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of the USA SHADE & Fabric Structures warranty."

6) **Insurance Requirements**: Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of theCompany's standard insurance is available for your review prior to acceptance of the Company's proposal.

7) **Payment**: Terms of payment are defined in the "Pricing Details" section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. Progress billing and payment will be required. All payments must be made to Shade Structures, Inc., P.O. Box 734158, Dallas, TX 75373-4158. Company may use all remedies available to it under current laws including, but not limited to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

8) Lien Releases: Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

9) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.

10) **Manufacturing & Delivery:** Manufacturing lead-time from Company's receipt of the "Notice To Proceed" is approximately 6 to 8 weeks for standard structures, and 8 to 12 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.

11) **Return Policy for USA Shade:** At USA Shade, we strive to provide high-quality shade structures that are built to order and tailored to meet the unique needs of our customers. Due to the nature of our business and the customization involved, we have implemented the following return policy:

    1. **No Cancellations or Changes:** Once an order has been released for production, we cannot accept any cancellations or changes to the order. It is crucial for customers to review their order details carefully before finalizing the purchase.
    2. **No Returns:** Due to the customized nature of our shade structures, we do not accept returns. Once the order has been delivered and installed, it is considered a final sale. We encourage customers to thoroughly assess their requirements and specifications before ordering.
    3. **Product Quality Assurance:** We take pride in delivering high-quality shade structures that meet industry standards. Our products undergo rigorous quality control measures to ensure they meet or exceed customer expectations. In the

unlikely event that there is a manufacturing defect or an issue with the product, please get in touch with our customer service department immediately for assistance.

4. **Warranty Coverage:** Our shade structures are backed by a warranty against manufacturing defects or material faults. If you encounter any issues the warranty covers, please take a look at our warranty policy for more instructions on how to proceed.
5. **Customer Support:** We are committed to providing excellent customer service throughout your purchasing journey. If you have any questions or concerns or need help with your order, our dedicated customer support team is here to help. Don't hesitate to contact us via phone, email, or our website's contact form, and we will gladly assist you.

It is essential for customers to understand and acknowledge these terms and conditions before placing an order with USA Shade. Customers agree to abide by this return policy by proceeding with a purchase.

12) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company will complete the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region)

13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). Additionally, an approving agency may require changes in the work from the original design or engineering quoted and provided by the Company (both additions and deletions.) The cost of these changes will be determined by the Company, and a Change Order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any Change Order be essential to the completion of the project, and the Purchaser refuses to authorize such Change Order, then Company will be deemed to have performed its part of the project, and the project and services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees related to the installation of the Structure or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.

15) **Statement of Limited Warranty:**

- The structural integrity of all supplied steel is warranted for ten years.
- If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
- All steel surface finishes are warranted for one year.
- Shadesure™, Colourshade® FR, eXtreme 32™, Commercial 95™, SaFRshade™, and Monotec 370™ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
    - Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated
    - Fabric tops attached to Coolbrella™ structures carry a three year warranty;
    - Individual fabric tops measuring greater than 40' in length are covered by a non-prorated five year warranty;
    - Precontraint 502™ waterproof membrane is subject to an eight year pro-rated warranty.

- Sewing thread is warranted for ten years.

- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed "Customer Checklist and Sign-off" form.

- In its sole discretion, the Company will repair and or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.

- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not guarantee that any particular

color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.

- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at warranty@usa-shade.com for more details.

- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to warranty@usa-shade.com.

- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.

- These limited warranties are void if:

    - the supplied structures, products, services and/or labor are not paid for in full;
    - the structures are not assembled in strict compliance with USA SHADE specifications;
    - any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.

- These limited warranties do not cover defects and/or damages caused by:
    - normal wear and tear;
    - misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
    - ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
    - use, maintenance, neglect, repair, and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.

- The limited warranties explicitly exclude:
    - workmanship related to assembly not provided by the Company or its agents;
    - fabric curtains, valances, and flat vertical panels;
    - fabric tops installed on structures that were not engineered and originally supplied by the Company.

- THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF

REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.

- THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Colourshade ® and eXtreme 32™ are registered trademarks of Multiknit Pty. Ltd.
Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc
Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.
Precontraint 502™ is a registered trademark of Serge Ferrari North America, Inc.

16) **Assembly/Installation:**

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the structure(s) is to be placed.
- Labor for the removal, assembly, and/or freight charges will only be covered by Company in instances where the structures supplied and installed by Company are determined by the Company to be defective. In all cases where structures are not installed by Company, all labor for the removal, assembly, and/or freight of the structures will be the Purchaser's responsibility.
- Installation prices are based on a single mobilization charge. If additional mobilizations are required, there will be additional charges.
- If the requested services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles, or other interference Monday ~ Friday during the hours of 8:00am to 6:00pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if utilities are not easily accessible. Where applicable, all vehicles will be moved prior to Company's crew beginning any installation.
- Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.

17) **Installation/Assembly on-site:** Where installation/assembly is part of the services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the structures are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools, etc., that the structures are to be assembled over must also be detailed, along with their peak heights (if applicable).

18) **Site/Use Review by Purchaser:** Company relies on the Purchaser to determine that the structures ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend, or supply at additional cost, padding for posts from a third party manufacturer.

19) **Preparatory Work:** Where installation/assembly is part of the services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days prior, in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.

20) **Delegation: Subcontractors:** The services and the manufacturing and assembly of the structures may be performed by subcontractors under appropriate agreements with the Company.

21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.

22) **Dispute Resolution**: Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, TX by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.

23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the structures, warranties, or services provided hereunder.

24) **No Third-Party Beneficiaries:** This agreement creates no third-party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.

26) Assignment: Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and insure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

27) Electronic Signatures. Each party agrees that the electronic signatures of the parties to this Agreement, whether digital or encrypted, including but not limited to the use of a typed name, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including but not limited to typed or email electronic signatures.

**PURCHASER:**

_____

Signature: _____

By: _____

Title: _____

Date: _____

NOTE: All purchase orders and contracts should be drafted in the name of

**Shade Structures, Inc.**

# Coversheet

## Review and Consideration of Approval of Custom Painting Contracts

**Section:** V. Business ll
**Item:** AI. Review and Consideration of Approval of Custom Painting Contracts
**Purpose:** Vote
**Submitted by:** Marisol Magana
**Related Material:** Painting Contract.pdf

BACKGROUND:

To ensure our schools maintain a high-quality learning environment and remain fully compliant with Williams Settlement facility standards, interior painting is scheduled for completion over the summer break.
This project will address areas with peeling paint, perform necessary wall repairs, and elevate the overall aesthetic of our educational spaces. Executing this work during the summer minimizes disruptions to student learning and daily school operations.

Fiscal Impact
The total fiscal impact for the interior painting project across four school sites is $140,960.
The cost breakdown per site is as follows:
Benito Juarez Elementary $32,910
Downtown Charter Academy $42,500
John Henry High School $36,400
Richmond Charter Academy $29,150
Total $140,960

RECOMMENDATION:

Staff recommends that the Board approve the interior painting proposals from Custom Painting to ensure facility compliance and preparation for the upcoming school year.

# Board Item Cover Letter

**Board Meeting:** June 11, 2026

**Item:** Interior Painting - Custom Painting

**Submitted By:** Marisol Magaña

## Background and Purpose

To ensure our schools maintain a high-quality learning environment and remain fully compliant with Williams Settlement facility standards, interior painting is scheduled for completion over the summer break.

This project will address areas with peeling paint, perform necessary wall repairs, and elevate the overall aesthetic of our educational spaces. Executing this work during the summer minimizes disruptions to student learning and daily school operations.

## Fiscal Impact

The total fiscal impact for the interior painting project across four school sites is **$140,960**.

The cost breakdown per site is as follows:

| School | Amount |
|---|---|
| Benito Juarez Elementary | $32,910 |
| Downtown Charter Academy | $42,500 |
| John Henry High School | $36,400 |
| Richmond Charter Academy | $29,150 |
| **Total** | **$140,960** |

## Staff Recommendation

Staff recommends that the Board approve the interior painting proposals from Custom Painting to ensure facility compliance and preparation for the upcoming school year.

M.S. CUSTOM PAINTING
WE GET THE JOB DONE ON TIME AND QUALITY WORK

**Marco Santiago**
164 Marks Blvd
Pittsburg, CA 94565
**LIC#1132814**
Marcosntg@gmail.com
510-383-0105

**Date 05-31-2026**

# Interior Painting Proposal.

**Project:** Benito Juarez Elementary School – 1st Floor Interior Painting
**Location:** 1450 Marina Way South, Richmond, CA 94804
**Building Area:** Approximately 48,220 Square Feet

Provide all labor, materials, equipment, supervision, and protection necessary to complete the interior painting of the first floor areas of Benito Juarez Elementary School.

## Scope of Work

**Protect all surrounding surfaces, flooring, fixtures, desk chairs tables from Dust. with plastic**
**Clean all painted wall surfaces to remove dirt, dust, and contaminants.**

**Lightly sand walls frames and all painted surfaces as needed to promote proper paint adhesion. Using a festool sander to collect dust protect vents and fire sensors with plastic to avoid dust**

**Patch minor drywall imperfections, nail holes, dents, and surface damage.**

**Prime** all repaired and patched areas prior to painting.

## Painting

Apply premium high-performance coating to all designated wall surfaces.
Include all accent walls as identified by the Senior Operations Director
Apply paint in accordance with manufacturer's specifications to achieve a uniform finish and appearance.
Paint all designated wall surfaces using **Sherwin-Williams Scuff Tuff Gloss Finish**, selected for its superior durability, clean ability, and resistance to scuffing in high-traffic educational environments.

## Exclusions

The following items are specifically excluded from this proposal:

Office rooms
Not Painted Window frames and
Door frames
Major drywall repairs or reconstruction
Abatement of hazardous materials
Work outside designated first-floor interior wall surfaces

## Materials

This proposal includes all necessary materials, including:

Sherwin-Williams Scuff Tuff Gloss Paint
Primers
Patching compounds
Caulking and sundry materials
Protective coverings and masking materials

## Workforce & Schedule

Crew Size: 4 Professional Painters
Estimated Duration: 15 to 18 Working Days
Work schedule to be coordinated with school administration to minimize disruption to operations.

# Price

### Total Contract Amount: $32,910

This proposal includes all labor, materials, equipment, supervision, cleanup, and disposal associated with the work described above.

## Warranty

### 3-Year Workmanship Warranty

Covers peeling, blistering, or flaking paint caused by improper surface preparation or application.
Covers touch-ups related to workmanship defects.

**Excludes** damage caused by:

- Building movement or settling
- Water intrusion, leaks, or moisture issues
- Vandalism, abuse, impact damage, or normal wear and tear
- Existing substrate failures or previously damaged surfaces
- Areas repaired or altered by others after project completion

# Client Authorization

By signing below, the client acknowledges and agrees to the scope of work, materials, schedule, payment terms, and warranty conditions outlined in this estimate.

**Contractor: M.S. Custom Painting – Marco Santiago**
Signature: _____
Date: _____

**Client Name:** _____
Signature: _____
Date: _____

M.S. CUSTOM PAINTING
WE GET THE JOB DONE ON TIME AND QUALITY WORK

**Marco Santiago**
**164 Marks Blvd**
**Pittsburg, CA 94565**
**LIC#1132814**
**Marcosntg@gmail.com**
**510-383-0105**

**Date 05-31-2026**

# Interior Painting Proposal

**Project:** Downtown Charter Academy – Interior Painting
**Location:** 2000 Dennison Street, Oakland, CA 94606
**Building Area:** Approximately 42,000 Square Feet (Two-Level Building)

Provide all labor, materials, equipment, supervision, and protection necessary to complete the interior painting of designated areas at Downtown Charter Academy.

## Scope of Work

**Protect all surrounding surfaces, flooring, fixtures, desk chairs tables from Dust. with plastic**
**Clean all painted wall surfaces to remove dirt, dust, and contaminants.**

**Lightly sand walls frames and all painted surfaces as needed to promote proper paint adhesion. Using a festool sander to collect dust protect vents and fire sensors with plastic to avoid dust**
**Patch minor drywall imperfections, nail holes, dents, and surface damage.**

**Prime** all repaired and patched areas prior to painting.

**Painting**

Apply premium high-performance coatings to all designated wall surfaces throughout both building levels.

Include all accent walls and multiple color schemes as identified by the *Senior Operations Director*
Paint all previously painted  door frames.
Paint stairways, hallway posts, corridors, classrooms, common areas, and other designated interior surfaces.
Paint high walls and high ceiling areas that are currently unpainted.
Include painting of exposed metal structural located at the second-floor ceiling area.
Apply paint in accordance with manufacturer's specifications to achieve a uniform finish and appearance.
Use **Sherwin-Williams Scuff Tuff Gloss Finish** on all painted surfaces for maximum durability, cleanability, and resistance to scuffing in high-traffic educational environments.

### Exclusions

The following items are specifically excluded from this proposal:

Major drywall repairs or reconstruction beyond normal patching.
Abatement of hazardous materials.
Large auditorium ceiling.

### Materials

This proposal includes all necessary materials, including:

Sherwin-Williams Scuff Tuff Gloss Paint
Primers
Patching compounds
Caulking and sundry materials
Protective coverings and masking materials
Equipment required to access high walls and ceiling areas

### Workforce & Schedule

Crew Size: 4 Professional Painters
Estimated Duration: 18 to 22 Working Days
Work schedule to be coordinated with school administration to minimize disruption to operations.

## Price

**Total Contract Amount: $ 42,500**

This proposal includes all labor, materials, equipment, supervision, cleanup, and disposal associated with the work described above.

**Warranty**

**3-Year Workmanship Warranty**

Covers peeling, blistering, or flaking paint caused by improper surface preparation or application.

Covers touch-ups related to workmanship defects.

**Excludes** damage caused by:

Building movement or settling

Water intrusion, leaks, or moisture issues

Vandalism, abuse, impact damage, or normal wear and tear

Existing substrate failures or previously damaged surfaces

- Areas repaired or altered by others after project completion

# Client Authorization

By signing below, the client acknowledges and agrees to the scope of work, materials, schedule, payment terms, and warranty conditions outlined in this estimate.

**Contractor: M.S. Custom Painting – Marco Santiago**

Signature: _____

Date: _____

**Client Name:** _____

Signature: _____

Date: _____

M.S. CUSTOM PAINTING
WE GET THE JOB DONE ON TIME AND QUALITY WORK

**Marco Santiago**
164 Marks Blvd
Pittsburg, CA 94565
**LIC#1132814**
Marcosntg@gmail.com
510-383-0105

**Date 05-31-2026**

# Interior Painting Proposal

**Project:** John Henry High School – Interior Painting
**Location:** 1402 Marina Way South, Richmond, CA 94804
**Building Area:** Approximately 40,320 Square Feet

Provide all labor, materials, equipment, supervision, and protection necessary to complete the interior painting of designated areas at John Henry High School.

## Scope of Work

**Protect all surrounding surfaces, flooring, fixtures, desk chairs tables from Dust. with plastic**
**Clean all painted wall surfaces to remove dirt, dust, and contaminants.**

**Lightly sand walls frames and all painted surfaces as needed to promote proper paint adhesion. Using a festool sander to collect dust protect vents and fire sensors with plastic to avoid dust**
**Patch minor drywall imperfections, nail holes, dents, and surface damage.**

**Prime** all repaired and patched areas prior to painting.

## Painting

Apply premium high-performance coatings to all designated wall surfaces.
Include all accent walls and multiple color schemes as identified by the Senior Operations Director
Paint all previously painted interior doors on both sides.
Paint high walls, stairwells, corridors, classrooms, common areas, and other designated interior surfaces.
Apply paint in accordance with manufacturer's specifications to achieve a uniform finish and appearance.
Use **Sherwin-Williams Scuff Tuff Gloss Finish** on all painted surfaces for maximum durability, clean ability, and resistance to scuffing in high-traffic educational environments.

## Exclusions

The following items are specifically excluded from this proposal:

Office rooms
Not painted Window frames and Door frames
Major drywall repairs or reconstruction
Abatement of hazardous materials
Work outside designated interior painted surfaces

## Materials

This proposal includes all necessary materials, including:

Sherwin-Williams Scuff Tuff Gloss Paint
Primers
Patching compounds
Caulking and sundry materials
Protective coverings and masking materials
Ladders and equipment required to access high walls

## Workforce & Schedule

Crew Size: 4 Professional Painters
Estimated Duration: 15 to 18 Working Days
Work schedule to be coordinated with school administration to minimize disruption to operations.

# Price

### Total Contract Amount: $ 36,400

This proposal includes all labor, materials, equipment, supervision, cleanup, and disposal associated with the work described above.

**Warranty**

**3-Year Workmanship Warranty**
Covers peeling, blistering, or flaking paint caused by improper surface preparation or application.
Covers touch-ups related to workmanship defects.

**Excludes** damage caused by:
Building movement or settling
Water intrusion, leaks, or moisture issues
Vandalism, abuse, impact damage, or normal wear and tear
Existing substrate failures or previously damaged surfaces
◦ Areas repaired or altered by others after project completion

# Client Authorization

By signing below, the client acknowledges and agrees to the scope of work, materials, schedule, payment terms, and warranty conditions outlined in this estimate.

**Contractor: M.S. Custom Painting – Marco Santiago**
Signature: _____
Date: _____

**Client Name:** _____
Signature: _____
Date: _____

M.S. CUSTOM PAINTING
WE GET THE JOB DONE ON TIME AND QUALITY WORK

**Marco Santiago**
164 Marks Blvd
Pittsburg, CA 94565
**LIC#1132814**
Marcosntg@gmail.com
510-383-0105

**Date 05-31-2026**

# Interior Painting Proposal

**Project:** Richmond Charter Academy – 2nd Floor Interior Painting
**Location:** 1450 Marina Way South, Richmond, CA 94804
**Building Area:** Approximately 32,000 Square Feet

Provide all labor, materials, equipment, supervision, and protection necessary to complete the interior painting of the second floor areas of Richmond Charter Academy.

## Scope of Work

**Protect all surrounding surfaces, flooring, fixtures, desk chairs tables from Dust. with plastic**
**Clean all painted wall surfaces to remove dirt, dust, and contaminants.**

**Lightly sand walls frames and all painted surfaces as needed to promote proper paint adhesion. Using a festool sander to collect dust protect vents and fire sensors with plastic to avoid dust**

**Patch minor drywall imperfections, nail holes, dents, and surface damage.**

**Prime** all repaired and patched areas prior to painting.

### Painting

Apply premium high-performance coating to all designated wall surfaces.
Include all accent walls as identified by the Owner.
Apply paint in accordance with manufacturer's specifications to achieve a uniform finish and appearance.
Paint all designated wall surfaces using **Sherwin-Williams Scuff Tuff Gloss Finish**, selected for its superior durability, clean ability, and resistance to scuffing in high-traffic educational environments.

### Exclusions

The following items are specifically excluded from this proposal:

Office rooms
not painted Window frames and
Door frames
Major drywall repairs or reconstruction
Abatement of hazardous materials
Work outside designated second-floor interior wall surfaces
stair ways

### Materials

This proposal includes all necessary materials, including:

Sherwin-Williams Scuff Tuff Gloss Paint
Primers
Patching compounds
Caulking and sundry materials
Protective coverings and masking materials

### Workforce & Schedule

Crew Size: 4 Professional Painters
Estimated Duration: 10 to 14 Working Days
Work schedule to be coordinated with school administration to minimize disruption to operations.

## Price

**Total Contract Amount: $ 29,150**

This proposal includes all labor, materials, equipment, supervision, cleanup, and disposal associated with the work described above.

## Warranty

### 3-Year Workmanship Warranty

Covers peeling, blistering, or flaking paint caused by improper surface preparation or application.
Covers touch-ups related to workmanship defects.

**Excludes** damage caused by:

- Building movement or settling
- Water intrusion, leaks, or moisture issues
- Vandalism, abuse, impact damage, or normal wear and tear
- Existing substrate failures or previously damaged surfaces
- Areas repaired or altered by others after project completion

# Client Authorization

By signing below, the client acknowledges and agrees to the scope of work, materials, schedule, payment terms, and warranty conditions outlined in this estimate.

**Contractor: M.S. Custom Painting – Marco Santiago**
Signature: _____
Date: _____

**Client Name:** _____
Signature: _____
Date: _____

# Coversheet

## Review and Consideration of Approval of Kya HVAC Contract for Benito Juarez Elementary

**Section:** V. Business ll
**Item:** AJ. Review and Consideration of Approval of Kya HVAC Contract for Benito Juarez Elementary
**Purpose:** Vote
**Submitted by:** Marisol Magana
**Related Material:** HVAC Replacement - Kya.pdf

BACKGROUND:

This item requests Board approval to contract for the HVAC replacement at Benito Juarez Elementary (1450 Marina Way South, Richmond, CA). One of the two existing 75-ton Trane Box Car rooftop units is currently operating at 50% of its capacity. The proposed scope of work includes the turnkey demolition and hazardous refrigerant recovery of the old unit, followed by the rigging, installation, and engineering of a new, high-efficiency 75-ton Trane Packaged Rooftop Unit. To prevent any disruption to instructional time and school operations, all heavy demolition and crane installation labor will be executed over weekend hours.

Fiscal Impact: Total Project Cost: $547,869.00 (Fixed pricing backed by CMAS; valid for 30 days)

RECOMMENDATION:

Staff strongly recommends that the Board of Directors approve the HVAC replacement proposal for Benito Juarez Elementary in the amount of $547,869.00

# Board Item Cover Letter

**Board Meeting:** June 11, 2026

**Item:** HVAC Replacement - Kya Group

**Submitted By:** Marisol Magaña

## Background and Purpose:

This item requests Board approval to contract for the HVAC replacement at Benito Juarez Elementary (1450 Marina Way South, Richmond, CA). One of the two existing 75-ton Trane Box Car rooftop units is currently operating at 50% of its capacity. The proposed scope of work includes the turnkey demolition and hazardous refrigerant recovery of the old unit, followed by the rigging, installation, and engineering of a new, high-efficiency 75-ton Trane Packaged Rooftop Unit. To prevent any disruption to instructional time and school operations, all heavy demolition and crane installation labor will be executed over weekend hours.

**Fiscal Impact:** Total Project Cost: $547,869.00 (Fixed pricing backed by CMAS; valid for 30 days)

## Staff Recommendation:

Staff strongly recommends that the Board of Directors approve the HVAC replacement proposal for Benito Juarez Elementary in the amount of $547,869.00

EMPLOYEE OWNED

**PREPARED FOR**

Marisol Magana
Amethod Public Schools

mmagana@amethodschools.org

06/03/2026

# Amethod Schools - HVAC Replacement

***Project Number*** P-0107346

KYA CMAS 4-20-78-0089C GSA

Contact

David Valle
1800 E. McFadden Ave.
Santa Ana, CA
david.valle@thekyagroup.com

Pages 6

LICENCE 984827 (B, C15, D12, A, C20, C10, C33)
DIR #1000003379

KYA
EMPLOYEE OWNED

Proposal: P-0107346
To: Amethod Public Schools
1450 Marina Way S
Richmond CA 94804

Address: 1450 Marina Way South
Richmond CA, 94804

Date: 06/03/2026
Terms:

Site Qualifications and General Scope of Work

| Priced Per KYA CMAS 4-20-78-0089C GSA, See Qualifications |
|---|

Notes: Sales tax rate will be based upon the shipping address. Price is good for 30 days from date of quote.

Intials _____

KYA
EMPLOYEE OWNED

# SCOPE OF WORK - PRICING

| Item | Quantity | U/M | Price | Value | Taxable |
|---|---|---|---|---|---|
| ELM50AC001ELEMENTSAIRE 50-TON COMFORT SYSTEM (PACK | 1 | EA | $188,171.27 | $188,171.27 | |
| ELM5AC002ELEMENTSAIRE 5-TON COMFORT SYSTEM (BARD- | 5 | EA | $25,135.96 | $125,679.80 | |
| SPDCTSPIRAL DUCTING | 810 | LF | $26.77 | $21,683.70 | |
| HON-BAC-006BUILDING AUTOMATION CONTROLS | 6 | EA | $30,924.24 | $185,545.44 | |
| HVAC Installer | 60 | HRS | $165.12 | $9,907.20 | |
| HVAC Technician | 40 | HRS | $132.09 | $5,283.60 | |
| Carpenter Journeyman | 40 | HRS | $147.49 | $5,899.60 | |
| Bonds | 1 | EA | $5,698.39 | $5,698.39 | |
| | | | **Total Price** | **$547,869.00** | |

Intials _____

KYA
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# CONDITIONS AND WARRANTY

1) Proposal:
The above proposal is valid for 30 days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, KYA Services, LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, KYA Services, LLC reserves the right to implement this surcharge when applicable. Any job that is accepted prior to December 31st of the current year and scheduled to install after December 31st of the current year is subject to price increase. All project proposals based on a specific set/sets of plans are considered preliminary budgets and may be subject to pricing changes once the plans are approved by the relevant authority

2) Purchase:
By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by KYA Services, LLC . (the “Company”), the purchaser identified above (“you” or the “Purchaser”) agrees to purchase the materials and the services to be provided by the “Company”, as detailed in the Pricing and “General Scope of Work” sections in this agreement, above. Any additional costs arising from tariff changes shall be deemed pass-through costs and shall be paid by the Client upon receipt of supporting documentation from the Contractor.

3) Standard Exclusions:
Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner’s property around the installation site. (c) repair or replacement of any Purchaser or Owner- supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

4) Insurance Requirements:
Company is not required to provide any insurance coverage in excess of Company’s standard insurance. A copy of the Company’s standard insurance is available for your review prior to acceptance of the Company’s proposal.

5) Payment;
Terms of payment are defined in the “Pricing” details section and are specific to this contract. For purposes of this agreement, “Completion” is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 5% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to KYA Services, LLC 1800 E. McFadden Ave., Santa Ana, CA 92705 . If the Purchaser or Owner fails or delays in making any scheduled milestone payments , the Company may suspend the fulfilment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

6) Lien Releases:
Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner, Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

7) Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:
Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the “General Scope of Work”. The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the “General Scope of Work” will result in additional cost to Purchaser.

8) Manufacturing and Delivery:
Manufacturing lead-time and delivery varies depending on the product purchased.

9) Returned Product, Deposits and/ or Cancelled Order:
From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

Intials _____

KYA
EMPLOYEE OWNED

10) Concealed Conditions:
"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) Changes in the Work:
During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) Warranty; Limitations of Liability:
Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made. COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER). The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) Indemnification:
To the fullest extent permitted by law. Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) Delegation: Subcontractors:
The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company

15) Force Majeure: Impracticability:
The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) Dispute Resolution:
Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in CA, 92705 by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) Entire Agreement; No Reliance:
This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

Intials _____

KYA
EMPLOYEE OWNED

18) No Third-Party Beneficiaries:
This agreements creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) Governing Law:
This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) Assignment:
Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the date executed by the company: KYA Services, LLC

Accepted by:

| | |
|---|---|
| Signature: | Signature: |
| By: (Print) | By: (Print) |
| Title: | Title: |
| Date: | Date: |

Intials _____

# Coversheet

## Review and Consideration of Approval of Garfias Flooring Inc. Replacement and Repair Proposal for Downtown Charter Academy

**Section:** V. Business ll
**Item:** AK. Review and Consideration of Approval of Garfias Flooring Inc. Replacement and Repair Proposal for Downtown Charter Academy
**Purpose:** Vote
**Submitted by:** Marisol Magana
**Related Material:** Flooring Estimate.pdf

BACKGROUND:

To maintain a safe, high-quality learning environment, this item requests approval for a flooring replacement project at Downtown Charter Academy. These flooring repairs and replacements are necessary to ensure our campus remains fully compliant with Williams monitoring facilities inspections regarding safe and well- maintained school environments. The project will be executed over the summer break to ensure zero disruption to student learning and daily school operations.

Fiscal Impact
The total fiscal impact for this flooring project at Downtown Charter Academy is $83,889.23.

RECOMMENDATION:

Staff recommends that the Board approve the flooring replacement proposal for Downtown Charter Academy in the amount of $83,889.23 to fulfill Williams compliance guidelines, ensure student safety, and provide a refreshed campus environment for the upcoming school year.

# Board Item Cover Letter

**Board Meeting:** June 11, 2026

**Item:** Flooring Replacement and Repair Proposal - Garfias Flooring, Inc.

**Submitted By:** Marisol Magaña

## Background and Purpose

To maintain a safe, high-quality learning environment, this item requests approval for a flooring replacement project at Downtown Charter Academy.

These flooring repairs and replacements are necessary to ensure our campus remains fully compliant with Williams monitoring facilities inspections regarding safe and well-maintained school environments. The project will be executed over the summer break to ensure zero disruption to student learning and daily school operations.

## Fiscal Impact

The total fiscal impact for this flooring project at Downtown Charter Academy is $83,889.23.

## Staff Recommendation

Staff recommends that the Board approve the flooring replacement proposal for Downtown Charter Academy in the amount of $83,889.23 to fulfill Williams compliance guidelines, ensure student safety, and provide a refreshed campus environment for the upcoming school year.

# ESTIMATE

**Garfias Flooring, Inc. License # 986202**
17788 Golden Spike Trail
Lathrop, California 95330
United States

Phone: 510 750 7100
Fax: 209 227 5136
Mobile: 510 750 7100
garfiasflooringinc.com

BILL TO
**DOWNTOWN CHARTER ACADEMY**
2000 Dennison Street
Oakland, California 94606
United States

510 334 9221
mmagana@amethodschools.org

SHIP TO
**Marisol Magana**
2000 Dennison Street
Oakland, California 94606
United States

510 334 9221

| | |
|---|---|
| **Estimate Number:** | GFI000359 |
| **Customer Ref:** | DCA-MM |
| **Estimate Date:** | June 5, 2026 |
| **Valid Until:** | July 5, 2026 |
| **Grand Total (USD):** | **$83,889.23** |

| Items | Quantity | Price | Amount |
|---|---|---|---|
| **V.C.T.**<br>V.C.T. MATERIALS: First and Second floor.<br>STYLE: Standard Excelon Imperial Texture<br>COLOR: 51903 BLUE/GRAY 90%<br>COLOR: 51878 GOLDEN | 9653 | $2.59 | $25,001.27 |
| **Glue**<br>4 gal buket | 12 | $115.33 | $1,383.96 |
| **RUBBER BASE**<br>MATERIALS<br>Rubber base 4 in. | 2400 | $1.35 | $3,240.00 |
| **pull up glue down carpet**<br>Pull up glue down carpet and haul away. | 7875 | $0.75 | $5,906.25 |
| **floor prep**<br>basic grinding & embossing | 9327 | $0.75 | $6,995.25 |
| **INSTALL V.C.T.**<br>BASIC INSTALLATION | 9653 | $1.75 | $16,892.75 |
| **RUBBER BASE**<br>Install new rubber base 4 in.<br>40 glue tubs | 2400 | $1.25 | $3,000.00 |
| **RUBBER STAIR TREADS**<br>MATERIALS AND LABOR<br>Rubber Stairs Treads and Risers. | 25 | $145.79 | $3,644.75 |

# ESTIMATE

**Garfias Flooring, Inc. License # 986202**
17788 Golden Spike Trail
Lathrop, California 95330
United States

Phone: 510 750 7100
Fax: 209 227 5136
Mobile: 510 750 7100
garfiasflooringinc.com

| Items | Quantity | Price | Amount |
|---|---|---|---|
| 15 Steps 72 in wide<br>10 steps 60 in wide<br>COLOR: Gray | | | |
| **floor prep**<br>Special floor prep room#112 | 1 | $1,200.00 | $1,200.00 |
| **pull up V.C.T.**<br>Pull up and haul away v.c.t. | 1320 | $1.25 | $1,650.00 |
| **Hardwood Flooring**<br>ROOM #133 GYM<br>HARDWOOD STYLE (TBD)<br>PULL UP AND HAUL AWAY OLD WOOD.<br>MATERIALS AND LABOR. | 1 | $14,975.00 | $14,975.00 |

**Grand Total (USD): $83,889.23**

**Notes / Terms**

Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

ACCEPTANCE

GARFIAS FLOORING INC. is hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which the undersigned to pay the amount mentioned in said proposal, and according to the terms thereof.

ACCEPTED_____ DATE:_____

# ESTIMATE

**Garfias Flooring, Inc. License # 986202**
17788 Golden Spike Trail
Lathrop, California 95330
United States

Phone: 510 750 7100
Fax: 209 227 5136
Mobile: 510 750 7100
garfiasflooringinc.com

NOTICE TO OWNER

DEPOSIT ON SPECIAL ORDERS THAT ARE CANCELLED ARE NON_REFUNDABLE. GARFIAS FLOORING INC. WILL NOT BE RESPONSIBLE FOR MOVING FURNITURE, APPLIANCES OR HAULING-OFF OLD CARPET OF PAD. INSTALLATION SHALL BE IN ACCORDANCE WITH THE LATEST RECOGNIZED STANDARD OF SPECIFICATIONS. WE ASSUME NO RESPONSIBILITY FOR DEFECTS IN FLOOR COVERING CAUSED BY FAULTY PLYSCORE, OR OTHER SUB FLOORING. AREAS TO BE COVERED SHALL BE FREE OF DEBRIS AND BROOM CLEAN. ESTIMATES GOOD FOR 30 DAYS ONLY. ALL LABOR IS GUARANTEED FOR ONE YEAR. ALL MATERIALS REMAIN PROPERTY OF GARFIAS FLOORING INC. UNTIL ORDER IS PAID IN FULL.

# Coversheet

## Review and Consideration of Approval of Bay Pro Landscaping Service Proposals for 1402 and 1450 Marina Way South

**Section:** V. Business II
**Item:** AL. Review and Consideration of Approval of Bay Pro Landscaping Service Proposals for 1402 and 1450 Marina Way South
**Purpose:** Vote
**Submitted by:** Marisol Magana
**Related Material:** Bay Pro Proposals.pdf

BACKGROUND:

This item requests Board approval to authorize upcoming landscaping, tree maintenance, and irrigation services with Bay Pro Landscaping Services at our Richmond campuses. Because the cumulative annual expenditures with this vendor have reached the CEO's authorized spending threshold, any additional work requires formal Board approval before a purchase order can be issued and work can commence. The proposed scope of work addresses summer maintenance to ensure campus safety and utility efficiency.

Fiscal Impact
The total fiscal impact to execute these proposed services is $14,693.

RECOMMENDATION:

Staff recommends that the Board approve the proposals from Bay Pro Landscaping Services in the amount of $14,693

# Board Item Cover Letter

**Board Meeting:** June 11, 2026

**Item:** Landscaping Service Proposals – Bay Pro

**Submitted By:** Marisol Magaña

## Background and Purpose

This item requests Board approval to authorize upcoming landscaping, tree maintenance, and irrigation services with Bay Pro Landscaping Services at our Richmond campuses.
Because the cumulative annual expenditures with this vendor have reached the CEO's authorized spending threshold, any additional work requires formal Board approval before a purchase order can be issued and work can commence.

The proposed scope of work addresses summer maintenance to ensure campus safety and utility efficiency.

## Fiscal Impact

The total fiscal impact to execute these proposed services is **$14,693**.
The breakdown of the estimates by location is outlined below:

| Estimate # | Amount | Description | Location |
|---|---|---|---|
| 16178 | $3,500 | Trimming 25 Trees | 1450 Marina Way S., Richmond, CA 94804 |
| 16179 | $1,680 | Tree  trimming 12 Trees | 1402 Marina Way S., Richmond, CA 94804 |
| 16236 | $4,738 | Irrigation System Check 1402 Marina Way | 1402 Marina Way S., Richmond, CA 94804 |
| 16237 | $4,775 | Irrigation System Check 1450 Marina Way | 1450 Marina Way S., Richmond, CA 94804 |
| **Total** | **$14,693** | | |

## Staff Recommendation

Staff recommends that the Board approve the proposals from Bay Pro Landscaping Services in the amount of $14,693.

# ESTIMATE

**Bay Pro**
P.O. Box 102603
Pasadena, CA 91189

info@baypro.com
+1 (408) 490-3434
www.baypro.com

Landscape Services for Professional Property Managers

## Amethod Public Schools:1450 Marina Way South

**Bill to**
Amethod Public Schools
1450 Marina Way South
Richmond, CA 94804

**Ship to**
Amethod Public Schools
1450 Marina Way South
Richmond, CA 94804

**Estimate details**
Estimate no.: 16178
Estimate date: 03/26/2026

Account Manager: Angel Garcia,
AGarcia@baypro.com

| # | Date | Product or service | Description | Qty | Rate | Amount |
|---|---|---|---|---|---|---|
| 1. | | **Tree Trimming** | Scope of Work<br><br>This proposal is for tree trimming services on the property. The work includes the following:<br><br>Broad-Leaved Paperbark (11 trees): Deadwood removal and end weight reduction<br>New Zealand Christmas Tree (11 trees): Deadwood removal and end weight reduction<br>Chinese Privet (3 trees): Deadwood removal and complete pruning<br><br>All work will be performed to improve tree health, safety, and overall appearance.<br><br>Please review the proposal and let us know if you would like to proceed with the work | 1 | $3,500.00 | $3,500.00 |

**Total** **$3,500.00**

## Note to customer

Your estimate is attached. Please approve by signing a paper copy or pdf, or simply replying to this email saying "Approved".
Please note that prices include taxes, labor, material, delivery and install cost unless stated otherwise.

Thank you for the business,

Regards,
Team

Contact us for 40% off Turf replacement Rebate program in most counties. 5,000 square feet minimum and other conditions apply.

Please Note:
1. Our estimates are valid only for 90 days due to inflation
2. Timely approval of irrigation estimates helps you lower water cost
3. We guarantee all of our work for 6 months. After that its owner's responsibility.
4. For irrigation audit proposals, the estimate is only a snapshot of problems we found at the time of audit. It is possible that more repairs are required.

---

**Accepted date** **Accepted by**

# ESTIMATE

**Bay Pro**
P.O. Box 102603
Pasadena, CA 91189

info@baypro.com
+1 (408) 490-3434
www.baypro.com

Landscape Services for Professional Property Managers

## Amethod Public Schools:1402 Marina Way South

**Bill to**
Amethod Public Schools
1402 Marina Way - South
Richmond, CA 94804

**Ship to**
Amethod Public Schools
1402 Marina Way South
Richmond, CA 94804

**Estimate details**
Estimate no.: 16179
Estimate date: 03/26/2026

Account Manager: Angel Garcia,
AGarcia@baypro.com

| # | Date | Product or service | Description | Qty | Rate | Amount |
|---|---|---|---|---|---|---|
| 1. | | **Tree Trimming** | Scope of Work<br><br>This proposal is for tree trimming services on the property. The work includes the following:<br><br>Southern Live Oak (7 trees): Deadwood removal and general maintenance<br>Chinese Plum (2 trees): Building clearance and deadwood removal<br>Chinese Privet (2 trees): Deadwood removal and complete pruning<br>Broad-Leaved Paperbark (1 tree): Deadwood removal and end weight reduction<br><br>All work will be performed to improve tree health, safety, and overall appearance.<br><br>Please review the proposal and let us know if you would like to proceed with the work. | 1 | $1,680.00 | $1,680.00 |

**Total** **$1,680.00**

## Note to customer

Your estimate is attached. Please approve by signing a paper copy or pdf, or simply replying to this email saying "Approved".
Please note that prices include taxes, labor, material, delivery and install cost unless stated otherwise.

Thank you for the business,

Regards,
Team

Contact us for 40% off Turf replacement Rebate program in most counties. 5,000 square feet minimum and other conditions apply.

Please Note:
1. Our estimates are valid only for 90 days due to inflation
2. Timely approval of irrigation estimates helps you lower water cost
3. We guarantee all of our work for 6 months. After that its owner's responsibility.
4. For irrigation audit proposals, the estimate is only a snapshot of problems we found at the time of audit. It is possible that more repairs are required.

---

**Accepted date** **Accepted by**

# ESTIMATE

**Bay Pro**
P.O. Box 102603
Pasadena, CA 91189

info@baypro.com
+1 (408) 490-3434
www.baypro.com

Landscape Services for Professional Property Managers

## Amethod Public Schools:1402 Marina Way South

**Bill to**
Amethod Public Schools
1402 Marina Way - South
Richmond, CA 94804

**Ship to**
Amethod Public Schools
1402 Marina Way South
Richmond, CA 94804

**Estimate details**
Estimate no.: 16236
Estimate date: 04/03/2026

Account Manager: Angel Garcia,
AGarcia@baypro.com

| # | Date | Product or service | Description | Qty | Rate | Amount |
|---|---|---|---|---|---|---|
| 1. | | **Irrigation System Check** | Irrigation System Check Repairs<br><br>This proposal is for the irrigation system check we completed on the property. Please find attached the full details of the inspection and the required repairs. In summary, we identified several issues, and this proposal outlines all the necessary repairs to restore the system's functionality. | 1 | $4,738.00 | $4,738.00 |

**Total** **$4,738.00**

## Note to customer

Your estimate is attached. Please approve by signing a paper copy or pdf, or simply replying to this email saying "Approved".
Please note that prices include taxes, labor, material, delivery and install cost unless stated otherwise.

Thank you for the business,

Regards,
Team

Contact us for 40% off Turf replacement Rebate program in most counties. 5,000 square feet minimum and other conditions apply.

Please Note:
1. Our estimates are valid only for 90 days due to inflation
2. Timely approval of irrigation estimates helps you lower water cost
3. We guarantee all of our work for 6 months. After that its owner's responsibility.
4. For irrigation audit proposals, the estimate is only a snapshot of

problems we found at the time of audit. It is possible that more repairs are required.

| Accepted date | Accepted by |
| --- | --- |

# ESTIMATE

**Bay Pro**
P.O. Box 102603
Pasadena, CA 91189

info@baypro.com
+1 (408) 490-3434
www.baypro.com

Landscape Services for Professional Property Managers

## Amethod Public Schools:1450 Marina Way South

**Bill to**
Amethod Public Schools
1450 Marina Way South
Richmond, CA 94804

**Ship to**
Amethod Public Schools
1450 Marina Way South
Richmond, CA 94804

**Estimate details**
Estimate no.: 16237
Estimate date: 04/03/2026

Account Manager: Angel Garcia,
AGarcia@baypro.com

| # | Date | Product or service | Description | Qty | Rate | Amount |
|---|---|---|---|---|---|---|
| 1. | | **Irrigation System Check** | Irrigation System Check Repairs<br><br>This proposal is for the irrigation system check we completed on the property. Please find attached the full details of the inspection and the required repairs. In summary, we identified several issues, and this proposal outlines all the necessary repairs to restore the system's functionality. | 1 | $4,775.00 | $4,775.00 |

**Total** **$4,775.00**

## Note to customer

Your estimate is attached. Please approve by signing a paper copy or pdf, or simply replying to this email saying "Approved".
Please note that prices include taxes, labor, material, delivery and install cost unless stated otherwise.

Thank you for the business,

Regards,
Team

Contact us for 40% off Turf replacement Rebate program in most counties. 5,000 square feet minimum and other conditions apply.

Please Note:
1. Our estimates are valid only for 90 days due to inflation
2. Timely approval of irrigation estimates helps you lower water cost
3. We guarantee all of our work for 6 months. After that its owner's responsibility.
4. For irrigation audit proposals, the estimate is only a snapshot of

problems we found at the time of audit. It is possible that more repairs are required.

| Accepted date | Accepted by |
| --- | --- |

# Coversheet

## Review and Consideration of Approval of Amplify Science & Math Curriculum Quotes

**Section:** V. Business ll
**Item:** AM. Review and Consideration of Approval of Amplify Science & Math Curriculum Quotes
**Purpose:** Vote
**Submitted by:** Adrienne Barnes
**Related Material:** Amplify Quotes.pdf

BACKGROUND:

Quotes presented are for 3 years of science curriculum (BJE, DCA, RCA) and 1 year of math curriculum (DCA only).

RECOMMENDATION:

Staff recommends approval

Desmos Math
DCA

Amplify.

# Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

| | |
|---|---|
| Quote #: | Q-720143-2 |
| PQ #: | PQ 250811-462039 |
| Date: | 6/2/2026 |
| Expires On: | 7/2/2026 |
| Delivery Service Level: | Standard |

Customer Contact Information
Michelle Coleman
Amethod Public Schools
5103748064
mcoleman@amethodschools.org

Amplify Contact Information
Lance Burbank
Account Executive
lburbank@amplify.com

1 Year
CA Amplify Desmos Math G6-8

**Grade 6**

| PRODUCT | PRICE | QUANTITY FREE | QUANTITY CHARGE | TOTAL PRICE |
|---|---|---|---|---|
| Amplify Desmos Math California G6 Teacher Digital License - 1yr (2026-2027) | $160.00 | 1 | 0 | $0.00 |
| Amplify Desmos Math California G6 Student Digital License - 1yr (2026-2027) | $30.00 | 0 | 130 | $3,900.00 |
| TOTAL | | | | $3,900.00 |

**Grade 7**

| PRODUCT | PRICE | QUANTITY FREE | QUANTITY CHARGE | TOTAL PRICE |
|---|---|---|---|---|
| Amplify Desmos Math California G7 Teacher Digital License - 1yr (2026-2027) | $160.00 | 1 | 1 | $160.00 |
| Amplify Desmos Math California G7 Student Digital License - 1yr (2026-2027) | $30.00 | 0 | 137 | $4,110.00 |
| TOTAL | | | | $4,270.00 |

**Grade 8**

| PRODUCT | PRICE | QUANTITY FREE | QUANTITY CHARGE | TOTAL PRICE |
|---|---|---|---|---|
| Amplify Desmos Math California G8 Teacher Digital License - 1yr (2026-2027) | $160.00 | 1 | 1 | $160.00 |

| PRODUCT | PRICE | QUANTITY FREE | QUANTITY CHARGE | TOTAL PRICE |
|---|---|---|---|---|
| Amplify Desmos Math California G8 Student Digital License - 1yr (2026-2027) | $30.00 | 0 | 146 | $4,380.00 |
| TOTAL | | | | $4,540.00 |

| | |
|---|---|
| SUBTOTAL | $12,710.00 |
| ESTIMATED SALES TAX (10%) | $0.00 |
| GRAND TOTAL | $12,710.00 |

## Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: http://www.amplify.com/w-9.pdf

License and Services Term:

- Licenses: 07/01/2026 until 06/30/2027.
- Professional Development (PD) Services:
  - For purchases made on or before 12/31/25, unless otherwise stated above, PD Services expire 18 months from the order date. Any unused PD Services after 18 months will be forfeited.
  - For purchases on or after 1/1/26, please visit http://amplify.com/pd-expirationterms for information about the term for PD Services and when they expire, unless otherwise outlined herein.
- All other services: 18 months from order date. Unless otherwise stated above, all other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

## Quote Special Terms

California Sales Tax
Please note that for California customers, we have included a Sales Tax Estimate calculated at 10% of the price of all print materials indicated in the price table above, to aid with budgeting. The exact sales tax amount due may vary based on county and/or municipality.

## How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept: **Purchase Orders** (fastest), **Credit Cards**, **ACH/Wire**, and **Checks**.

Visit amplify.com/ordering-support for ordering instructions.

**Option 1: Purchase Order (For Fastest Processing, we recommend you submit a purchase order via our website:** amplify.com/ordering-support))

Submit your signed purchase order using any method below:

- **Online:** service.amplify.com/submit-a-po
- **Email:** IncomingPO@amplify.com
- **Fax:** (646) 403-4700

Required with your Purchase Order:

- Copy of your Price Quote
- Tax-Exemption Certificate (if applicable)

**Option 2: Pay in Advance**

- **Credit Card:** Visit service.amplify.com/make-a-payment
- **ACH/Wire:** Visit service.amplify.com/make-a-payment for Amplify banking details
- **Check:**

  Amplify Education, Inc.
  P.O. Box 392294
  Pittsburgh, PA 15251-9294

**Note:** To ensure timely and accurate processing, customers making Wire or ACH payments must email remittance details to accountsreceivable@amplify.com. If paying by check, include your quote number on your check. Check payments add up to 2 weeks processing time.

**Important:** Sales tax is not included in quotes and may apply to your order. Please notify your sales representative of any prepayments and their details.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

## Terms & Conditions

1. Scope. These Customer Terms and Conditions are a legal agreement between Amplify Education, Inc. ("Amplify") and the local education agency or authority, school district, school network, independent school, or other regional education system ("Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). These Customer Terms and Conditions, all addenda, attachments, and the Quote, as applicable (together, the "Agreement"), constitute the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof.

2. Agreement Acceptance. This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. This term of the Agreement will be as specified in the Quote and may be renewed or extended by mutual agreement of the parties. Customer represents and warrants that: (1) Customer is of legal age to accept this Agreement; (2) Customer is authorized to accept

this Agreement and to access and use the Products; and (3) Customer's use of the Products will comply at all times with Amplify's Acceptable Use Policy available at amplify.com/acceptable-use ("AUP"). The Customer may not access, download, or use the Products if the Customer does not agree to this Agreement.

3. License. Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means the K–12 students registered or authorized for instruction with Customer and the educators, agents and staff members who use the Products as authorized by Customer who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to the AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

4. Restrictions. Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be set forth at https://amplify.com/amplify-program-usage-guidelines/ and additional guidelines may be detailed in materials associated with the Product the Customer is accessing. Further, Customer may not, except as expressly authorized by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; (f) use any content from the Products, including but not limited to text, images, videos, assessments, lesson plans, or code, as input or training material for any machine learning or artificial intelligence system, including large language models, neural networks, or other algorithmic models, for any purposes, commercial or non-commercial; or (g) permit any Authorized School User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

5. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking). Amplify reserves the right to update or modify the Products at any time and to discontinue the Products upon reasonable notice.

6. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

7. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

8. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

9. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

10. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's Customer Privacy Policy at amplify.com/customer-privacy ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. In addition, Amplify has entered into the data privacy agreements listed at amplify.com/privacy-security aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the Privacy Policy available to the parents or guardians of users who are under the age of 13.

11. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

12. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

13. Limitation of Liability. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED SCHOOL USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY

TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS BY AN AUTHORIZED SCHOOL USER THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

14. Termination. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

15.
Miscellaneous. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." For United States-based Customers, this Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state, commonwealth, or territory in which Customer resides based on the address set forth in the Quote, without regard to that state's, commonwealth's, or territory's choice of law rules. For Customers based outside of the United States, this Agreement will be governed by the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

Amplify.

# Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

DCA

Quote #: Q-773648-1
PQ #: PQ 260603-536846
Date: 6/3/2026
Expires On: 7/3/2026
Delivery Service Level: Standard

Customer Contact Information
Amethod Public Schools

Amplify Contact Information
Lance Burbank
Account Executive
lburbank@amplify.com

Amplify Science
Grades 6-8
3 YEARS

**Grade 6**

| PRODUCT | ISBN | PRICE | QUANTITY FREE | QUANTITY CHARGE | TOTAL DISCOUNT | TOTAL PRICE |
|---|---|---|---|---|---|---|
| Amplify Science G6 California - Digital Student License - 3yr (2026-2029) | 978-1-64333-495-0 | $63.00 | 0 | 130 | $0.00 | $8,190.00 |
| Amplify Science G6 Integrated Course Model Kits | 978-1-64276-583-0 | $3,263.68 | 0 | 1 | $0.00 | $3,263.68 |
| Amplify Science CA Grade 6 Investigation Notebook Bundle (1 qty per unit) | 978-1-64482-493-1 | $20.16 | 0 | 390 | $0.00 | $7,862.40 |
| Amplify Science Middle School: Grade 6 Integrated Course Model Print Teacher Guides (1 qty per unit) | 978-1-64333-964-1 | $336.00 | 1 | 0 | $336.00 | $0.00 |
| TOTAL | | | | | $336.00 | $19,316.08 |

**Grade 7**

| PRODUCT | ISBN | PRICE | QUANTITY FREE | QUANTITY CHARGE | TOTAL DISCOUNT | TOTAL PRICE |
|---|---|---|---|---|---|---|
| Amplify Science G7 California - Digital Student License - 3yr (2026-2029) | 978-1-64333-503-2 | $63.00 | 0 | 137 | $0.00 | $8,631.00 |
| Amplify Science G7 Integrated Course Model Kits | 978-1-64276-590-8 | $3,656.80 | 0 | 2 | $0.00 | $7,313.60 |

| PRODUCT | ISBN | PRICE | QUANTITY FREE | QUANTITY CHARGE | TOTAL DISCOUNT | TOTAL PRICE |
|---|---|---|---|---|---|---|
| Amplify Science CA Grade 7 Investigation Notebook Bundle (1 qty per unit) | 978-1-64482-495-5 | $20.16 | 0 | 411 | $0.00 | $8,285.76 |
| Amplify Science Middle School: Grade 7 Integrated Course Model Print Teacher Guides (1 qty per unit) | 978-1-64333-965-8 | $336.00 | 2 | 0 | $672.00 | $0.00 |
| TOTAL | | | | | $672.00 | $24,230.36 |

**Grade 8**

| PRODUCT | ISBN | PRICE | QUANTITY FREE | QUANTITY CHARGE | TOTAL DISCOUNT | TOTAL PRICE |
|---|---|---|---|---|---|---|
| Amplify Science G8 California - Digital Student License - 3yr (2026-2029) | 978-1-64333-511-7 | $63.00 | 0 | 146 | $0.00 | $9,198.00 |
| Amplify Science G8 Integrated Course Model Kits | 978-1-64276-597-7 | $3,948.00 | 0 | 2 | $0.00 | $7,896.00 |
| Amplify Science CA Grade 8 Investigation Notebook Bundle (1 qty per unit) | 978-1-64482-497-9 | $20.16 | 0 | 438 | $0.00 | $8,830.08 |
| Amplify Science Middle School: Grade 8 Integrated Course Model Print Teacher Guides (1 qty per unit) | 978-1-64333-966-5 | $336.00 | 2 | 0 | $672.00 | $0.00 |
| TOTAL | | | | | $672.00 | $25,924.08 |

| | |
|---|---|
| SUBTOTAL | $69,470.52 |
| ESTIMATED SALES TAX (10%) | $4,345.15 |
| TOTAL DISCOUNT | $1,680.00 |
| GRAND TOTAL | $73,815.67 |

## Scope and Duration

Payment Terms:

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- Payment terms: net 30 days.
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Submit your signed purchase order using any method below:

- **Online:** service.amplify.com/submit-a-po
- **Email:** IncomingPO@amplify.com
- **Fax:** (646) 403-4700

Required with your Purchase Order:

- Copy of your Price Quote
- Tax-Exemption Certificate (if applicable)

**Option 2: Pay in Advance**

- **Credit Card:** Visit service.amplify.com/make-a-payment
- **ACH/Wire:** Visit service.amplify.com/make-a-payment for Amplify banking details
- **Check:**

  Amplify Education, Inc.
  P.O. Box 392294
  Pittsburgh, PA 15251-9294

**Note:** To ensure timely and accurate processing, customers making Wire or ACH payments must email remittance details to accountsreceivable@amplify.com. If paying by check, include your quote number on your check. Check payments add up to 2 weeks processing time.

**Important:** Sales tax is not included in quotes and may apply to your order. Please notify your sales representative of any prepayments and their details.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

## Terms & Conditions

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2. Agreement Acceptance. This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. This term of the Agreement will be as specified in the Quote and may be renewed or extended by mutual agreement of the parties. Customer represents and warrants that: (1) Customer is of legal age to accept this Agreement; (2) Customer is authorized to accept this Agreement and to access and use the Products; and (3) Customer's use of the Products will comply at all times with Amplify's Acceptable Use Policy available at amplify.com/acceptable-use ("AUP"). The Customer may not access, download, or use the Products if the Customer does not agree to this Agreement.

3. License. Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means the K–12 students registered or authorized for instruction with Customer and the educators, agents and staff members who use the Products as authorized by Customer who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to the AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

4. Restrictions. Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be set forth at https://amplify.com/amplify-program-usage-guidelines/ and additional guidelines may be detailed in materials associated with the Product the Customer is accessing. Further, Customer may not, except as expressly authorized by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; (f) use any content from the Products, including but not limited to text, images, videos, assessments, lesson plans, or code, as input or training material for any machine learning or artificial intelligence system, including large language models, neural networks, or other algorithmic models, for any purposes, commercial or non-commercial; or (g) permit any Authorized School User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School

Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

5. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking). Amplify reserves the right to update or modify the Products at any time and to discontinue the Products upon reasonable notice.

6. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

7. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

8. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

9. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

10. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's Customer Privacy Policy at amplify.com/customer-privacy ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. In addition, Amplify has entered into the data privacy agreements listed at amplify.com/privacy-security aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process. Customer is responsible for providing notice and obtaining appropriate consents under

applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the Privacy Policy available to the parents or guardians of users who are under the age of 13.

11. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

12. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

13. Limitation of Liability. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED SCHOOL USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS BY AN AUTHORIZED SCHOOL USER THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

14. Termination. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

15.
Miscellaneous. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." For United States-based Customers, this Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state, commonwealth, or territory in which Customer resides based on the address set forth in the Quote, without regard to that state's, commonwealth's, or territory's choice of law rules. For Customers based outside of the United States, this Agreement will be governed by the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs

and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

Amplify.

# Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-771764-1
PQ #: PQ 250811-462035
Date: 6/1/2026
Expires On: 7/1/2026
Delivery Service Level: Standard

Customer Contact Information
Michelle Coleman
Amethod Public Schools
5103748064
mcoleman@amethodschools.org

Amplify Contact Information
Lance Burbank
Account Executive
lburbank@amplify.com

3 Year
Richmond Charter Academy
Science Digital

**Grade 6**

| PRODUCT | QUANTITY | PRICE | TOTAL PRICE |
|---|---|---|---|
| Amplify Science G6 California - Digital Student License - 3yr (2026-2029) | 110.00 | $63.00 | $6,930.00 |
| Amplify Science G6 California - Digital Teacher's Guide License - 3yr (2026-2029) | 1.00 | $447.00 | $0.00 |
| Amplify Science G6 Integrated Course Model Kits | 1.00 | $3,263.68 | $3,263.68 |
| TOTAL | | | $10,193.68 |

**Grade 7**

| PRODUCT | QUANTITY | PRICE | TOTAL PRICE |
|---|---|---|---|
| Amplify Science G7 California - Digital Student License - 3yr (2026-2029) | 120.00 | $63.00 | $7,560.00 |
| Amplify Science G7 California - Digital Teacher's Guide License - 3yr (2026-2029) | 1.00 | $447.00 | $0.00 |
| Amplify Science G7 Integrated Course Model Kits | 1.00 | $3,656.80 | $3,656.80 |
| TOTAL | | | $11,216.80 |

**Grade 8**

| PRODUCT | QUANTITY | PRICE | TOTAL PRICE |
|---|---|---|---|
| Amplify Science G8 California - Digital Student License - 3yr (2026-2029) | 146.00 | $63.00 | $9,198.00 |
| Amplify Science G8 California - Digital Teacher's Guide License - 3yr (2026-2029) | 1.00 | $447.00 | $0.00 |

| PRODUCT | QUANTITY | PRICE | TOTAL PRICE |
|---|---|---|---|
| Amplify Science G8 Integrated Course Model Kits | 1.00 | $3,948.00 | $3,948.00 |
| TOTAL | | | $13,146.00 |

| | |
|---|---|
| SUBTOTAL | $34,556.48 |
| ESTIMATED SALES TAX (10%) | $1,086.85 |
| GRAND TOTAL | $35,643.33 |

## Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: http://www.amplify.com/w-9.pdf

License and Services Term:

- Licenses: 07/01/2026 until 06/30/2029.
- Professional Development (PD) Services:
  - For purchases made on or before 12/31/25, unless otherwise stated above, PD Services expire 18 months from the order date. Any unused PD Services after 18 months will be forfeited.
  - For purchases on or after 1/1/26, please visit http://amplify.com/pd-expirationterms for information about the term for PD Services and when they expire, unless otherwise outlined herein.
- All other services: 18 months from order date. Unless otherwise stated above, all other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

## Quote Special Terms

California Sales Tax
Please note that for California customers, we have included a Sales Tax Estimate calculated at 10% of the price of all print materials indicated in the price table above, to aid with budgeting. The exact sales tax amount due may vary based on county and/or municipality.

## How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept: **Purchase Orders** (fastest), **Credit Cards**, **ACH/Wire**, and **Checks**.

Visit amplify.com/ordering-support for ordering instructions.

**Option 1: Purchase Order (For Fastest Processing, we recommend you submit a purchase order via our website:** amplify.com/ordering-support))

Submit your signed purchase order using any method below:

- **Online:** service.amplify.com/submit-a-po
- **Email:** IncomingPO@amplify.com
- **Fax:** (646) 403-4700

Required with your Purchase Order:

- Copy of your Price Quote
- Tax-Exemption Certificate (if applicable)

**Option 2: Pay in Advance**

- **Credit Card:** Visit service.amplify.com/make-a-payment
- **ACH/Wire:** Visit service.amplify.com/make-a-payment for Amplify banking details
- **Check:**

  Amplify Education, Inc.
  P.O. Box 392294
  Pittsburgh, PA 15251-9294

**Note:** To ensure timely and accurate processing, customers making Wire or ACH payments must email remittance details to accountsreceivable@amplify.com. If paying by check, include your quote number on your check. Check payments add up to 2 weeks processing time.

**Important:** Sales tax is not included in quotes and may apply to your order. Please notify your sales representative of any prepayments and their details.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

## Terms & Conditions

1. Scope. These Customer Terms and Conditions are a legal agreement between Amplify Education, Inc. ("Amplify") and the local education agency or authority, school district, school network, independent school, or other regional education system ("Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). These Customer Terms and Conditions, all addenda, attachments, and the Quote, as applicable (together, the "Agreement"), constitute the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof.

2. Agreement Acceptance. This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. This term of the Agreement will be as specified in the Quote and may be renewed or extended by mutual agreement of the parties. Customer represents and warrants that: (1) Customer is of legal age to accept this Agreement; (2) Customer is authorized to accept this Agreement and to access and use the Products; and (3) Customer's use of the Products will comply at all times with Amplify's

Acceptable Use Policy available at amplify.com/acceptable-use ("AUP"). The Customer may not access, download, or use the Products if the Customer does not agree to this Agreement.

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4. Restrictions. Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be set forth at https://amplify.com/amplify-program-usage-guidelines/ and additional guidelines may be detailed in materials associated with the Product the Customer is accessing. Further, Customer may not, except as expressly authorized by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; (f) use any content from the Products, including but not limited to text, images, videos, assessments, lesson plans, or code, as input or training material for any machine learning or artificial intelligence system, including large language models, neural networks, or other algorithmic models, for any purposes, commercial or non-commercial; or (g) permit any Authorized School User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

5. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking). Amplify reserves the right to update or modify the Products at any time and to discontinue the Products upon reasonable notice.

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provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

9. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

10. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's Customer Privacy Policy at amplify.com/customer-privacy ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. In addition, Amplify has entered into the data privacy agreements listed at amplify.com/privacy-security aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the Privacy Policy available to the parents or guardians of users who are under the age of 13.

11. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

12. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

13. Limitation of Liability. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED SCHOOL USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR

SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS BY AN AUTHORIZED SCHOOL USER THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

14. Termination. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

15.
Miscellaneous. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." For United States-based Customers, this Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state, commonwealth, or territory in which Customer resides based on the address set forth in the Quote, without regard to that state's, commonwealth's, or territory's choice of law rules. For Customers based outside of the United States, this Agreement will be governed by the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

Amplify.

# Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-775275-1
PQ #: PQ 250815-464505
Date: 6/5/2026
Expires On: 8/4/2026
Delivery Service Level: Standard

Customer Contact Information
John Devlin
Amethod Public Schools
6178172752
jdevlin@amethodschools.org

Amplify Contact Information
Lance Burbank
Account Executive
lburbank@amplify.com

3 Year Science Digital + Print

**Grades K-2**

| PRODUCT | PRICE | QUANTITY FREE | QUANTITY CHARGE | TOTAL DISCOUNT | TOTAL PRICE |
|---|---|---|---|---|---|
| Amplify Science CA GK Dig Exp Teacher License - 3yr (2026-2029) | $288.00 | 3 | 3 | $864.00 | $864.00 |
| Amplify Science CA GK Dig Exp Student License - 3yr (2026-2029) | $68.00 | 0 | 84 | $0.00 | $5,712.00 |
| Amplify Science Kindergarten Investigation Notebook Bundle (1 qty per unit) | $6.69 | 0 | 252 | $0.00 | $1,685.88 |
| Amplify Science Elementary School: Grade K Print Teacher Guides (1 qty per unit) | $156.80 | 0 | 6 | $0.00 | $940.80 |
| Amplify Science CA G1 Dig Exp Teacher License - 3yr (2026-2029) | $288.00 | 3 | 3 | $864.00 | $864.00 |
| Amplify Science CA G1 Dig Exp Student License - 3yr (2026-2029) | $68.00 | 0 | 87 | $0.00 | $5,916.00 |
| Amplify Science Grade 1 Investigation Notebook Bundle (1 qty per unit) | $6.69 | 0 | 261 | $0.00 | $1,746.09 |
| Amplify Science Elementary School: Grade 1 Print Teacher Guides (1 qty per unit) | $156.80 | 0 | 6 | $0.00 | $940.80 |
| Amplify Science CA G2 Dig Exp Teacher License - 3yr (2026-2029) | $288.00 | 3 | 3 | $864.00 | $864.00 |
| Amplify Science CA G2 Dig Exp Student License - 3yr (2026-2029) | $68.00 | 0 | 86 | $0.00 | $5,848.00 |
| Amplify Science Grade 2 Investigation Notebook Bundle (1 qty per unit) | $10.05 | 0 | 258 | $0.00 | $2,592.90 |

| PRODUCT | PRICE | QUANTITY FREE | QUANTITY CHARGE | TOTAL DISCOUNT | TOTAL PRICE |
|---|---|---|---|---|---|
| Amplify Science Elementary School: Grade 2 Print Teacher Guides (1 qty per unit) | $156.79 | 0 | 6 | $0.00 | $940.74 |
| TOTAL | | | | $2,592.00 | $28,915.21 |

**Grades 3-5**

| PRODUCT | PRICE | QUANTITY FREE | QUANTITY CHARGE | TOTAL DISCOUNT | TOTAL PRICE |
|---|---|---|---|---|---|
| Amplify Science CA G3 Dig Exp Teacher License - 3yr (2026-2029) | $288.00 | 3 | 3 | $864.00 | $864.00 |
| Amplify Science CA G3 Dig Exp Student License - 3yr (2026-2029) | $68.00 | 0 | 87 | $0.00 | $5,916.00 |
| Amplify Science Grade 3 Investigation Notebook Bundle (1 qty per unit) | $13.40 | 0 | 261 | $0.00 | $3,497.40 |
| Amplify Science Elementary School: Grade 3 Print Teacher Guides (1 qty per unit) | $201.59 | 0 | 6 | $0.00 | $1,209.54 |
| Amplify Science CA G4 Dig Exp Teacher License - 3yr (2026-2029) | $288.00 | 3 | 3 | $864.00 | $864.00 |
| Amplify Science CA G4 Dig Exp Student License - 3yr (2026-2029) | $68.00 | 0 | 88 | $0.00 | $5,984.00 |
| Amplify Science Grade 4 Investigation Notebook Bundle (1 qty per unit) | $13.40 | 0 | 264 | $0.00 | $3,537.60 |
| Amplify Science Elementary School: Grade 4 Print Teacher Guides (1 qty per unit) | $201.59 | 0 | 6 | $0.00 | $1,209.54 |
| Amplify Science CA G5 Dig Exp Teacher License - 3yr (2026-2029) | $288.00 | 3 | 3 | $864.00 | $864.00 |
| Amplify Science CA G5 Dig Exp Student License - 3yr (2026-2029) | $68.00 | 0 | 88 | $0.00 | $5,984.00 |
| Amplify Science Grade 5 Investigation Notebook Bundle (1 qty per unit) | $13.40 | 0 | 264 | $0.00 | $3,537.60 |
| Amplify Science Elementary School: Grade 5 Print Teacher Guides (1 qty per unit) | $201.59 | 0 | 6 | $0.00 | $1,209.54 |
| TOTAL | | | | $2,592.00 | $34,677.22 |

**TK Kits**

| PRODUCT | PRICE | QUANTITY FREE | QUANTITY CHARGE | TOTAL DISCOUNT | TOTAL PRICE |
|---|---|---|---|---|---|
| Amplify Science TK Classroom Set | $500.64 | 0 | 30 | $0.00 | $15,019.20 |
| TOTAL | | | | $0.00 | $15,019.20 |

SUBTOTAL $78,611.63

| | |
|---|---|
| ESTIMATED SALES TAX (10%) | $3,806.76 |
| TOTAL DISCOUNT | $5,184.00 |
| GRAND TOTAL | $82,418.39 |

## Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: http://www.amplify.com/w-9.pdf

License and Services Term:

- Licenses: 07/01/2026 until 06/30/2029.
- Professional Development (PD) Services:
  - For purchases made on or before 12/31/25, unless otherwise stated above, PD Services expire 18 months from the order date. Any unused PD Services after 18 months will be forfeited.
  - For purchases on or after 1/1/26, please visit http://amplify.com/pd-expirationterms for information about the term for PD Services and when they expire, unless otherwise outlined herein.
- All other services: 18 months from order date. Unless otherwise stated above, all other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

## Quote Special Terms

California Sales Tax
Please note that for California customers, we have included a Sales Tax Estimate calculated at 10% of the price of all print materials indicated in the price table above, to aid with budgeting. The exact sales tax amount due may vary based on county and/or municipality.

## How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept: **Purchase Orders** (fastest), **Credit Cards**, **ACH/Wire**, and **Checks**.

Visit amplify.com/ordering-support for ordering instructions.

**Option 1: Purchase Order (For Fastest Processing, we recommend you submit a purchase order via our website: amplify.com/ordering-support))**

Submit your signed purchase order using any method below:

- **Online:** service.amplify.com/submit-a-po
- **Email:** IncomingPO@amplify.com
- **Fax:** (646) 403-4700

Required with your Purchase Order:

- Copy of your Price Quote
- Tax-Exemption Certificate (if applicable)

**Option 2: Pay in Advance**

- **Credit Card:** Visit service.amplify.com/make-a-payment
- **ACH/Wire:** Visit service.amplify.com/make-a-payment for Amplify banking details
- **Check:**

Amplify Education, Inc.
P.O. Box 392294
Pittsburgh, PA 15251-9294

**Note:** To ensure timely and accurate processing, customers making Wire or ACH payments must email remittance details to accountsreceivable@amplify.com. If paying by check, include your quote number on your check. Check payments add up to 2 weeks processing time.

**Important:** Sales tax is not included in quotes and may apply to your order. Please notify your sales representative of any prepayments and their details.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

## Terms & Conditions

1. Scope. These Customer Terms and Conditions are a legal agreement between Amplify Education, Inc. ("Amplify") and the local education agency or authority, school district, school network, independent school, or other regional education system ("Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). These Customer Terms and Conditions, all addenda, attachments, and the Quote, as applicable (together, the "Agreement"), constitute the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof.

2. Agreement Acceptance. This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. This term of the Agreement will be as specified in the Quote and may be renewed or extended by mutual agreement of the parties. Customer represents and warrants that: (1) Customer is of legal age to accept this Agreement; (2) Customer is authorized to accept this Agreement and to access and use the Products; and (3) Customer's use of the Products will comply at all times with Amplify's Acceptable Use Policy available at amplify.com/acceptable-use ("AUP"). The Customer may not access, download, or use the Products if the Customer does not agree to this Agreement.

3. License. Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means the K–12 students registered

or authorized for instruction with Customer and the educators, agents and staff members who use the Products as authorized by Customer who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to the AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

4. Restrictions. Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be set forth at https://amplify.com/amplify-program-usage-guidelines/ and additional guidelines may be detailed in materials associated with the Product the Customer is accessing. Further, Customer may not, except as expressly authorized by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; (f) use any content from the Products, including but not limited to text, images, videos, assessments, lesson plans, or code, as input or training material for any machine learning or artificial intelligence system, including large language models, neural networks, or other algorithmic models, for any purposes, commercial or non-commercial; or (g) permit any Authorized School User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

5. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking). Amplify reserves the right to update or modify the Products at any time and to discontinue the Products upon reasonable notice.

6. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

7. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

8. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

9. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

10. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's Customer Privacy Policy at amplify.com/customer-privacy ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. In addition, Amplify has entered into the data privacy agreements listed at amplify.com/privacy-security aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the Privacy Policy available to the parents or guardians of users who are under the age of 13.

11. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

12. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

13. Limitation of Liability. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED SCHOOL USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS BY AN AUTHORIZED SCHOOL USER THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

14. Termination. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

15.
Miscellaneous. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." For United States-based Customers, this Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state, commonwealth, or territory in which Customer resides based on the address set forth in the Quote, without regard to that state's, commonwealth's, or territory's choice of law rules. For Customers based outside of the United States, this Agreement will be governed by the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

# Coversheet

## Review and Consideration of Approval of Savvas ELA Curriculum Quotes

**Section:** V. Business ll
**Item:** AN. Review and Consideration of Approval of Savvas ELA Curriculum Quotes
**Purpose:** Vote
**Submitted by:** Adrienne Barnes
**Related Material:** SAVVAS Learning Company Quotes.pdf

BACKGROUND:

Savvas 3-year quotes presented for ELA curriculum for DCA, JHHS, and RCA.

RECOMMENDATION:

Staff recommends approval.

SAVVAS LEARNING COMPANY

Downtown Charter Acad
Quote Number Q-248298

15 E Midland Ave St 502
Paramus, NJ, 07652-2938

Michele Coleman
Director of Curriculum & Instruction
Downtown Charter Acad
1450 Marina Way S
Richmond, CA 94804-3772

Quote Creation Date: 5/19/2026
Quote Expiration Date: 9/30/2026

## 3-year myPerspectives ELA(Downtown Charter Academy)
## Price Quote Summary

| Solution | Base Amount | Free Amount | Total |
|---|---|---|---|
| myPerspectives English Language Arts | $38,409.00 | $1,665.00 | $38,409.00 |
| Solution Subtotal: | $38,409.00 | $1,665.00 | $38,409.00 |

| | | |
|---|---|---|
| Shipping and Handling: | | $3,840.90 |
| **Estimated Sales Tax:** | **10.75%** | **$4,541.86** |
| Total: | | $46,791.76 |

SAVVAS LEARNING COMPANY

Downtown Charter Acad
Quote Number Q-248298

15 E Midland Ave St 502
Paramus, NJ, 07652-2938

## Price Quote Detail

### myPerspectives English Language Arts

#### myPerspectives c2027 - Grade 6

| ISBN | Description | Price | Free Qty | Charged Qty | Free Amount | Total Charged |
|---|---|---|---|---|---|---|
| 9798213568257 | MYPERSPECTIVES 2027 CONSUMABLE STUDENT EDITION + 3-YEAR LICENSE GRADE 06 | $93.00 | 0 | 130 | $0.00 | $12,090.00 |
| 9798213566437 | MYPERSPECTIVES 2027 TEACHERS EDITION GRADE 06 | $185.00 | 3 | 0 | $555.00 | $0.00 |
| | myPerspectives c2027 - Grade 6 - Subtotal: | | | | $555.00 | $12,090.00 |

#### myPerspectives c2027 - Grade 7

| ISBN | Description | Price | Free Qty | Charged Qty | Free Amount | Total Charged |
|---|---|---|---|---|---|---|
| 9798213568264 | MYPERSPECTIVES 2027 CONSUMABLE STUDENT EDITION + 3-YEAR LICENSE GRADE 07 | $93.00 | 0 | 137 | $0.00 | $12,741.00 |
| 9798213566444 | MYPERSPECTIVES 2027 TEACHERS EDITION GRADE 07 | $185.00 | 3 | 0 | $555.00 | $0.00 |
| | myPerspectives c2027 - Grade 7 - Subtotal: | | | | $555.00 | $12,741.00 |

#### myPerspectives c2027 - Grade 8

| ISBN | Description | Price | Free Qty | Charged Qty | Free Amount | Total Charged |
|---|---|---|---|---|---|---|
| 9798213568271 | MYPERSPECTIVES 2027 CONSUMABLE STUDENT EDITION + 3-YEAR LICENSE GRADE 08 | $93.00 | 0 | 146 | $0.00 | $13,578.00 |
| 9798213566451 | MYPERSPECTIVES 2027 TEACHERS EDITION GRADE 08 | $185.00 | 3 | 0 | $555.00 | $0.00 |
| | myPerspectives c2027 - Grade 8 - Subtotal: | | | | $555.00 | $13,578.00 |

| | | |
|---|---|---|
| **Solution Subtotal:** | **$1,665.00** | **$38,409.00** |
| Shipping and Handling: | | $3,840.90 |
| **Estimated Sales Tax:** | **10.75%** | **$4,541.86** |
| Total: | | $46,791.76 |

SAVVAS LEARNING COMPANY

Downtown Charter Acad
Quote Number Q-248298

15 E Midland Ave St 502
Paramus, NJ, 07652-2938

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  www.mysavvasorders.savvas.com
- Create a case online at:
  https://support.savvas.com/support/s/
  by clicking the **Place and Manage Orders** tile on the my Savvas Support home page
- **Phone:** 800-848-9500

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**Platforms:** Savvas, and any third party for which Savvas serves as the sales agent or distributor, reserve the right to change and/or update technology platforms, including possible edition updates to customers during the term of access. Customers will be notified of any change prior to the beginning of the new school year.

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**Return Policy:** Returns (other than damaged or defective products) are subject to the following conditions: (a) materials must be returned to Savvas at the customer's expense in new, unused condition, suitable for resale by Savvas (note that any barcoding, stickering, stamping or similar marking on any print materials renders them unsuitable for resale); (b) materials must be returned within six (6) months from the date of purchase; (c) the customer must obtain a Return Materials Authorization ("RMA") from Savvas prior to returning the materials, and must ship the materials back to Savvas within thirty days of receiving the RMA; (d) all materials sold in a set or package must be returned complete as originally sold; and (e) any materials provided by Savvas to the customer on a no-charge basis in consideration of the customer's purchase must be returned in proportion to the purchased materials that are being returned for a credit. A restocking fee of 3% may be applied to credits over $1,000. Savvas' return policy does not apply to science lab kits or trade publication novels, which are sold on a non-returnable basis.

**Consumable Worktexts:** Subsequent year consumable worktexts will ship each year on the anniversary of the original order date for the duration of their license. Worktexts will ship to the location listed on the original order. Quantities for each grade level and title will remain consistent each year. Changes to quantities of titles previously ordered, shipping location changes, or any other changes to consumable worktext shipments must be made 4 weeks prior to shipment date. (the anniversary of the original order date unless changed). Changes can be made on the Subscription Worktext Site: https://worktext-subscriptions.savvas.com

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https://support.savvas.com/support/s/customer-service-support-form

Technical support services are included with purchase of Savvas digital products. **Online help:**
https://support.savvas.com/support/s/k12-curriculum-support-form
phone: 1-800-848-9500

SAVVAS LEARNING COMPANY

Downtown Charter Acad
Quote Number Q-248298

15 E Midland Ave St 502
Paramus, NJ, 07652-2938

**Professional Services:** All paid services must be delivered within twelve (12) months of the order date of those services. Any unused services expire at the end of such twelve (12) month period, unless otherwise specified in contract terms. Any cancellation made with less than 72 hours' notice will result in a cancellation fee equal to the full price of the event. MySavvasTraining is included with purchase of products
https://mysavvastraining.com

SAVVAS LEARNING COMPANY

John Henry High School
Quote Number Q-248299

15 E Midland Ave St 502
Paramus, NJ, 07652-2938

Michele Coleman
Director of Curriculum & Instruction
John Henry High School
1450 Marina Way S
Richmond, CA 94804-3772

Quote Creation Date: 5/19/2026
Quote Expiration Date: 9/30/2026

## 3-year myPerspectives ELA(John Henry High School)
## Price Quote Summary

| Solution | Base Amount | Free Amount | Total |
|---|---|---|---|
| myPerspectives English Language Arts | $39,900.00 | $3,088.00 | $39,900.00 |
| Solution Subtotal: | $39,900.00 | $3,088.00 | $39,900.00 |

| | | |
|---|---|---|
| Shipping and Handling: | | $3,990.00 |
| **Estimated Sales Tax:** | **9.75%** | **$4,279.28** |
| Total: | | $48,169.28 |

SAVVAS LEARNING COMPANY

John Henry High School
Quote Number Q-248299

15 E Midland Ave St 502
Paramus, NJ, 07652-2938

## Price Quote Detail

### myPerspectives English Language Arts

#### myPerspectives c2027 - Grade 9

| ISBN | Description | Price | Free Qty | Charged Qty | Free Amount | Total Charged |
|---|---|---|---|---|---|---|
| 9798213568516 | MYPERSPECTIVES 2027 CONSUMABLE STUDENT EDITION + 3-YEAR LICENSE GRADE 09 | $105.00 | 0 | 95 | $0.00 | $9,975.00 |
| 9798213566642 | MYPERSPECTIVES 2027 TEACHERS EDITION GRADE 09 | $193.00 | 4 | 0 | $772.00 | $0.00 |
| | myPerspectives c2027 - Grade 9 - Subtotal: | | | | $772.00 | $9,975.00 |

#### myPerspectives c2027 - Grade 10

| ISBN | Description | Price | Free Qty | Charged Qty | Free Amount | Total Charged |
|---|---|---|---|---|---|---|
| 9798213568523 | MYPERSPECTIVES 2027 CONSUMABLE STUDENT EDITION + 3-YEAR LICENSE GRADE 10 | $105.00 | 0 | 90 | $0.00 | $9,450.00 |
| 9798213566659 | MYPERSPECTIVES 2027 TEACHERS EDITION GRADE 10 | $193.00 | 4 | 0 | $772.00 | $0.00 |
| | myPerspectives c2027 - Grade 10 - Subtotal: | | | | $772.00 | $9,450.00 |

#### myPerspectives c2027 - Grade 11

| ISBN | Description | Price | Free Qty | Charged Qty | Free Amount | Total Charged |
|---|---|---|---|---|---|---|
| 9798213568530 | MYPERSPECTIVES 2027 CONSUMABLE STUDENT EDITION 2-VOL SET + 3-YEAR LICENSE GRADE 11 | $105.00 | 0 | 100 | $0.00 | $10,500.00 |
| 9798213566666 | MYPERSPECTIVES 2027 TEACHERS EDITION GRADE 11 | $193.00 | 4 | 0 | $772.00 | $0.00 |
| | myPerspectives c2027 - Grade 11 - Subtotal: | | | | $772.00 | $10,500.00 |

#### myPerspectives c2027 - Grade 12

| ISBN | Description | Price | Free Qty | Charged Qty | Free Amount | Total Charged |
|---|---|---|---|---|---|---|
| 9798213568547 | MYPERSPECTIVES 2027 CONSUMABLE STUDENT EDITION 2-VOL SET + 3-YEAR LICENSE GRADE 12 | $105.00 | 0 | 95 | $0.00 | $9,975.00 |
| 9798213566673 | MYPERSPECTIVES 2027 TEACHERS EDITION GRADE 12 | $193.00 | 4 | 0 | $772.00 | $0.00 |
| | myPerspectives c2027 - Grade 12 - Subtotal: | | | | $772.00 | $9,975.00 |

SAVVAS LEARNING COMPANY

John Henry High School
Quote Number Q-248299

15 E Midland Ave St 502
Paramus, NJ, 07652-2938

| | | |
|---|---|---|
| **Solution Subtotal:** | **$3,088.00** | **$39,900.00** |
| Shipping and Handling: | | $3,990.00 |
| **Estimated Sales Tax:** | **9.75%** | **$4,279.28** |
| Total: | | $48,169.28 |

SAVVAS LEARNING COMPANY

John Henry High School
Quote Number Q-248299

15 E Midland Ave St 502
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https://support.savvas.com/support/s/customer-service-support-form

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phone: 1-800-848-9500

SAVVAS LEARNING COMPANY

John Henry High School
Quote Number Q-248299

15 E Midland Ave St 502
Paramus, NJ, 07652-2938

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https://mysavvastraining.com

SAVVAS LEARNING COMPANY

Richmond Charter Academy
Quote Number Q-248295

15 E Midland Ave St 502
Paramus, NJ, 07652-2938

Michele Coleman
Director of Curriculum &
Instruction
Richmond Charter Academy
1450 Marina Way S
Richmond, CA 94804-3772

Quote Creation Date: 5/19/2026
Quote Expiration Date: 9/30/2026

## 3-year myPerspectives ELA(Richmond Charter Academy)
## Price Quote Summary

| Solution | Base Amount | Free Amount | Total |
|---|---|---|---|
| myPerspectives English Language Arts | $34,968.00 | $1,665.00 | $34,968.00 |
| Solution Subtotal: | $34,968.00 | $1,665.00 | $34,968.00 |

| | | |
|---|---|---|
| Shipping and Handling: | | $3,496.80 |
| **Estimated Sales Tax:** | **9.75%** | **$3,750.32** |
| Total: | | $42,215.12 |

SAVVAS LEARNING COMPANY

Richmond Charter Academy
Quote Number Q-248295

15 E Midland Ave St 502
Paramus, NJ, 07652-2938

## Price Quote Detail

### myPerspectives English Language Arts

#### myPerspectives c2027 - Grade 6

| ISBN | Description | Price | Free Qty | Charged Qty | Free Amount | Total Charged |
|---|---|---|---|---|---|---|
| 9798213568257 | MYPERSPECTIVES 2027 CONSUMABLE STUDENT EDITION + 3-YEAR LICENSE GRADE 06 | $93.00 | 0 | 110 | $0.00 | $10,230.00 |
| 9798213566437 | MYPERSPECTIVES 2027 TEACHERS EDITION GRADE 06 | $185.00 | 3 | 0 | $555.00 | $0.00 |
| | myPerspectives c2027 - Grade 6 - Subtotal: | | | | $555.00 | $10,230.00 |

#### myPerspectives c2027 - Grade 7

| ISBN | Description | Price | Free Qty | Charged Qty | Free Amount | Total Charged |
|---|---|---|---|---|---|---|
| 9798213568264 | MYPERSPECTIVES 2027 CONSUMABLE STUDENT EDITION + 3-YEAR LICENSE GRADE 07 | $93.00 | 0 | 120 | $0.00 | $11,160.00 |
| 9798213566444 | MYPERSPECTIVES 2027 TEACHERS EDITION GRADE 07 | $185.00 | 3 | 0 | $555.00 | $0.00 |
| | myPerspectives c2027 - Grade 7 - Subtotal: | | | | $555.00 | $11,160.00 |

#### myPerspectives c2027 - Grade 8

| ISBN | Description | Price | Free Qty | Charged Qty | Free Amount | Total Charged |
|---|---|---|---|---|---|---|
| 9798213568271 | MYPERSPECTIVES 2027 CONSUMABLE STUDENT EDITION + 3-YEAR LICENSE GRADE 08 | $93.00 | 0 | 146 | $0.00 | $13,578.00 |
| 9798213566451 | MYPERSPECTIVES 2027 TEACHERS EDITION GRADE 08 | $185.00 | 3 | 0 | $555.00 | $0.00 |
| | myPerspectives c2027 - Grade 8 - Subtotal: | | | | $555.00 | $13,578.00 |

| | | |
|---|---|---|
| **Solution Subtotal:** | **$1,665.00** | **$34,968.00** |
| Shipping and Handling: | | $3,496.80 |
| **Estimated Sales Tax:** | **9.75%** | **$3,750.32** |
| Total: | | $42,215.12 |

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Technical support services are included with purchase of Savvas digital products. **Online help:**
https://support.savvas.com/support/s/k12-curriculum-support-form
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**Professional Services:** All paid services must be delivered within twelve (12) months of the order date of those services. Any unused services expire at the end of such twelve (12) month period, unless otherwise specified in contract terms. Any cancellation made with less than 72 hours' notice will result in a cancellation fee equal to the full price of the event. MySavvasTraining is included with purchase of products
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# Coversheet

## Review and Consideration of Approval of Family Handbook 2026-2027

**Section:** V. Business ll
**Item:** AO. Review and Consideration of Approval of Family Handbook 2026-2027
**Purpose:** Vote
**Submitted by:**
**Related Material:**
DRAFT_SY26-27 AMPS Family Handbook (4920-3529-2590.v1).docx.pdf
REDLINE_DRAFT_SY26-27 AMPS Family Handbook (4920-3529-2590.v1).pdf

BACKGROUND:

The Family  Handbook serves as a comprehensive resource for students, families, and staff regarding the school's educational program, policies, procedures, expectations, and student rights and responsibilities. The handbook is reviewed annually to ensure alignment with applicable federal and state laws, the school's charter, board policies, and operational practices.  Annual review and approval help ensure that families receive accurate and current information regarding school policies and expectations.

RECOMMENDATION:

Staff recommends that the Board of Directors approve the 2026–2027 Family Handbook

# AMETHOD PUBLIC SCHOOLS

# Family Handbook
## 2026-2027

*Family Handbook (Rev. June 2026)*

# Amethod Public School (AMPS) Campuses

www.amethodschools.org

## Downtown Charter Academy Middle School (DCA)

2000 Dennison Street, Oakland CA 94606
(510) 535-1580 Fax (510) 535-1597

## Richmond Charter Academy Middle School (RCA)

1450 Marina Way South Richmond, CA 94804
(510) 235-2465 Fax (510) 235-2487

## Benito Juarez Elementary School (BJE)

1450 Marina Way South Richmond, CA 94804
(510) 215-7009 Fax: (510) 215- 7016

## John Henry High School

1402 Marina Way South Richmond, CA 94804
510-235-2439 Fax:510-235-2487

# AMPS: Who We Are

## OUR BEGINNING

The Amethod Public Schools (AMPS) network held the oldest charter school in the East Bay Area, and one of the oldest in the state. The original "Jingletown" Charter School, later to be named Oakland Charter Academy, opened in 1994 as the 8th charter school established in California. Since then, Oakland Charter Academy has grown from a single middle school site to the present four school, multi-city and multi-county charter school network. The AMPS network has continued to deliver a tuition-free public-school education that has produced a National Blue Ribbon Award school, a California Distinguished School, and some of the highest performing middle and high school programs in the state and country.

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

It is our organizational intent to make student achievement our highest priority; and through our different campuses and programs, we will offer the needed support for success. It is with the same consideration that we expect that families make the same commitment to their child and school to reach the goal of academic success.

### AMPS Mission Statement

Amethod Public Schools (AMPS) seeks to provide a rigorous college preparatory education and character development program that will prepare students from underserved communities to succeed in college and beyond.

### AMPS Vision

Amethod Public Schools foster students' motivation and belief in academic achievement and goals. We are a free and public charter school network 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 themselves and challenge all families to expect more from their schools, themselves, and their children for a prospective future for the next generation.

### AMPS Core Values

The Core Values of the organization are those values we hold which form the foundation on which we perform work and conduct ourselves. Core values are <u>not</u> descriptions of the work we do or the strategies we employ to accomplish our mission. The values underlie our work, how we interact with

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

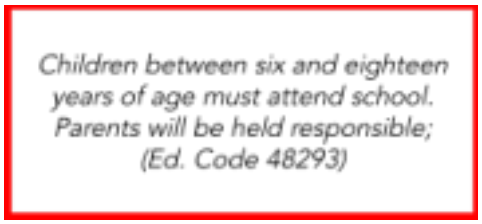
each other, and which strategies we employ to fulfill our mission. The core values are the basic elements of how we go about our work. They are the practices we use (or should be using) every day in everything we do.

# Attendance Policy

Absences Procedure

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

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




When the student returns, the student must bring proof of their absence, such as a doctor's note, explaining the absence/s. Parents/guardians are encouraged to pick-up student's homework when they are absent from school any time before 4pm. Any parents/guardians, who have not contacted the school before school starts, will be called in the morning to ask about their child's absence. Students who are absent will be invited to an after school session to make up missing work. Students with more than three (3) unexcused absences in a school year are considered truant.

Sample of Non-Excused Absences

- Rain (weather)
- Being tired
- Vacations
- Lack of Transportation
- Child or Parents/guardians overslept
- No alarm clocks

Schedule Appointments for After School Hours

Families are encouraged to schedule appointments or other commitments outlined within the Attendance Policy outside of school time. The best times are on Friday afternoons after dismissal or days when school is not in session. In the rare case when a student has an appointment or commitment during school hours, it is expected that the student will come to school before the appointment and return to school after the appointment to complete the remainder of the school day.

## Skipping Class

Any student caught skipping class will receive an unexcused absence, which may lead to being truant. Consequences for skipping also include detention and may result in a recommendation to be involuntarily removed from the Charter School. Any student who leaves school without permission may forfeit a field trip and/ or activity participation.

## Suspensions Are Considered Absences

If students are absent from school due to a suspension, these days will be treated as excused absences and students are required to obtain and complete any missing work.

## Dismissal

Students are expected to stay in school until the very end of the school day. All students will be dismissed by their teachers at a time specific to their school site. Early pickups disrupt the learning environment. Our learning environment is extremely important to each student's success, and we strongly discourage leaving class early. Leaving early also disrupts the teacher's instruction as they will need to prepare a student's homework. Please make sure your child alerts their teachers in the morning if they need to leave early that school day.

## Absences and Missed Work

When a student has an excused absence, they must contact the teacher to get the homework assignments for that day. Homework assigned the day of a student's absence is expected to be turned in on the day the student returns, unless the student has contacted their teacher prior to returning and the teacher has agreed that the student has an extra day to complete the assignment When a student has an unexcused absence a student must contact the teacher to get the missing class or home work assignment with an enforced late penalty and will have a capping grade of 50% or dropping the gard by a full letter

Since missing class affects academic achievement, repeated absences may be reflected in the student's grades. If a student is repeatedly late or absent, the Principal, teacher(s), student, and parent or guardian will meet to address the issue per the truancy process below.

## Tardiness

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

Each student is expected to be in class each day, on time. A student who arrives after the morning bell is considered late and must adhere to the consequences listed below. If a student is tardy, they will receive a Tardy Pass documenting the time of arrival.



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Definitions

- "*Tardy*": Students shall be classified as tardy if the student arrives after the morning bell

- "*Unexcused Absence*": A student shall have an unexcused absence if the student is absent without a valid excuse.

- "*Truant":* A student shall be classified as a truant if the student is absent from school without a valid excuse three (3) full days in one school year, or if the student is tardy or absent for more than any 30-minute period during the school day without a valid excuse on three (3) occasions in one school year, or any combination thereof. Any student who has once been reported as a truant and who is again absent from school without valid excuse one or more days, or tardy on one or more days, shall again be deemed a truant. Such students shall be reported to the Principal or designee.

- "*Habitual Truant*": A student shall be classified as a habitual truant if the student is reported for truancy three (3) or more times within the same school year. This generally occurs when the student is absent from school without a valid excuse for five (5) full days in one school year or if the student is tardy or absent for more than any 30-minute period during the school day without a valid excuse on five (5) occasions in one school year, or any combination thereof.

- "*Chronic Truant*": A student shall be classified as a chronic truant if the student is absent from school without a valid excuse for ten (10) percent or more of the school days in one school year, from the date of enrollment to the current date.

Excused Absences/Tardies for Classroom Based Attendance

The following are excused tardies/absences:

Absence from school shall be excused only for health reasons, family emergencies and justifiable personal reasons, as required by law or permitted under this Attendance Policy.

A student's absence shall be excused for the following reasons:

1. Personal illness, including an absence for the benefit of the pupil's mental or behavioral health

2. Quarantine under the direction of a county or city health officer.

3. Medical, dental, optometric, or chiropractic appointments:

    a. Students in grades 7-12, inclusive, may be excused from school for the purpose of obtaining confidential medical services without the consent of the student's parent or guardian.



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4. For the purpose of attending the funeral services or grieving the death of either a member of the pupil's immediate family, or of a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, so long as the absence is not more than five (5) days per incident. "Immediate family" means the parent or guardian, brother or sister, grandparent, or any other relative living in the household of the pupil.

5. For any of the following reasons, if an immediate family member of the pupil, or a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, has died:

    a. To access services from a victim services organization or agency.

    b. To access grief support services.

    c. To participate in safety planning or to take other actions to increase the safety of the pupil or an immediate family member of the pupil, or a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, including, but not limited to, temporary or permanent relocation.

Absences under this section shall not be excused for more than three (3) days per incident, unless extended on a case-by-case basis at the discretion of the school administrator. "Immediate family" means the parent or guardian, brother or sister, grandparent, or any other relative living in the household of the pupil.

1. Participation in religious instruction or exercises as follows:

    d. The student shall be excused for this purpose on no more than four (4) school days per month.

2. For the purposes of jury duty in the manner provided for by law.

3. Due to the illness or medical appointment during school hours of a child of whom the student is the custodial parent, including absences to care for a sick child. (The school does not require a note from the doctor for this excusal).

4. To permit the student to spend time with an immediate family member who is an active duty member of the uniformed services, as defined in Education Code section 49701, and has been called to duty for, is on leave from, or has immediately returned from, deployment . Absences granted pursuant to this paragraph shall be granted for a period of time to be determined at the discretion of the Charter School.

5. For the purpose of serving as a member of a precinct board for an election pursuant to Election Code section 12302.

6. Attendance at the student's naturalization ceremony to become a United States citizen.

7. Authorized parental leave for a pregnant or parenting student for up to eight (8) weeks, which may be extended if deemed medically necessary by the student's physician.

8. Due to the student's participation in military entrance processing.

9. Authorization at the discretion of the Principal or designee, based on the facts of the student's circumstances, are deemed to constitute a valid excuse.

10. A student who holds a work permit to work for a period of not more than five (5) consecutive days in the entertainment or allied industries shall be excused from school during the period that the student is working in the entertainment or allied industry for a maximum of up to five (5) absences per school year subject to the requirements of Education Code section 48225.5.

11. In order to participate with a not-for-profit performing arts organization in a performance for a public-school student audience for a maximum of up to five (5) days per school year provided the student's parent or guardian provides a written note to the school authorities explaining the reason for the student's absence.

12. For the purpose of participating in a cultural ceremony or event. "Cultural" for these purposes means relating to the habits, practices, beliefs, and traditions of a certain group of people.

13. For the purpose of a middle or high school pupil engaging in a civic or political event as indicated below, provided that the pupil notifies the school ahead of the absence. A "civic or political event" includes, but is not limited to, voting, poll working, strikes, public commenting, candidate speeches, political or civic forums, and town halls.

    a. A middle school or high school pupil who is absent pursuant to this provision is required to be excused for only one school day-long absence per school year.

    b. A middle school or high school pupil who is absent pursuant to this provision may be permitted additional excused absences in the discretion of a school administrator.

14. For the following justifiable personal reasons for a maximum of five (5) school days per school year (unless otherwise indicated), upon advance written request by the student's parent or guardian and approval by the Executive Director or designee pursuant to uniform standards:

        a. Appearance in court.

        b. Observance of a holiday or ceremony of the pupil's religion.

        c. Attendance at religious retreats (not to exceed one school day per semester).

d. Attendance at an employment conference.

e. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization.

A student who is absent due to an excused absence will be allowed to complete all assignments and tests missed during the excused absence that can be reasonably provided and will receive full credit upon satisfactory completion within a reasonable period of time. The teacher of the class from which a student is absent shall determine which tests and assignments are reasonably equivalent to, but not necessarily identical to, the tests and assignments that the student missed during the excused absence.

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

Method of Verification

When a student who has been absent returns to school, the student must present a satisfactory explanation verifying the reason for the absence. The following methods may be used to verify student absences:

1. Signed, written note from the student's parent/guardian or parent representative.

2. Conversation, in person or by telephone, between the verifying employee and the student's parent/guardian or parent representative. The employee shall subsequently record the following:

    a. Name of student;

    b. Name of parent/guardian or parent representative;

    c. Name of verifying employee;

    d. Date or dates of absence; and

    e. Reason for absence.

3. Visit to the student's home by the verifying employee, or any other reasonable method, which establishes the fact that the student was absent for the reasons stated. A written recording shall be made, including the information outlined above.

4. Healthcare provider verification: excusing students for confidential medical services or verifying such appointments, Charter School staff shall not ask the purpose of such appointments but may contact a medical office to confirm the time of the appointment.

5. A healthcare provider's note of illness will be accepted for any reported absence. When a



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student has had fourteen (14) absences in the school year for illness verified by methods listed in #1-#3 above without a healthcare provider's note, any further absences for illness must be verified by a healthcare provider.

6. Insofar as class participation is an integral part of students' learning experiences, parents/guardians and students shall be encouraged to schedule medical appointments during non-school hours.

7. Students should not be absent from school without their parents/guardians' knowledge or consent except in cases of medical emergency.

Unexcused Absences/Truancy for Classroom Based Attendance

The Principal, or designee, shall implement positive steps to reduce truancy, including working with the family in an attempt to resolve the attendance problem. A student's progress and learning may be affected by excessive unexcused absences. In addition, the Charter School is fiscally dependent on student attendance and is negatively impacted by excessive unexcused absences. If all attempts to resolve the student's attendance problem are unsuccessful, the Charter School will implement the processes described below.

Process for Addressing Truancy

Student Attendance Review Team ("SART")

AMPS has implemented a Student Attendance Review Team ("SART") process to address attendance and tardy issues. The SART panel is designed to meet with parents/guardians of children who have exceeded the allowable amount of unexcused absences. The purpose of the meeting is to discuss the child's attendance record and to work on solutions, develop strategies, discuss appropriate mental health support and other supportive services for the student and student's family, and develop a plan[1] for the child's regular participation in school drawing from community resources when necessary. The team shall include representatives of the school, including teachers and directors. The Chief Academic Officer or designee shall chair all SART panels.

Procedures for Excessive Absences/ Tardies

1. Each of the first two (2) unexcused absences or unexcused tardies over 30 minutes will result in a call home to the parent/guardian by the Principal or designee. The student's classroom teacher may also call home.

2. Each of the third (3rd) and fourth (4th) unexcused absences or unexcused tardies over thirty (30) minutes will result in a call home to the parent/guardian by the Executive Director or designee. In addition, the student's classroom teacher may also call home and/or the Charter School may send the parent an e-mail notification. In addition, upon reaching three (3) unexcused absences or unexcused tardies over 30 minutes in a school year, the parent/guardian will receive "Truancy Letter #1 – Truancy Classification Notice"

[1] If the student's parent/guardian fails to attend the SART meeting, sign the SART plan, or respond to the SART's requests to schedule a meeting, then the SART panel shall implement the SART plan without the parent/guardian's signature.



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from the Charter School notifying the parent/guardian of the student's "Truant" status. This letter must be signed by the parent/guardian and returned to the Charter School. This letter shall also be accompanied by a copy of this Attendance Policy. This letter, and all subsequent letter(s) sent home, shall be sent by Certified Mail, return receipt requested, or some other form of mail that can be tracked. This letter shall be re-sent after a fourth (4th) unexcused absence.

3. Upon reaching five (5) unexcused absences or unexcused tardies over 30 minutes, the parent/guardian will receive "Truancy Letter #2 – Habitual Truant Classification Notice and Conference Request," notifying the parent/guardian of the student's "Habitual Truant" status and a parent/guardian conference will be scheduled to review the student's records and develop an intervention plan/contract. In addition, the Charter School will consult with a school counselor regarding the appropriateness of a home visitation and/or case management.

4. Upon reaching six (6) unexcused absences or unexcused tardies over 30 minutes, the parent/guardian will receive a "Truancy Letter #3 – Referral to SART Meeting" and the student will be referred to a Coordination of Services Team (COST) and the SART.

5. If the conditions of the SART plan are not met, the student may incur additional administrative action up to and including disenrollment from the Charter School, consistent with the Involuntary Removal Process described below.

6. If a student is absent ten (10) or more consecutive school days without valid excuse and the student's parent/guardian cannot be reached at the number or address provided in the registration packet and does not otherwise respond to the Charter School's communication attempts, as set forth above, the student will be in violation of this Policy and the SART plan (if any) and may be subject to disenrollment in compliance with the Involuntary Removal Process described below. If the student is disenrolled after the Involuntary Removal Process has been followed, notification will be sent within thirty (30) days to the student's last known school district of residence.

7. Any documentation received by the Charter School regarding a student's enrollment and attendance at another public or private school (i.e., CALPADS report) shall be deemed evidence of a voluntary disenrollment and shall not trigger the Involuntary Removal Process below.

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

Process for Students Who Are Not in Attendance at the Beginning of the School Year

When a student is not in attendance on the first five (5) days of the school year, the Charter School will attempt to reach the student's parent/guardian on a daily basis for each of the first five (5) days to

determine whether the student has an excused absence, consistent with the process outlined in this policy. If the student has a basis for an excused absence, the student's parent/guardian must notify the Charter School of the absence and provide documentation consistent with this policy. However, consistent with process below, students who are not in attendance by the sixth (6th) day of the school year due to an unexcused absence will be disenrolled from the Charter School roster after following the Involuntary Removal Process described below, as it will be assumed that the student has chosen another school option.

1. Students who are not in attendance on the first (1st) day of the school year will be contacted by phone to ensure their intent to enroll in the Charter School.

2. Students who have indicated their intent to enroll but have not attended by the third (3rd) day of the school year and do not have an excused absence will receive a letter indicating the student's risk of disenrollment.

3. Students who have indicated their intent to enroll but have not attended by the fifth (5th) day of the school year and do not have an excused absence will receive a phone call reiterating the content of the letter.

4. Students who are not in attendance by the sixth (6th) day of the school year and do not have an excused absence will receive an Involuntary Removal Notice and the CDE Enrollment Complaint Notice and Form. The Charter School will follow the Involuntary Removal Process described below, which includes an additional five (5) schooldays for the parent/guardian to respond to the Charter School and request a hearing before disenrollment.

5. The Charter School will use the contact information provided by the parent/guardian in the registration packet.

6. Within thirty (30) calendar days of disenrollment, the Charter School will send the student's last known school district of residence a letter notifying it of the student's failure to attend the Charter School.

7. Any documentation received by the Charter School regarding a student's enrollment and attendance at another public or private school (i.e., CALPADS report) shall be deemed evidence of a voluntary disenrollment and shall not trigger the Involuntary Removal Process below.

Involuntary Removal Process

No student shall be involuntarily removed by AMPS for any reason unless the parent or guardian of the student has been provided written notice of the Charter School's intent to remove the student ("Involuntary Removal Notice") must be provided to the parent/guardian no less than five (5) school days before the effective date of the proposed disenrollment date. The written notice shall be in the native language of the student or the student's parent or guardian or if the student is a foster child or

youth or a homeless child or youth, the student's educational rights holder. The Involuntary Removal Notice shall include:

1. The charges against the student
2. An explanation of the student's basic rights including the right to request a hearing before the effective date of the action,
3. The CDE Enrollment Complaint Notice and Form.

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

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

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

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

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

Referral to Appropriate Agencies

It is the Charter School's intent to identify and remove all barriers to the student's success, and the Charter School will explore every possible option to address student attendance issues with the family. For any unexcused absence, the Charter School may refer the family to appropriate school-based and/or social service agencies. Please see the Attendance Policy for more information, it can be found on our website under the AMPS Family Handbook tab.

Non-Discrimination

These policies will be enforced fairly, uniformly, and consistently without regard to the characteristics listed in Education Code section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Penal Code section 422.55, including

immigration status, pregnancy, or association with an individual who has any of the aforementioned characteristics).

Reports

The CEO, or designee, shall gather and report to the Board the number of absences both excused and unexcused as well as students who are truant, and the steps taken to remedy the problem. The Attendance Policy is also posted on the AMPS' website under Public Reporting and Resources

Arrival and Drop-offs; Dismissal and Pick-ups

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

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

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

Morning Drop-Off Procedures:
Please be at school at the designated start time, no more than 30 minutes early. If, arriving after the start time, students must go to the main office, sign-in as tardy, and get a slip before going to their first period class.

- When dropping off your child at school, please make sure you have pulled up to the curb and that your student can safely exit the vehicle and go immediately into the school.
- Do not drop your student off in any area other than the designated drop-off area.
- Do not park in any neighboring parking lots or in spaces that are not intended for student drop-off/pick-up.
- AMPS provides free breakfast before school starts. Please drop your child off early if they wish to participate in this program.

Afternoon Pick-Up Procedures

Students are only allowed to stay after school for the following reasons:
- They are participating in After School Education and Safety ("ASES") or a staff-sponsored student activity (sports, clubs, student government, etc.).
- They have been assigned detention or the homework center.
- They are receiving tutoring from a staff member.



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

If a student has after-school tutoring or detention, they are required to stay for the full duration. A Parent/Guardian may not pick them up early unless there is an emergency, and the student must be signed out at the office in person.

Early Sign-outs

Please do not take your child out of school earlier than the dismissal time. Only early dismissals for absences per the Attendance Policy (that cannot be scheduled for Fridays after the school's dismissal time), will be excused. All other early pick-ups are considered unexcused.

We will evaluate the early dismissal log on a quarterly basis. If a child has excessive early dismissals, we will start the SART (Student Attendance Review TEAM) process per the Attendance Policy. Since missing class can negatively impact academic achievement, repeated absences and excessive early pick-ups may be reflected in your student's grades and acquisition of new skills.

- In the rare event that a student needs an early dismissal, the following procedures must be followed:
    - the student or parent/guardian must notify the school that an early dismissal is necessary, or the student must call their parent/guardian using the office phone;
    - The student will remain in class or the main office until a parent/guardian or emergency contact arrives to pick up the student;
    - The authorized adult must come in to sign the student out – we will only release students to an adult over the age of 18 who is a parent/guardian or is listed on the emergency contact form; and
    - The student must make up all missed work.

School Visitor Policy

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

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

1. Their name, address and occupation

2. Their age, if less than 21



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3. The purpose for entering school grounds

4. Proof of identity

5. Other information consistent with the provisions of law

Please see the Visitation and Volunteer Policy for more information on the AMPS website under the AMPS Family Handbook tab.

Visitor Code of Conduct

The site administration may refuse to register any outsider if the administration reasonably concludes that the outsider's presence or acts would disrupt the school, students, or employees; would result in damage to property; or would result in the distribution or use of a controlled substance. The Principal or designee may revoke a visitor's registration if they have a reasonable basis for concluding that the visitor's presence on school grounds would interfere or is interfering with the peaceful conduct of school activities or would disrupt or is disrupting the school, students, or staff.

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

Appeal Procedure

The Principal or designee may withdraw consent to be on campus for up to fourteen (14) days even if the visitor has a right to be on campus whenever there is reason to believe that the person has willfully disrupted or is likely to disrupt AMPS's orderly operation. Consent may be reinstated at the discretion of the Principal prior to the expiration of the fourteen (14) calendar day timeline whenever the Principal has reason to believe that the presence of the person will not constitute a substantial and material threat to the orderly operation of the School campus. The person from whom consent has been withdrawn may submit a written request for a hearing on the withdrawal within the two-week period. The written request shall state the address to which notice of hearing is to be sent. The CEO or designee shall grant such a hearing not later than seven (7) days from the date of receipt of the request and shall immediately mail a written notice of the time, place, and date of such hearing to such person.

For more information, please see the Visitation and Volunteer Policy, which can be found as a file attached to our website under the AMPS Family Handbook tab.

# Academic Program

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

Our schools are data-driven and as such, every AMPS site will have an assessment calendar and dates that will detail the assessment of all students to capture progress and regression in content areas throughout the year and is provided to parents/guardians and students via progress reports, parent portals, or emails. The intent is to restructure needed lessons, tutoring programs, re-teach models, and other programs to ensure student progress towards goals.

## Classroom Expectations

1. Students are to come to class prepared with completed homework. The school will provide all necessary instructional supplies. Should a student bring personal supplies, they do so at their own risk. Students are to come to class fully prepared for academic success. Amethod Public Schools (AMPS) will provide all necessary instructional supplies, including pencils, folders, erasers, scissors, markers, glue sticks, paper, composition notebooks, and agendas. While we are committed to equipping every scholar with the tools they need for their daily lessons, please be advised that AMPS is not responsible for any personal items that are lost, stolen, or damaged on campus. Should a student choose to bring their own personal supplies or belongings, they do so at their own risk.

2. Students are to demonstrate respect towards all individuals in the classroom by listening and tracking the speaker and refraining from talking when others are speaking.

3. Students are to stay on task throughout each class period and actively participate in all classroom activities.

4. Students are encouraged to ask questions when needing clarification.

5. During challenging moments of learning, students empower one another through encouragement and collaborative support, ensuring every teammate feels valued and motivated to succeed

## Grading

Report cards are issued every nine (9) weeks. Parents/guardians may be required to come in for at least one (1) parent-teacher conference during the school year. Report card grades will reflect the effort and work students put forth in these areas. Please note that parents and guardians can access a student's record of attendance and grades at any time through the PowerSchool Portal. If you need assistance with login, please do not hesitate to contact the office.

## Homework

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

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

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

Family assistance is encouraged; however, the student must complete their homework independently in order to benefit from the additional practice. Please do not do your child's homework for them.

Homework Methods:

- ❏ Follow teacher instructions for assignments
- ❏ Homework must be completed in full and in accordance with high standards for neatness, hard work, and professional presentation, unless a student has accommodations under a Section 504 Plan or an Individualized Education Program ("IEP")
- ❏ All elementary students are provided with homework folders. Homework folders are designed to teach students essential organizational skills. All assigned homework must be completed and, in the folder
- ❏ All homework must be neat, clean, and thorough
- ❏ If the homework is late, missing, incomplete, of poor quality, or not completed properly, students risk receiving no credit. If the problem continues to exist, then the parent/guardian must attend a meeting with the classroom teacher and the school administration
- ❏ Students with an Individualized Education Program (" IEP") will work with AMPS special education staff accordingly for their modified plans for success.

## Assessments

At AMPS, students will have multiple and varied opportunities to demonstrate what they know and can do in all their classes. Since the school's mission is to prepare students for college and beyond, rigorous and comprehensive course examinations, the California Assessment of Student Performance and Progress ("CAASPP"), and the English Language Proficiency Assessments for



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California ("ELPAC") are an important part of student assessment. Major quarterly and final exams for high school students will be used to evaluate students' mastery of course material at the end of each quarter and semester. Additionally, individual grade levels have specific exam requirements. Information regarding assessments will be sent throughout the year via ParentSquare.

Academic Support

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

Targeted academic support is also provided for students throughout the day and after school in a variety of ways including during the intervention block, small group instruction, and English Language Arts ("ELA") and Math Intervention, office hours and after-school tutoring support.

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

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

Summer School

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

Supplies & Daily Checklist

It is recommended that students bring the following supplies to school. If any student cannot provide them, then the school will provide them for the student.

Daily Checklist:

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

- ❏ Backpack
- ❏ Completed homework
- ❏ Class binders, textbooks, and any other required materials
- ❏ Proper uniform

Students are prohibited from bringing Sharpie or permanent markers on campus Students who are caught with permanent markers on campus will have the markers confiscated and not returned along with the possibility of additional consequences.



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## Promotion & Retention Overview

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

The following criteria will be reviewed in calculating the retention of a student:

- ❏ Grade Point Average (Grades below the mark of C-/2 are considered as failing and will receive 0 credits). More than 2 semester grades below a C-/2 may constitute retention
- ❏ PE and language are included in grade calculations
- ❏ IEP, Section 504 Plan, and other modifications and plans will be reviewed during the retention decision phase
- ❏ Multiple measures assessments (including Standardized Testing and Reporting Program and Interim assessments) * these are not used to retain. May be reviewed in conjunction with other areas
- ❏ Attendance record (More than 20 unexcused absences may constitute a retention)
- ❏ Social Emotional learning & growth (Is their maturity level ready for the next grade)

## Parent Notification

When a student is identified as being at risk of retention, the Principal or designee shall notify the student's parent/guardian at the earliest time possible and convene a Student Support Team ("SST") meeting to review the student's lack of academic progress and offer interventions or accommodations to support the student. In preparation for this meeting, the Principal or designee shall provide a copy of the student's grades and provide a copy of the Promotion and Retention Policy to the parents.



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# School Rules, Expectations, & Policies

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

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

# Behavior Policies

The following are sample situations that AMPS does not permit:

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

Students may lose the following as appropriate for behavior and work ethic: (this list may not be all-inclusive)

1. Field trips
2. School Events
3. Extracurricular trips
4. Promotion and graduation ceremonies

Bullying

AMPS prohibits- bullying. If a student alleges that they have been bullied, AMPS will investigate it. If the allegation meets the definition of bullying , the student will be warned with a referral, and the parents/guardians will receive a phone call and a written notice of the incident. If the student engages in another bullying incident, then the student may be suspended. Depending upon the

severity of the bullying a student may be suspended upon the first offense. In order for the student to return to school, the parent/guardian must meet with the Principal and/or designee(s) to develop a plan for the bullying to stop. Please see the Suspension and Expulsion Policy and Procedures, the Uniform Complaint Policy and Procedures, and the Harassment, Discrimination, Intimidation and Bullying Policy which are available www.amethodschools.org to file a complaint of bullying.

Cheating and Plagiarism Academic Integrity

Cheating/Plagiarism is a serious offense. If a student copies another student's work/homework or if a student gives another student their work/homework, it is considered cheating. Unless a staff member has given the student permission to complete assignments with a teammate(s), or permission to use artificial intelligence ("AI"), such as ChatGPT, all assignments must be completed independently. Please communicate with your teacher for help when in doubt. Plagiarism involves the stealing of someone else's ideas or words as one's own or the imitation of the language, ideas, and thoughts of another author (or person) and representation of them as one's original work, or the use of artificial intelligence[2] or chatbots without giving credit. Depending on grade level and the degree of the violation, acts of cheating/plagiarism will result in one of the following consequences: reduction in the assignment's grade, failing the course, detention, community service, or Saturday schools.

Classroom Disturbance

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

Conduct Outside of School Hours

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

[2] *"Artificial Intelligence":* Artificial Intelligence ("AI") is a computer, robot, or other programmed mechanical device having the humanlike capacity to perform operations and tasks analogous to learning and decision making in humans, or question answering. Examples of AI include the following:

- *"Chatbot"*: a computer program in the form of a virtual e-mail correspondent that can reply to messages from computer users.
- "*ChatGPT*": ChatGPT is a generative AI chatbot. It is a natural language processing tool driven by AI technology that allows human-like conversations and much more with a chatbot. The language model can answer questions and assist with tasks, such as composing emails, essays, music, images, and code.



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school, including suspension or expulsion.

Dress Code

This dress code shall be in effect on campus during school and at school-sponsored activities except when modified by the site administrator for specific extracurricular activities or in special cases. This dress code is gender neutral.

*The following guidelines shall apply to all regular school activities:*

1. Appropriate shoes must be worn at all times, which include: tennis shoes, shoes with laces, and shoes with backs. The following shoes are not permitted: high heel or platform shoes, shoes with grind plates, shoes with wheels, slippers, or flip-flop sandals or slides. Black, white or gray shoes only due to student safety. Colors for logos smaller than 2 inches are permitted.

2. Accessories: The following are not permitted: wallet chains, facial piercings, or spiked bracelets.

3. Hats, caps, or other head coverings shall not be worn unless it is necessary for medical or religious reasons.

4. Clothes shall be sufficient to conceal undergarments at all times. See-through or fish-net fabrics, and skirts or shorts shorter than knee-high are prohibited. No shirts may be worn that expose bare midriff.

5. Hair shall be clean and groomed. Hair may not be dyed or sprayed by any coloring. Hairstyles shall avoid specific gang associations by use of hair designs and/or color.

6. Coaches and teachers may impose more stringent dress requirements to accommodate the special needs of certain sports and/or classes.

7. No clothing, jewelry, accessories, or hairstyles which are, or include, a picture, writing, or insignia which is: (1) gang related; (2) presents a safety hazard to the wearer or others; (3) advertises or symbolizes any type of alcohol, drugs, tobacco, or gambling; (4) includes weapons or acts which are illegal, violent, obscene, or hazardous to one's health; (5) sexually suggestive, crude, vulgar, profane; discriminatory, obscene, contain threats, libelous; or (6) offensive or degrading to students or staff on the basis of gender, cultural, religious or ethnic values.

Dress Code Violations

If a Charter School staff member determines that a student’s attire is inappropriate or disruptive to the educational environment as described herein, the following may occur:

1. The student may be asked to briefly leave class to change clothing to align with this dress code.
2. The Charter School may confiscate items that violate the dress code.
3. The Charter School may notify the student's parents/guardians of the dress code violation(s).
4. The Charter School may schedule a conference with the student's parents/guardians to discuss the dress code violation(s).

Students may not be penalized academically or removed from class as a consequence for wearing "inappropriate" attire.

For more information, please see the Dress Code Policy, it can be found as a file attached to our website under the AMPS Family Handbook tab.

Closed Campus

Students are not allowed to leave campus under any circumstances once they have arrived on school grounds, with the exception of students who are 12 years or older and have a confidential medical appointment. All students must be signed out by a parent/guardian or an adult listed on the emergency card, (who must demonstrate a picture ID) filed at the school prior to leaving the campus at any other time other than the student's designated departure time, with the exception of students noted above.

Field Trips

AMPS recognizes and supports the concept of connecting our students with the broader community, both locally and globally, by providing field trips, cultural and art experiences, community service opportunities, and environmental education to fulfill AMPS's mission and philosophy. These activities help to promote tolerance, understanding, and acceptance of others, and enrich the educational experiences of the students, as well as meet the Charter School's goal of creating passionate life-long learners.

The safety and security of our students is a primary priority when planning or participating in field trips or excursions. These activities will be carried out in an appropriate manner to maximize and ensure student safety and to minimize the Charter School's legal liability and financial cost.

Disciplinary Rules during a Field Trip or Excursion

Students are under the jurisdiction of the Amethod Public Schools Board at all times during the field trip or excursion, and all AMPS policies continue to be enforced during field trips and excursions. Charter School disciplinary policies are to be adhered to at all times. (e.g. Horseplay, practical jokes, harassment, taunting, rough play, aggressive or violent behavior, profanity, viewing of pornographic material, and use of alcohol and/or controlled substances during the field trip or excursion are strictly prohibited.)

Except as otherwise required by law, a student may be excluded from the trip if their presence poses a safety or disciplinary risk.

For more information, please see the Field trip Policy, which can be found as a file attached to our website under the AMPS Family Handbook tab.

## General Maintenance

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

## Personal Belongings and Gadgets

Students are not allowed to have the following items at school, and should they have personal gadgets, it is their responsibility to store them away throughout the school day.
(The following is not a complete list)

- Gum
- Toys
- Nail Polish
- Chains
- Any illegal substance
- Sharpie or permanent markers
- Electronics of any kind
- Weapons or any toy weapons
- Video games or any other electronic toys

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

## Public Displays of Affection

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

Rude or Disrespectful Behavior

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

Saturday School

Saturday school may be assigned to students who do not finish their break packets, or students who receive three (3) or more referrals in one quarter.

School Disturbance

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

# Technology Program

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

Cell Phones & Smartwatches

Upon entry to the school campus, all personal electronic devices—including cell phones and smartwatches—must be powered off (not on vibrate or silent) and stored in the student's backpack or kept out of plain sight. Because smartwatches function as communication and internet-enabled devices, they may not be worn during the school day.

Storage & Responsibility

- Mandatory Check-in: Students may be required to leave their devices with a teacher or administrator in the morning to be retrieved at the end of the school day.
- Accountability: It is the responsibility of the parent/guardian to hold students accountable to these policies and procedures.

Confiscation

Devices will be confiscated if used or visible during school hours without explicit staff permission. Confiscated items will only be returned directly to a parent or guardian at the end of the day.

Private devices may be used:

- Off campus before or after school.
- In pickup/drop off zones (only with staff permission)



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- Before or after any Charter School-sponsored activity occurring before or after the regular school day.
- When a staff member explicitly authorizes use for a specific safety or educational purpose.
- For a medical Necessity: When the possession or use is necessary for a student's health or well-being of a student (e.g., monitoring blood glucose levels), as documented in the student's Individualized Education Program (IEP) or 504 Plan
- When a licensed physician determines that the possession or use of a private device is necessary for the health or well-being of the student.
- In the case of a public safety emergency, or in response to a reasonable, perceived threat of danger. Once students reach a designated "Safe Zone" and are cleared by the Incident Commander, a supervised "Family Reconnection Communication Window" will be established

Please see the Student Mobile Device Policy, which can be found at www.amethodschools.org

Technology Contract

Each student and family will be required to sign a technology Acceptable Use Agreement ("Agreement") before that student is permitted to use a school computer. Students must be responsible, and only access websites as permitted by their teacher. If a student is caught on a different/inappropriate site, the consequences outlined in the Agreement will be followed.

Students are responsible for loss or damage to AMPS computers. Please see the Annual Notification Guide for the Lost or Damaged Property notice for more information.

Overview of Internet Safety

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

❏ Access by minors to inappropriate matters on the Internet is prohibited

❏ Procedures have been established to ensure the safety and security of minors when using the Internet. To this end, training and information will be provided to children so that they refrain from sharing personal details to unknown parties at all times.

❏ Charter School staff monitor the activities of vulnerable children and the type of information they may encounter through the internet.

❏ AMPS will employ the use of technology such as firewalls and filters to augment the effort to maintain the integrity of the technology and internet-based programs.

It is the policy of AMPS Schools to:

- ❏ Prevent user access and transmission of inappropriate material via the Internet utilizing technology resources

- ❏ Prevent unauthorized access and other unlawful online activity❏ Prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors, and

- ❏ Comply with the Children's Internet Protection Act

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

Technology Protection Measures

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

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

- ❏ Manual blocking and unblocking of sites based on requests with a legitimate educational purpose

- ❏ Application of appropriate licensing information

- ❏ Selection/de-selection of website categories deemed appropriate or inappropriate by the AMPS leadership community

- ❏ Review and analysis of usage and filtering logs

- ❏ Communication with specific site leaders concerning data and reports generated through the content filtering system

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

Monitoring and Supervision of Online Activities

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

This includes, but is not limited to:

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

For more information, please see the Student Use of Technology and Acceptable Use Agreement, which can be found at www.amethodschools.org.

Education of minors

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

Education of staff

AMPS' Technology Department staff shall be responsible for training designated staff within individual school sites to further train and support school staff on the appropriate use of AMPS technology resources.

# Student Health Programs

Physical Education

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

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

Peanut Free Campus

In order to keep our campus safe for all students, we will have a peanut free school. Therefore, students are prohibited from bringing snacks on campus that contain peanuts.

Therefore, if students are seen with snacks that contain peanuts students will be told to secure the food and take it home, and a peanut- and strawberry-free snack will be given.

Healthy Food Campus

We are also a healthy food campus. We do not allow soda, junk food, cookies, or candy on campus for meals or snacks. Chips are allowed if they are vegetable-based or whole-grain. If junk food is seen, students will be told to secure the food and take it home. Please see the Universal Meals Notice in the Annual Notification Guide for more information about the option to have free breakfast and lunch.

Administration of Medicine

Any student requiring medication to be dispensed must complete an "Authorization to Administer Medication" form completed by the parent/guardian and the student's healthcare provider authorizing designated Charter School personnel to administer the medication and providing explicit instructions on dispensing the medication. No prescription medication will be dispensed to a student without this documentation in their file. Any student who is or may be required to take, during the regular schoolday, prescription epinephrine delivery system or inhaled asthma medication prescribed or ordered for the student by an authorized health care provider may carry and self-administer the prescription an epinephrine delivery system or inhaled asthma medication if the Authorization to Administer Medication has been provided to the Charter School. All other medications will be securely stored and administered by the designated personnel in accordance with each student's completed form.

Bathroom Policy

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

Breakfast and Lunch Program

All AMPS schools provide a free lunch and breakfast to students. Please see the Annual Notification Guide for the Universal Meals notice.

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

As a matter of safety and policy, Parents are not allowed to drop off lunches for students. Students must carry their lunch/snacks with them when they arrive at school. All students are to eat in the assigned food court area. We will not allow students to call home during lunchtime for food arrangements. Additionally, students are not allowed to use food delivery services to obtain food. This includes but is not limited to Uber Eats, Postmates, Doordash, or Grubhub.

Illness during School Hours

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



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Vision and Hearing Screenings

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

You will be notified of your child's screening results only if they do not pass the test. At that time, your child will receive a referral for further evaluation by a qualified medical professional. If you choose for your child to not have a screening , please submit a signed written request to your Principal. Please see the opt-out instructions in the Annual Notification Guide.

Mandated Reporting

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

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

Please see the School's Principal if you have any questions or concerns.

# Miscellaneous Policies

Freedom of Speech & Personal Expression

The Board of Directors of AMPS respects students' rights to express ideas and opinions, take stands, and support causes, whether controversial or not, through their speech, writing, printed materials, including the right of expression in official publications, and/or the wearing of buttons, badges and other insignia.

For more information about the Student's Freedom of Speech and Expression Policy, it can be found as a file attached to our website under the AMPS Family Handbook tab.

# Family Involvement Program

Amethod Public Schools believes in the importance of working together to make a positive impact on the academic and social growth of every child. Family involvement is not only welcome, but also critical to the success of the school. While this may be the case, parental involvement is not required for acceptance or continued enrollment to any of our schools. Please see the Parent and Family Engagement Policy for more information, it can be found on our website under the AMPS Family Handbook tab.

Family Involvement Opportunities

AMPS family-school relationships are maintained through opportunities such as:

- ❏ FST - Family & Staff Team
- ❏ School Carnival
- ❏ Field Day
- ❏ School Beautification
- ❏ Communications
- ❏ Sports
- ❏ Youth Truth Surveys
- ❏ Committee Work and or affinity groups (Graduation, Family Staff Team (FST))
- ❏ Conferences with students, families, and teachers
- ❏ Workshops for students and families
- ❏ Community-wide events, celebrations and performances

Amethod Public School families are asked to:

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

Forms & Applications

All families must fill out the mandatory forms in the school registration packet. They include



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various forms, such as permission slips and contact information.

Changes of Address/Contact Information

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

Emergencies

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

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

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

Scheduling Meetings

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

Providing False Information

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

Telephone Use

Students are not permitted to use the school phone without AMPS' staff's explicit permission. Students will be allowed to use the front office phone in case of emergency at the discretion of the

Principal or Designee.

Transportation

Amethod Public Schools DOES NOT provide transportation for students. Parents and/or guardians are responsible for providing their children with transportation to and from school. Students must be dropped off and picked up at assigned zones, following the School's prescribed traffic patterns. Principals or their Designees will attempt to assist students in utilizing transit programs. If a student with disabilities requires transportation, the IEP team will discuss it within an IEP team meeting.

AMPS site Faculty and staff will not be responsible for students beyond the regular and/or after school program hours. We may be required to call police or California Protective Services (CPS)if we cannot contact parents or guardians or through the student's emergency contacts after set hours.

Voluntary Withdrawal

Amethod schools are schools of choice. As such, circumstances may arise in which a parent or guardian wishes to transfer their child to a different school. Families may withdraw students in person at the site by requesting a transcript beforehand to give school time to prepare it, and by returning any school materials.

Please find the Charter Complaint Notice form if you have a complaint regarding a disenrollment:

https://www.cde.ca.gov/sp/ch/documents/rescscomplaints0323.pdf Health care coverage options and enrollment assistance is available here: www.coveredca.com

# Verification and Acknowledgement

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

---

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

SCHOOL / PARENT HANDBOOK 2026-2027

Student Name:

Grade:

School Name:

Parent/guardian Name:

Phone Number:

Parent/guardian Email:

Mailing Address:

Parent/guardian Signature: _____

Date: _____

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# AMETHOD PUBLIC SCHOOLS

## Family Handbook
## 2026~~5~~-2027~~6~~

# Amethod Public School (AMPS) Campuses

www.amethodschools.org

~~Oakland Charter Academy Middle School (OCA)~~ ¶
~~4215 Foothill Blvd. Oakland, CA. 94601~~ ¶
~~(510) 532-6751 Fax (510) 532-6753~~

## Downtown Charter Academy Middle School (DCA)

2000 Dennison Street, Oakland CA 94606
(510) 535-1580 Fax (510) 535-1597

## Richmond Charter Academy Middle School (RCA)

1450 Marina Way South Richmond, CA 94804
(510) 235-2465 Fax (510) 235-2487

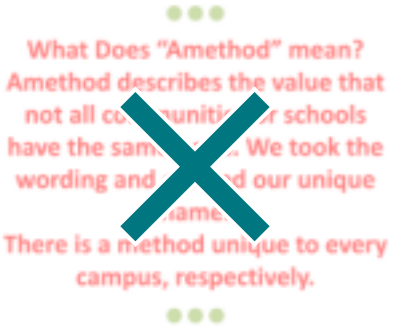
## Benito Juarez Elementary School (BJE)

1450 Marina Way South Richmond, CA 94804
(510) 215-7009 Fax: (510) 215- 7016

## John Henry High School

1402 Marina Way South Richmond, CA 94804
510-235-2439 Fax:510-235-2487

# AMPS: Who We Are




## OUR BEGINNING

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

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

It is our organizational intent to make student achievement our highest priority; and through our different campuses and programs, we will offer the needed support for success. It is with the same consideration that we expect that families make the same commitment to their child and school to reach the goal of academic success.

### AMPS Mission Statement

Amethod Public Schools (AMPS) seeks to provide a rigorous college preparatory education and character development program that will prepare students from underserved communities to succeed in college and beyond.

### AMPS Vision

Amethod Public Schools foster students' motivation and belief in academic achievement and goals. We are a free and public charter school network 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 themselves and challenge all families to expect more from their schools, themselves, and their children for a prospective future for the next generation.

### AMPS Core Values

The Core Values of the organization are those values we hold

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



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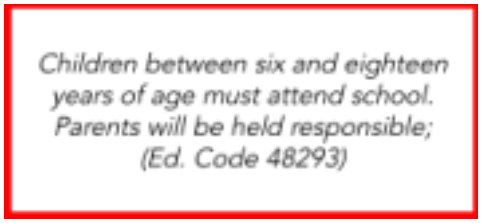
which form the foundation on which we perform work and conduct ourselves. Core values are not descriptions of
the work we do or the strategies we employ to accomplish our mission. The values underlie our work, how we interact with each other, and which strategies we employ to fulfill our mission. The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

# Attendance Policy

Absences Procedure

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

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




When the student returns, the student must bring ~~a~~ proof of their absence, such as a doctor's note, explaining the absence/s. Parents/guardians are encouraged to pick-up student's homework when they are absent from school any time before 4pm. Any p~~P~~arents/guardians, who have not contacted the school before school starts, ~~-~~will be called in the morning to ask about their child's absence. Students who are absent will be invited to ~~may be required to attend~~ an after school session to make up missing work. Students with more than three (3) unexcused absences in a school year are considered truant.

Sample of Non-Excused Absences

- Rain (weather)
- Being tired
- Vacations
- Lack of Transportation
- Child or Parents/guardians overslept
- No alarm clocks

Schedule Appointments for After School Hours

Families are encouraged to schedule appointments or other commitments outlined within the Attendance Policy outside of school time. The best times are on Friday afternoons after dismissal~~1:45 p.m.~~, or days when school is not in session. In the rare case when a student has an appointment or commitment during school hours, it is expected that the student will come to school before the appointment and return to school after the appointment to ~~finish~~ complete the remainder of the school day.

Skipping Class

Any student caught skipping class will receive an unexcused absence, which may lead to being truant. Consequences for skipping also include detention and may result in a recommendation to be involuntarily removed from the Charter School. Any student ~~that~~ who leaves school without permission may forfeit a field trip and/ or activity participation.

Suspensions Are Considered Absences

If students are absent from school due to a suspension, these days will be treated as excused absences and students are required to obtain and complete any missing work.

Dismissal

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

Absences and Missed Work

When a student has an ~~un~~excused absence, ~~the student~~they must contact the teacher to get the homework assignments for that day. Homework assigned the day of a student's absence is expected to be turned in on the day the student returns, unless the student has contacted their teacher prior to returning and the teacher has agreed that the student has an extra day to complete the assignment When a student has an unexcused absence a student must contact the teacher to get the missing class or home work assignment with an enforced late penalty and will have a capping grade of 50% or dropping the gard by a full letter.

Since missing class affects academic achievement, repeated absences may be reflected in the student's grades. If a student is repeatedly late or absent, the P~~p~~rincipal~~director~~, teacher(s), student, and parent or guardian will meet to address the issue per the truancy process below.

Tardiness

Tardiness is disruptive to the learning process. It has a negative impact on the entire class, not just

the child who is tardy. It is the policy of AMPS campuses to have students arrive to class on time.

Each student is expected to be in class each day, on time. A student who arrives after the morning bell is considered late and must adhere to the consequences listed below. If a student is tardy, they will receive a Tardy Pass documenting the time of arrival.

Definitions

- "*Tardy*": Students shall be classified as tardy if the student arrives after the morning bell
- "*Unexcused Absence*": A student shall have an unexcused absence if the student is absent ~~or is tardy for more than thirty (30) minutes~~ without a valid excuse.
- "*Truant":* A student shall be classified as a truant if the student is absent from school without a valid excuse three (3) full days in one school year, or if the student is tardy or absent for more than any 30-minute period during the school day without a valid excuse on three (3) occasions in one school year, or any combination thereof. Any student who has once been reported as a truant and who is again absent from school without valid excuse one or more days, or tardy on one or more days, shall again be deemed a truant. Such students shall be reported to the Principal~~Site Director~~ or designee.
- "*Habitual Truant*": A student shall be classified as a habitual truant if the student is reported for truancy three (3) or more times within the same school year. This generally occurs when the student is absent from school without a valid excuse for five (5) full days in one school year or if the student is tardy or absent for more than any 30-minute period during the school day without a valid excuse on five (5) occasions in one school year, or any combination thereof.
- "*Chronic Truant*": A student shall be classified as a chronic truant if the student is absent from school without a valid excuse for ten (10) percent or more of the school days in one school year, from the date of enrollment to the current date.

Excused Absences/Tardies for Classroom Based Attendance

The following are excused tardies/absences:

Absence from school shall be excused only for health reasons, family emergencies and justifiable personal reasons, as required by law or permitted under this Attendance Policy.

A student's absence shall be excused for the following reasons:

1. Personal illness, including an absence for the benefit of the pupil's mental or behavioral health
2. Quarantine under the direction of a county or city health officer.

3. Medical, dental, optometric, or chiropractic appointments:

    a. Students in grades 7-12, inclusive, may be excused from school for the purpose of obtaining confidential medical services without the consent of the student's parent or guardian.

4. For the purpose of attending the funeral services or grieving the death of either a member of the pupil's immediate family, or of a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, so long as the absence is not more than five (5) days per incident. "Immediate family" means the parent or guardian, brother or sister, grandparent, or any other relative living in the household of the pupil.

5. For any of the following reasons, if an immediate family member of the pupil, or a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, has died:

    a. To access services from a victim services organization or agency.

    b. To access grief support services.

    c. To participate in safety planning or to take other actions to increase the safety of the pupil or an immediate family member of the pupil, or a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, including, but not limited to, temporary or permanent relocation.

    Absences under this section shall not be excused for more than three (3) days per incident, unless extended on a case-by-case basis at the discretion of the school administrator. "Immediate family" means the parent or guardian, brother or sister, grandparent, or any other relative living in the household of the pupil.

6. Participation in religious instruction or exercises as follows:

    a. The student shall be excused for this purpose on no more than four (4) school days per month.

7. For the purposes of jury duty in the manner provided for by law.

8. Due to the illness or medical appointment during school hours of a child of whom the student is the custodial parent, including absences to care for a sick child. (The school does not require a note from the doctor for this excusale).

9. To permit the student to spend time with an immediate family member who is an active duty member of the uniformed services, as defined in Education Code section 49701, and has been called to duty for, is on leave from, or has immediately returned from, deployment ~~to a combat~~

~~zone or combat support position~~. Absences granted pursuant to this paragraph shall be granted for a period of time to be determined at the discretion of the Charter School.

10. For the purpose of serving as a member of a precinct board for an election pursuant to Election Code section 12302.

11. Attendance at the student's naturalization ceremony to become a United States citizen.

12. Authorized parental leave for a pregnant or parenting student for up to eight (8) weeks, which may be extended if deemed medically necessary by the student's physician.

13. Due to the student's participation in military entrance processing.

14. Authorization at the discretion of the Principal~~Site Director~~ or designee, based on the facts of the student's circumstances, are deemed to constitute a valid excuse.

15. A student who holds a work permit to work for a period of not more than five (5) consecutive days in the entertainment or allied industries shall be excused from school during the period that the student is working in the entertainment or allied industry for a maximum of up to five (5) absences per school year subject to the requirements of Education Code section 48225.5.

16. In order to participate with a not-for-profit performing arts organization in a performance for a public-school student audience for a maximum of up to five (5) days per school year provided the student's parent or guardian provides a written note to the school authorities explaining the reason for the student's absence.

17. For the purpose of participating in a cultural ceremony or event. "Cultural" for these purposes means relating to the habits, practices, beliefs, and traditions of a certain group of people.

18. For the purpose of a middle or high school pupil engaging in a civic or political event as indicated below, provided that the pupil notifies the school ahead of the absence. A "civic or political event" includes, but is not limited to, voting, poll working, strikes, public commenting, candidate speeches, political or civic forums, and town halls.

    a. A middle school or high school pupil who is absent pursuant to this provision is required to be excused for only one school day-long absence per school year.

    b. A middle school or high school pupil who is absent pursuant to this provision may be permitted additional excused absences in the discretion of a school administrator.

19. For the following justifiable personal reasons for a maximum of five (5) school days per school year (unless otherwise indicated), upon advance written request by the student's parent or guardian and approval by the Executive Director or designee pursuant to uniform standards:

    a. Appearance in court.

b. Observance of a holiday or ceremony of the pupil's religion.

c. Attendance at religious retreats (not to exceed one school day per semester).

d. Attendance at an employment conference.

e. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization.

A student who is absent due to an excused absence will be allowed to complete all assignments and tests missed during the excused absence that can be reasonably provided and will receive full credit upon satisfactory completion within a reasonable period of time. The teacher of the class from which a student is absent shall determine which tests and assignments are reasonably equivalent to, but not necessarily identical to, the tests and assignments that the student missed during the excused absence.

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

## Method of Verification

When a student who has been absent returns to school, the student must present a satisfactory explanation verifying the reason for the absence. The following methods may be used to verify student absences:

1. Signed, written note from the student's parent/guardian or parent representative.

2. Conversation, in person or by telephone, between the verifying employee and the student's parent/guardian or parent representative. The employee shall subsequently record the following:

    a. Name of student;

    b. Name of parent/guardian or parent representative;

    c. Name of verifying employee;

    d. Date or dates of absence; and

    e. Reason for absence.

3. Visit to the student's home by the verifying employee, or any other reasonable method, which establishes the fact that the student was absent for the reasons stated. A written recording shall be made, including the information outlined above.

4. Healthcare provider verification: excusing students for confidential medical services or verifying

such appointments, Charter School staff shall not ask the purpose of such appointments but may contact a medical office to confirm the time of the appointment.

5. A healthcare provider's note of illness will be accepted for any reported absence. When a student has had fourteen (14) absences in the school year for illness verified by methods listed in #1-#3 above without a healthcare provider's note, any further absences for illness must be verified by a healthcare provider.

6. Insofar as class participation is an integral part of students' learning experiences, parents/guardians and students shall be encouraged to schedule medical appointments during non-school hours.

7. Students should not be absent from school without their parents/guardians' knowledge or consent except in cases of medical emergency.

8. Unexcused Absences/Truancy for Classroom Based Attendance

9. The Principal, or designee, shall implement positive steps to reduce truancy, including working with the family in an attempt to resolve the attendance problem. A student's progress and learning may be affected by excessive unexcused absences. In addition, the Charter School is fiscally dependent on student attendance and is negatively impacted by excessive unexcused absences. If all attempts to resolve the student's attendance problem are unsuccessful, the Charter School will implement the processes described below.

10. Process for Addressing Truancy

~~Truancy ¶~~
~~Under state law, a pupil who, without a valid excuse, is absent from school for three (3) full days in one school year or is tardy or absent for more than thirty (30) minutes during the school day on three (3) occasions in one school year, is considered truant. Once a student is designated a truant, state law requires schools, and courts to intervene to ensure that parents and pupils receive certain services to assist them in complying with attendance laws. ¶~~

Student Attendance Review Team ("SART")

AMPS has implemented a Student Attendance Review Team ("SART") process to address attendance and tardy issues. The SART panel is designed to meet with parents/guardians of children who have exceeded the allowable amount of unexcused absences. The purpose of the meeting is to discuss the child's attendance record and to work on solutions, develop strategies, discuss appropriate mental health support and other supportive services for the student and student's family, and develop a plan[1] for the child's regular participation in school drawing from community resources when necessary. The team shall include representatives of the school, including teachers and directors. The Chief Academic Officer or designee shall chair all SART panels.

[1] If the student's parent/guardian fails to attend the SART meeting, sign the SART plan, or respond to the SART's requests to schedule a meeting, then the SART panel shall implement the SART plan without the parent/guardian's signature.

Procedures for Excessive Absences/ Tardies

1. Each of the first two (2) unexcused absences or unexcused tardies over 30 minutes will result in a call home to the parent/guardian by the Principal ~~Site Director~~ or designee. The student's classroom teacher may also call home.

2. Each of the third (3rd) and fourth (4th) unexcused absences or unexcused tardies over thirty (30) minutes will result in a call home to the parent/guardian by the Executive Director or designee. In addition, the student's classroom teacher may also call home and/or the Charter School may send the parent an e-mail notification. In addition, upon reaching three (3) unexcused absences or unexcused tardies over 30 minutes in a school year, the parent/guardian will receive "Truancy Letter #1 – Truancy Classification Notice" from the Charter School notifying the parent/guardian of the student's "Truant" status. This letter must be signed by the parent/guardian and returned to the Charter School. This letter shall also be accompanied by a copy of this Attendance Policy. This letter, and all subsequent letter(s) sent home, shall be sent by Certified Mail, return receipt requested, or some other form of mail that can be tracked. This letter shall be re-sent after a fourth (4th) unexcused absence.

3. Upon reaching five (5) unexcused absences or unexcused tardies over 30 minutes, the parent/guardian will receive "Truancy Letter #2 – Habitual Truant Classification Notice and Conference Request," notifying the parent/guardian of the student's "Habitual Truant" status and a parent/guardian conference will be scheduled to review the student's records and develop an intervention plan/contract. In addition, the Charter School will consult with a school counselor regarding the appropriateness of a home visitation and/or case management.

4. Upon reaching six (6) unexcused absences or unexcused tardies over 30 minutes, the parent/guardian will receive a "Truancy Letter #3 – Referral to SART Meeting" and the student will be referred to a Coordination of Services Team (COST) (and the SART.

5. If the conditions of the SART ~~contract~~ plan are not met, the student may incur additional administrative action up to and including disenrollment from the Charter School, consistent with the Involuntary Removal Process described below.

6. If a student is absent ten (10) or more consecutive school days without valid excuse and the student's parent/guardian cannot be reached at the number or address provided in the registration packet and does not otherwise respond to the Charter School's communication attempts, as set forth above, the student will be in violation of this Policy and the SART ~~contract~~ plan (if any) and may be subject to disenrollment in compliance with the Involuntary Removal Process described below. If the student is disenrolled after the Involuntary Removal Process has been followed, notification will be sent within thirty (30) days to the student's last known school district of residence.

7. Any documentation received by the Charter School regarding a student's enrollment and attendance at another public or private school (i.e., CALPADS report) shall be deemed evidence of a voluntary disenrollment and shall not trigger the Involuntary Removal

Process below.

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

Process for Students Who Are Not in Attendance at the Beginning of the School Year

When a student is not in attendance on the first five (5) days of the school year, the Charter School will attempt to reach the student's parent/guardian on a daily basis for each of the first five (5) days to determine whether the student has an excused absence, consistent with the process outlined in this policy. If the student has a basis for an excused absence, the student's parent/guardian must notify the Charter School of the absence and provide documentation consistent with this policy. However, consistent with process below, students who are not in attendance by the sixth (6th) day of the school year due to an unexcused absence will be disenrolled from the Charter School roster after following the Involuntary Removal Process described below, as it will be assumed that the student has chosen another school option.

1. Students who are not in attendance on the first (1st) day of the school year will be contacted by phone to ensure their intent to enroll in the Charter School.

2. Students who have indicated their intent to enroll but have not attended by the third (3rd) day of the school year and do not have an excused absence will receive a letter indicating the student's risk of disenrollment.

3. Students who have indicated their intent to enroll but have not attended by the fifth (5th) day of the school year and do not have an excused absence will receive a phone call reiterating the content of the letter.

4. Students who are not in attendance by the sixth (6th) day of the school year and do not have an excused absence will receive an Involuntary Removal Notice and the CDE Enrollment Complaint Notice and Form. The Charter School will follow the Involuntary Removal Process described below, which includes an additional five (5) schooldays for the parent/guardian to respond to the Charter School and request a hearing before disenrollment.

5. The Charter School will use the contact information provided by the parent/guardian in the registration packet.

6. Within thirty (30) calendar days of disenrollment, the Charter School will send the student's last known school district of residence a letter notifying it of the student's failure to attend the Charter School.

7. Any documentation received by the Charter School regarding a student's enrollment and attendance at another public or private school (i.e., CALPADS report) shall be deemed evidence of a voluntary disenrollment and shall not trigger the Involuntary Removal Process below.

Involuntary Removal Process

No student shall be involuntarily removed by AMPS for any reason unless the parent or guardian of the student has been provided written notice of the Charter School's intent to remove the student ("Involuntary Removal Notice") must be provided to the parent/guardian no less than five (5) school days before the effective date of the ~~action ("Involuntary Removal Notice").~~proposed disenrollment date. The written notice shall be in the native language of the student or the student's parent or guardian or if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder. The Involuntary Removal Notice shall include:

1. ~~t~~The charges against the ~~pupil~~ student
2. ~~and a~~An explanation of the ~~pupil's~~ student's basic rights including the right to request a hearing before the effective date of the action,
3. The ~~and the~~ CDE Enrollment Complaint Notice and Form.

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

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

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

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

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

Referral to ~~County District Attorney~~Appropriate Agencies

It is the Charter School's intent to identify and remove all barriers to the student's success, and the Charter School will explore every possible option to address student attendance issues with the family. For any unexcused absence, the Charter School may refer the family to appropriate school-based and/or social service agencies. ~~If a child's attendance does not improve after a SART plan has been developed, or if the parents fail to attend a required SART meeting, the parents and the child may be referred by AMPS to the District Attorney's office for prosecution through the court system. Students 12 years of age and older may be referred to the juvenile court for adjudication. Families need to understand that excessive absences and tardies are counter to a child's well-being.~~ ¶

Please see the Attendance Policy for more information, it can be found on our website under the AMPS Family Handbook tab.

Non-Discrimination

These policies will be enforced fairly, uniformly, and consistently without regard to the characteristics listed in Education Code section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Penal Code section 422.55, including immigration status, pregnancy, or association with an individual who has any of the aforementioned characteristics).

Reports

The CEO, or designee, shall gather and report to the Board the number of absences both excused and unexcused as well as students who are truant, and the steps taken to remedy the problem. The Attendance Policy is also posted on the AMPS' website under Public Reporting and Resources

Arrival and Drop-offs; Dismissal and Pick-ups

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

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

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

Morning Drop-Off Procedures:
Please be at school at the designated start time~~ and not more than 30 mins before~~, no more than

30 minutes early. If, arriving after the start time, students must go to the main office, sign-in as tardy, and get a slip before going to their first period class.

- When dropping off your child at school, please make sure you have pulled up to the curb and that your student can safely exit the vehicle and go immediately into the school.
- Do not drop your student off in any area other than the designated drop-off area.
- Do not park in any neighboring parking lots or in spaces that are not intended for student drop-off/pick-up.
- AMPS provides free breakfast before school starts. Please drop your child off early if they wish to participate in this ~~new~~ program.

Afternoon Pick-Up Procedures

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

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

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

If a student has after-school tutoring or detention, they are required to stay for the full duration. A Parent/Guardian may not pick them up early unless there is an emergency, and the student must be signed out at the office in person.

Early Sign-outs

Please do not take your child out of school earlier than the dismissal time. Only early dismissals for absences per the Attendance Policy (that cannot be scheduled for Fridays after the school's dismissal time), will be excused. All other early pick-ups are considered unexcused.

We will evaluate the early dismissal log on a quarterly basis. If a child has excessive early dismissals, we will start the SART (Student Attendance Review TEAM) process per the Attendance Policy. Since missing class can negatively impact academic achievement, repeated absences and excessive early pick-ups may be reflected in your student's grades and acquisition of new skills.

- In the rare event that a student needs an early dismissal, the following procedures must be followed:
    - the student or parent/guardian must notify the school that an early dismissal is

necessary, or the student must call their parent/guardian using the office phone;
- The student will remain in class or the main office until a parent/guardian or emergency contact arrives to pick up the student;
- The authorized adult must come in to sign the student out – we will only release students to an adult over the age of 18 who is a parent/guardian or is listed on the emergency contact form; and
- The student must make up all missed work.

School Visitor Policy

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

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

1. Their name, address and occupation

2. Their age, if less than 21

3. The purpose for entering school grounds

4. Proof of identity

5. Other information consistent with the provisions of law

Please see the Visitation and Volunteer Policy for more information on the AMPS website under the AMPS Family Handbook tab.

Visitor Code of Conduct

The site administration may refuse to register any outsider if the administration reasonably concludes that the outsider's presence or acts would disrupt the school, students, or employees; would result in damage to property; or would result in the distribution or use of a controlled substance. The Principal~~Director~~ or designee may revoke a visitor's registration if they have a reasonable basis for concluding that the visitor's presence on school grounds would interfere or is interfering with the peaceful conduct of school activities or would disrupt or is disrupting the school, students, or staff.

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



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Appeal Procedure

The PrincipalSite Director or designee may withdraw consent to be on campus for up to fourteen (14) days even if the visitor has a right to be on campus whenever there is reason to believe that the person has willfully disrupted or is likely to disrupt AMPS's orderly operation. Consent may be reinstated at the discretion of the PrincipalSite Director prior to the expiration of the fourteen (14) calendar day timeline whenever the PrincipalSite Director has reason to believe that the presence of the person will not constitute a substantial and material threat to the orderly operation of the School campus. The person from whom consent has been withdrawn may submit a written request for a hearing on the withdrawal within the two-week period. The written request shall state the address to which notice of hearing is to be sent. The CEO or designee shall grant such a hearing not later than seven (7) days from the date of receipt of the request and shall immediately mail a written notice of the time, place, and date of such hearing to such person.

For more information, please see the Visitation and Volunteer Policy, which can be found as a file attached to our website under the AMPS Family Handbook tab.

# Academic Program

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

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

Classroom Expectations

1. Students are to come to class prepared with completed homework. TWhile the school will provide all necessary instructional supplies. Should a student bring personal supplies, they do so at their own risk., a recommended additional list of supplies may be provided by your child's school. Students are to come to class fully prepared for academic success.: Amethod Public Schools (AMPS) will provide all necessary instructional supplies, including pencils, folders, erasers, scissors, markers, glues sticks, paper, composition notebooks, and agendas. While we are committed to equipping every scholar with the tools they need for their daily lessons, please be advised that AMPS is not responsible for any personal items that are lost, stolen, or damaged on campus. Should a student choose to bring their own personal supplies or belongings, they do so at their own risk.

2. Students are to demonstrate respect towards all individuals in the classroom by listening and tracking the speaker and refraining from talking when others are speaking.

3. Students are to stay on task throughout each class period and actively participate in all classroom activities.

4. Students are encourage to ask questions when needing clarification.

5. ~~Students will seek to help each teammate rather than criticize during intense moments of learning~~. During challenging moments of learning, students empower one another through encouragement and collaborative support, ensuring every teammate feels valued and motivated to succeed

Grading

Report cards are issued every nine (9) weeks. Parents/guardians may be required to come in for at least one (1) parent-teacher conference during the school year. Report card grades will reflect the effort and work students put forth in these areas. Please note that parents and guardians can access a student's record of attendance and grades at any time through the PowerSchool Portal. If you need assistance with login, please do not hesitate to contact the office.

Homework

Homework is an essential part of the AMPS educational program. The purpose of homework is to reinforce skills taught in the classroom, to help students develop a deeper understanding of concepts, and to promote good study habits. Students must begin to develop a positive work ethic and habits as they prepare their path towards college and beyond, and homework is a large part of that preparation. Part of homework is study time for tests and quizzes that make up part of your child's grades. If your child is not submitting assigned homework, then expect this to be reflected in lower grades. Over school breaks, holiday, and summer packets may~~will~~ be assigned~~, and a parent/guardian signature is required~~.

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

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

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

Homework Methods:

- ❏ Follow teacher instructions for assignments
- ❏ Homework must be completed in full and in accordance with high standards for neatness, hard work, and professional presentation, unless a student has accommodations under a Section 504 Plan or an Individualized Education Program ("IEP")
- ❏ All elementary students are provided with homework folders. Homework folders are designed to teach students essential organizational skills. All assigned homework must be completed and, in the folder,
- ❏ All homework must be neat, clean, and thorough
- ❏ If the homework is late, missing, incomplete, ~~or of poor quality, or is~~ of poor quality, or not completed properly, students ~~run the~~ risk ~~of~~ receiving no credit. If the problem continues to exist, then the parent/guardian must attend a meeting with the classroom teacher and the school administration
- ❏ Students with an Individualized Education Program (" IEP") will work with AMPS special education staff accordingly for their modified plans for success.

Assessments

At AMPS, students will have multiple and varied opportunities to demonstrate what they know and ~~what they~~ can do in all their classes. Since the school's mission is to prepare students for college and beyond, rigorous and comprehensive course examinations, the California Assessment of Student Performance and Progress ("CAASPP"), and the English Language Proficiency Assessments for California ("ELPAC") are an important part of student assessment. Major quarterly and final exams for high school students will be used to evaluate students' mastery of course material at the end of each quarter and semester. Additionally, individual grade levels have specific exam requirements. Information regarding assessments will be sent throughout the year via ParentSquare.

Academic Support

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

Targeted academic support is also provided for students throughout the day and after school in a variety of ways including during the Individualized Learning Block intervention block, small group instruction, and English Language Arts ("ELA") and Math Intervention, office hours and after-school tutoring support.

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

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

## Summer School

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

## Supplies & Daily Checklist

~~Teachers will provide a recommended supply list at the beginning of the year.~~ It is recommended that students bring the following ~~se~~ supplies to school. If any student cannot provide them, then the school will provide them for the student.

### Daily Checklist:

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

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

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

## Promotion & Retention Overview

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

The following criteria will be reviewed in calculating the retention of a student:

- ❏ Grade Point Average (Grades below the mark of C-/2 are considered as failing and will receive 0 credits). More than 2 semester grades below a C-/2 may constitute retention

- ❏ PE and language are included in grade calculations

- ❏ IEP, Section 504 Plan, and other modifications and plans will be reviewed during the retention decision phase
- ❏ Multiple measures assessments (including Standardized Testing and Reporting Program and Interim assessments) * these are not used to retain. May be reviewed in conjunction with other areas
- ❏ Attendance record (More than 20 unexcused absences may constitute a retention)
- ❏ Social Emotional learning & growth (Is their maturity level ready for the next grade)

Parent Notification

When a student is identified as being at risk of retention, the Principal~~Director~~ or designee shall notify the student's parent/guardian at the earliest time possible and convene a Student Support Team ("SST") meeting to review the student's lack of academic progress and offer interventions or accommodations to support the student. In preparation for this meeting, the Principal~~Director~~ or designee shall provide a copy of the student's grades and provide a copy of the Promotion and Retention Policy to the parents.

# School Rules, Expectations, & Policies

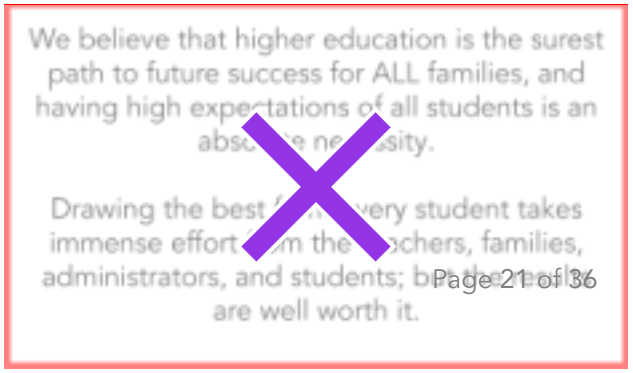
Our school is structured to provide a safe and orderly educational experience for our students. A safe and organized setting provides a foundation for effective teaching and learning. Our approach to discipline is two-fold. We believe in practices that are both preventative and restorative.

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

# Behavior Policies

The following are sample situations that AMPS does not ~~accept~~permit~~has zero tolerance for~~:

- ❏ Drug/alcohol possession
- ❏ Bullying (this includes Cyberbullying)
- ❏ Possessing Weapons



❏ Leaving campus without permission

❏ Gang paraphernalia or graffiti

Hate speech

❏ Fighting

❏ Not following schools' rules & procedures

~~The AMPS Method: All is Earned Culture ¶~~
~~Families and students need to be aware of the disguised and hidden messages of low expectations widespread in many institutions, including public schools that have a negative impact on inner city families and students of color.~~

Students may~~will earn and~~ lose the following as appropriate for behavior and work ethic: (this list may not be all-inclusive~~A sample list~~)

~~1. Time in classrooms~~
2. Field trips
3. School Events
4. Extracurricular trips
5. Promotion and graduation ceremonies

Bullying

AMPS ~~does not accept~~Tprohibits ~~here is zero tolerance for~~ bullying. If a student alleges that they have been bullied, AMPS will investigate it. If the allegation meets the definition of bullying ~~bullies another student~~, the student will be warned with a referral, and the parents/guardians will receive a phone call and a written notice of the incident. If the student ~~is caught~~engages in another bullying incident, then the student may be suspended. Depending upon the severity of the bullying a student may be suspended upon the first offense. In order for the student to return to school, the parent/guardian must meet with the Principal~~Site Director/Principal~~ and/or designee(s) ~~will~~to develop a plan for the bullying to stop. ~~Students can also self-report bullying using the school's self-reporting form for bullying (found in the Dean's office and each classroom).~~ Please see the Suspension and Expulsion Policy and Procedures, the Uniform Complaint Policy and Procedures, and the Harassment, Discrimination, Intimidation and Bullying Policy which are available www.amethodschools.org to file a complaint of bullying.

Cheating and Plagiarism Academic integrity

Cheating/Plagiarism is a serious offense. If a student copies another student's work/homework or if a student gives another student their work/homework, it is considered cheating. Unless a staff member has given the student permission to complete assignments with a teammate(s), or permission to use artificial intelligence ("AI"), such as ChatGPT, all assignments must be completed independently. Please communicate with your teacher for help when in doubt. Plagiarism involves

the stealing of someone else's ideas or words as one's own or the imitation of the language, ideas, and thoughts of another author (or person) and representation of them as one's original work, or the use of artificial intelligence[2] or chatbots without giving credit. Depending on grade level and the degree of the violation, acts of cheating/plagiarism will result in one of the following consequences: reduction in the assignment's grade, failing the course, detention, community service, ~~in-school suspension, out-of-school suspension~~, or Saturday schools.~~.~~

Classroom Disturbance

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

Conduct Outside of School Hours

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

Dress Code

This dress code shall be in effect on campus during school and at school~~-~~sponsored activities except when modified by the site administrator for specific extracurricular activities or in special cases. This dress code is gender neutral.

*The following guidelines shall apply to all regular school activities:*

1. Appropriate shoes must be worn at all times, which include: tennis shoes, shoes with laces,

[2]
- *"Artificial Intelligence":* Artificial Intelligence ("AI") is a computer, robot, or other programmed mechanical device having the humanlike capacity to perform operations and tasks analogous to learning and decision making in humans, or question answering. Examples of AI include the following:
  - *"Chatbot"*: a computer program in the form of a virtual e-mail correspondent that can reply to messages from computer users.
  - "*ChatGPT*": ChatGPT is a generative AI chatbot. It is a natural language processing tool driven by AI technology that allows human-like conversations and much more with a chatbot. The language model can answer questions and assist with tasks, such as composing emails, essays, music, images, and code.



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and ~~slip on~~ shoes with backs. The following shoes are not permitted: high heel or platform shoes, shoes with grind plates, shoes with wheels, slippers, or flip-flop sandals or slides. Black, white or gray shoes only due to ~~gang color associations and~~ student safety. Colors for logos smaller than 2 inches are permitted.

2. Accessories: The following are not permitted: wallet chains, facial piercings, or spiked bracelets.

3. Hats, caps, or other head coverings shall not be worn unless it is necessary for medical or religious reasons.

4. Clothes shall be sufficient to conceal undergarments at all times. See-through or fish-net fabrics, and skirts or shorts shorter than knee-~~t~~high are prohibited. No shirts may be worn that expose bare midriff.

5. Hair shall be clean and ~~neatly~~ groomed. Hair may not be dyed or sprayed by any coloring. Hairstyles shall~~Neatly groomed hair is essential to~~ avoid specific gang associations by use of hair designs and/or color.

6. Coaches and teachers may impose more stringent dress requirements to accommodate the special needs of certain sports and/or classes.

7. No clothing, jewelry, accessories, or hairstyles which are, or include, a picture, writing, or insignia which is: (1) gang related; (2) presents a safety hazard to the wearer or others; (3) advertises or symbolizes any type of alcohol, drugs, tobacco, or gambling; (4) includes weapons or acts which are illegal, violent, obscene, or hazardous to one's health; (5) sexually suggestive, crude, vulgar, profane; discriminatory, obscene, contain threats, libelous; or (6) offensive or degrading to students or staff on the basis of gender, cultural, religious or ethnic values.

<u>Dress Code Violations</u>

If a Charter School staff member determines that a student's attire is inappropriate or disruptive to the educational environment as described herein~~ear in~~, the following may occur:

1. The student may be asked to briefly leave class to change clothing to align with this dress code.
2. The Charter School may confiscate items that violate the dress code.
3. The Charter School may notify the student's parents/guardians of the dress code violation(s).
4. The Charter School may schedule a conference with the student's parents/guardians to discuss the dress code violation(s).

Students may not be ~~disciplined,~~ penalized academically~~,~~ or removed from class as a consequence for wearing "inappropriate" attire.



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For more information, please see the Dress Code Policy, it can be found as a file attached to our website under the AMPS Family Handbook tab.

Closed Campus

Students are not allowed to leave campus under any circumstances once they have arrived on school grounds, with the exception of students who are 12 years or older and have a confidential medical appointment. All students must be signed out by a parent/guardian or an adult listed on the emergency card, (who must demonstrate a picture ID) filed at the school prior to leaving the campus at any other time other than the student's designated departure time, with the exception of students noted above.

Field Trips

AMPS recognizes and supports the concept of connecting our students with the broader community, both locally and globally, by providing field trips, cultural and art experiences, community service opportunities, and environmental education to fulfill AMPS's mission and philosophy. These activities help to promote tolerance, understanding, and acceptance of others, and enrich the educational experiences of the students, as well as meet the Charter School's goal of creating passionate life-long learners.

The safety and security of our students is a primary priority when planning or participating in field trips or excursions. These activities will be carried out in an appropriate manner to maximize and ensure student safety and to minimize the Charter School's legal liability and financial cost.

Disciplinary Rules during a Field Trip or Excursion

Students are under the jurisdiction of the Amethod Public Schools~~Charter School~~ Board at all times during the field trip or excursion, and all AMPS policies continue to be enforced during field trips and excursions. Charter School disciplinary policies are to be adhered to at all times. (e.g. Horseplay, practical jokes, harassment, taunting, rough play, aggressive or violent behavior, profanity, viewing of pornographic material, and use of alcohol and/or controlled substances during the field trip or excursion are strictly prohibited.)

Except as otherwise required by law, a student may be excluded from the trip if their presence poses a safety or disciplinary risk.

For more information, please see the Field trip Policy, which can be found as a file attached to our website under the AMPS Family Handbook tab.

General Maintenance

Students and staff are expected to make every effort to keep all school property and facilities neat and clean. By taking part in keeping their school clean, students will take more pride in their school.

As a courtesy and out of respect for the school facility ~~,~~ and environment, students must not throw trash on the ground or leave trash on tables. All students, staff, and faculty are expected to, and will be required to, ~~assist in helping~~help keep our campuses clean.

Personal Belongings and Gadgets

Students are not allowed to have the following items at school, and should they have personal gadgets, it is their responsibility to store them away ~~through~~ throughout the school day.
(The following is not a complete list)

- Gum
- Toys
- Nail Polish
- Chains
- Any illegal substance
- Sharpie or permanent markers
- Electronics of any kind
- Weapons or any toy weapons
- Video games or any other electronic toys

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

Public Displays of Affection

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

Rude or Disrespectful Behavior

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

Saturday School
Saturday school may be ~~is~~ assigned to students who do not finish their break packets, or students who receive three (3) or more referrals in one quarter. ~~There will be one (1) Saturday school per quarter, and if your child is assigned Saturday School, they are required to attend.~~

School Disturbance

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

# Technology Program

At AMPS, we hope to engage our students meaningfully with the use of t~~T~~echnology on campus. We will not only instruct students how to properly use computers, but also concepts around d~~D~~igital c~~C~~itizenship and safety.

Cell Phones & Smartwatches

Upon entry to the school campus, all personal electronic devices—including cell phones and smartwatches—must be powered off (not on vibrate or silent) and stored in the student's backpack or kept out of plain sight. Because smartwatches function as communication and internet-enabled devices, they may not be worn during the school day.

Storage & Responsibility

- Mandatory Check-in: Students may be required to leave their devices with a teacher or administrator in the morning to be retrieved at the end of the school day.
- Accountability: It is the responsibility of the parent/guardian to hold students accountable to these policies and procedures.

Confiscation

Devices will be confiscated if used or visible during school hours without explicit staff permission. Confiscated items will only be returned directly to a parent or guardian at the end of the day.

Private devices may be used:

- Off campus before or after school.
- In pickup/drop off zones (only with staff permission)
- Before or after any Charter School-sponsored activity occurring before or after the regular school day.
- When a staff member explicitly authorizes use for a specific safety or educational purpose.
- For a medical Necessity: When the possession or use is necessary for a student's health or well-being of a student (e.g., monitoring blood glucose levels), as documented in the student's Individualized Education Program (IEP) or 504 Plan
- When a licensed physician determines that the possession or use of a private device is necessary for the health or well-being of the student.
- In the case of a public safety emergency, or in response to a reasonable, perceived threat of danger. Once students reach a designated "Safe Zone" and are cleared by the Incident Commander, a supervised "Family Reconnection Communication Window" will be established.
- ~~In the case of a public safety emergency, or in response to a reasonable, perceived threat of~~

~~danger . ¶~~

- ~~When a teacher or administrator of the Charter School grants permission to a student to possess or use a private device, subject to any reasonable limitation imposed by that teacher or administrator.¶~~
- ~~When a licensed physician determines that the possession or use of a private device is necessary for the health or well-being of the student. ¶~~
- ~~When the possession or use of a private device is required in a student's individualized education program ("IEP").¶~~

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

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

Please see the Cellphone, Smartphones & Other Electronic Devices Policy, which can be found at www.amethodschools.org

Technology Contract

Each student and family will be required to sign a technology ~~contract~~ Acceptable Use Agreement ("Agreement") before that student is ~~allowed~~ permitted to use a school computer. Students must be responsible, and only access ~~use the~~ websites as permitted ~~allowed~~ by their teacher. If a student is caught on a different/inappropriate site, the consequences outlined in the ~~contract~~ Agreement will be followed.

Students are responsible for loss or damage to AMPS computers. Please see the Annual Notification Guide for the Lost or Damaged Property notice for more information.

Overview of Internet Safety

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

❏ Access by minors to inappropriate matters on the Internet is prohibited

❏ Procedures have been established to ensure the safety and security of minors when using the Internet. To this end, training and information will be provided to children so that they ~~will~~ refrain from ~~giving out~~sharing personal details to unknown parties at all times.

❏ ~~Constant supervision will be maintained to~~Charter School staff monitor the activities of

vulnerable children and the type of information they may encounter through the internet.

- ❏ AMPS will employ the use of technology such as firewalls and filters to augment the effort to maintain the integrity of the technology and internet-based programs.

It is the policy of AMPS Schools to:

- ❏ Prevent user access and transmission of inappropriate material via the Internet utilizing technology resources
- ❏ Prevent unauthorized access and other unlawful online activity¶
- ❏ Prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors, and
- ❏ Comply with the Children's Internet Protection Act

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

Technology Protection Measures

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

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

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

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

Monitoring and Supervision of Online Activities

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

This includes, but is not limited to:

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

For more information, please see the Student Use of Technology and Acceptable Use Agreement, which can be found at www.amethodschools.org.

Education of minors

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

Education of staff

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

# Student Health Programs

Physical Education

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

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



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Peanut Free ~~and Strawberry Free~~ Campus

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

Therefore, if students are seen with snacks that contain peanuts ~~or strawberries~~ students will be told to secure the food and take it home, and a peanut- and strawberry--free snack will be given.

Healthy Food Campus

We are also a healthy food campus. We do not allow soda, junk food, cookies, or candy on campus for meals or snacks. Chips are allowed if they are vegetable--based or whole--grain. If junk food is seen, students will be told to secure the food and take it home. Please see the Universal Meals Notice in the Annual Notification Guide for more information about the option to have free breakfast and lunch.

Administration of Medicine

Any student requiring medication to be dispensed must complete an "Authorization to Administer Medication" form completed by the parent/guardian and the student's healthcare provider ~~permitting~~ authorizing designated ~~the~~ Charter ~~s~~School personnel to administer the medication and providing explicit instructions on dispensing the medication. No prescription medication will be dispensed to a student without this documentation ~~present~~ in their file. Any student who is or may be required to take, during the regular schoolday, prescription ~~auto-injectable~~ epinephrine ~~("EpiPen")~~delivery system or inhaled asthma medication prescribed or ordered for the student by an authorized health care provider may carry and self-administer the prescription ~~an EpiPen~~an epinephrine delivery system or inhaled asthma medication if the Authorization to Administer Medication has~~ve~~ been provided to the Charter School. All other medications will be securely stored and administered by the ~~Administrative Assistant~~designated personnel in accordance with each student's completed form.

Bathroom Policy

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

Breakfast and Lunch Program

All AMPS schools ~~will be~~ provid~~e~~ing a free lunch and breakfast to students. Please see the Annual Notification Guide for the Universal Meals notice.

Parents may pack ~~students~~ a healthy lunch or snack for their child if the child is staying after school or

if you wish to opt- out of the lunch program. Students do not have access to a refrigerator or microwave.

As a matter of safety and policy, Parents are not allowed to drop off lunches for students. Students must carry their lunch/snacks with them ~~from the start of the school~~when they arrive at school. All students are to eat in the assigned food court area. We will not allow students to call home during lunchtime for food arrangements. Additionally, students are not allowed to use food delivery services to obtain food. This includes but is not limited to Uber E~~-~~ats, Postmates, Doordash, or Grubhub.

Illness during School Hours

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

Vision and Hearing Screenings

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

You will be notified of your child's screening results only if they do not pass the test. At that time, your child will receive a referral for further evaluation by a qualified medical professional. If you choose for your child to not have a screening ~~at this time~~, please submit a signed written request to your Principal ~~Director~~. Please see the opt-out instructions in the Annual Notification Guide.

Mandated Reporting

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

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

Please see the School's Principal ~~Director~~ if you have any questions or concerns.

# Miscellaneous Policies

Freedom of Speech & Personal Expression

The Board of Directors of AMPS respects students' rights to express ideas and opinions, take stands, and support causes, whether controversial or not, through their speech, writing, printed materials, including the right of expression in official publications, and/or the wearing of buttons, badges and other insignia.

For more information about the Student's Freedom of Speech and Expression Policy, it can be found as a file attached to our website under the AMPS Family Handbook tab.

# Family Involvement Program

Amethod Public Schools believes in the importance of working together to make a positive impact on the academic and social growth of every child. Family involvement is not only welcome, but also critical to the success of the school. While this may be the case, parental involvement is not required for acceptance or continued enrollment to any of our schools. Please see the Parent and Family Engagement Policy for more information, it can be found on our website under the AMPS Family Handbook tab.

Family Involvement Opportunities

AMPS family-school relationships are maintained through opportunities such as:

- ❏ FST - Family & Staff Team
- ❏ School Carnival
- ❏ Field Day
- ❏ School Beautification
- ❏ Communications
- ❏ Sports
- ❏ Youth Truth Surveys
- ❏ Committee Work and or affinity groups (Graduation, Family Staff Team (FST))
- ❏ Conferences with students, families, and teachers
- ❏ Workshops for students and families
- ❏ Community-wide events, celebrations and performances

Amethod Public School families are asked to:

- ❏ Reinforce the academic and behavioral standards at home
- ❏ Send their student scholar to school in the required uniform in compliance with the Dress Code Policy

❏ Maintain constant, respectful communication with teachers and administrators
❏ Establish a daily routine for students that sets them up for success
❏ Ensure that students are well-rested and receive healthy amounts of rest
❏ Provide positive reinforcement of student progress and success
❏ Discuss academics and student work among family members
❏ Help students with homework and independent reading
❏ Ensure that students complete all of their homework and read nightly
❏ Attend all required parent meetings, such as pre-year Orientations and Open House Nights
❏ Provide support for summer sessions to avoid summer learning loss

## Forms & Applications

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

### Changes of Address/Contact Information

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

### Emergencies

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

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

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



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Scheduling Meetings

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

Providing False Information

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

Telephone Use

Students are not permitted to use the school phone without AMPS' staff's explicit permission. Students will be allowed to use the front office phone in case of emergency at the discretion of the Principal~~Director~~ or Designee.

Transportation

Amethod Public Schools DOES NOT provide transportation for students. Parents and/or guardians are responsible for providing their children with transportation to and from school. Students must be dropped off and picked up at assigned zones, following the School's prescribed traffic patterns. Principals~~Directors~~ or their Designees will attempt to assist students in utilizing transit programs. If a student with disabilities requires transportation, the IEP team will discuss it within an IEP team meeting.

AMPS site Faculty and staff will not be responsible for students beyond the regular and/or after school program hours. We may be required to call police or California Protective Services (CPS) ~~or police~~ if we cannot contact parents or guardians or through the student's emergency contacts after set hours.

Voluntary Withdrawal

Amethod schools are schools of choice. As such, circumstances may arise in which a parent or guardian wishes to transfer their child to a different school. Families may withdraw students in person at the site by requesting a transcript beforehand to give school time to prepare it, and by returning any school materials.

Please find the Charter Complaint Notice form if you have a complaint regarding a disenrollment:

https://www.cde.ca.gov/sp/ch/documents/rescscomplaints0323.pdf Health care coverage options and enrollment assistance is available here: www.coveredca.com

# Verification and Acknowledgement

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

---

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

SCHOOL / PARENT HANDBOOK 2026~~5~~-2027~~6~~

Student Name:

Grade:

School Name:

Parent/guardian Name:

Phone Number:

Parent/guardian Email:

Mailing Address:

Parent/guardian Signature:
_____

Date: _____

¶

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# Coversheet

## Review and Consideration of Approval of Employee Handbook 2026-2027

| | |
|---|---|
| **Section:** | V. Business II |
| **Item:** | AP. Review and Consideration of Approval of Employee Handbook 2026-2027 |
| **Purpose:** | Vote |
| **Submitted by:** | |
| **Related Material:** | DRAFT - Employee Handbook - 2026-2027 redline.pdf |

AMPS

HONOR HARD WORK

# AMETHOD PUBLIC SCHOOLS

## *EMPLOYEE HANDBOOK*

Approved ~~September, 2025~~

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## INTRODUCTION TO HANDBOOK

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

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

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

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

## GENERAL POLICIES

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

*Covered Individuals*

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

*Discrimination*

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

*Adverse Employment Action*

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

*Protected Characteristic(s)*

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

more protected characteristics.

For purposes of this policy, discrimination on the basis of "national origin" also includes discrimination based upon any of the following: an individual's or individual's ancestors' actual or perceived physical, cultural or linguistic characteristics associated with a national origin group; marriage to or association with individuals of a national origin group; tribal affiliation; membership in or association with an organization identified with or seeking to promote the interests of a national origin group; attendance or participation in schools, churches, temples, mosques or other religious institutions generally used by persons of a national origin group; or a name that is associated with a national origin group. An employee's or applicant for employment's immigration status will not be considered for any employment purpose except as necessary to comply with federal, state or local law.

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

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

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

Any applicant or employee who believes they require an accommodation in order to perform the essential functions of the job should contact a School representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation they need to perform the job, or if unknown, which job duties the disability impairs. AMPS will then analyze the situation, engage in an interactive process with the individual, and respond to the individual's request.

Pregnancy and lactation accommodations may also be requested. Please refer to the Lactation and Pregnancy Disability Leave policies set forth herein for further information.

*Scope of Policy*

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

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

***B. Religious Accommodation***

AMPS is committed to fostering a respectful, inclusive environment that values diversity, including the sincerely held religious beliefs and practices of all employees, and complies with all applicable federal and state laws concerning religious freedom and accommodation in the workplace.

*Employee Rights*

Employees are entitled to reasonable accommodations for their sincerely held religious beliefs or practices, unless the accommodation would impose an undue hardship on school operations. Depending on the circumstances, religious accommodations may include, but are not limited to:

- Modifications to dress code or grooming standards (e.g., head coverings, religious garments, facial hair)
- Schedule adjustments for religious observances or holidays
- Prayer breaks or access to a quiet space for religious practices
- Exemptions from certain school activities or duties that conflict with religious beliefs, where feasible

*Request Process*

Employees seeking a religious accommodation must submit a written request to the Human Resources (HR) Department and the designated School Administrator. The request should include:

- A description of the religious belief or practice
- The specific accommodation requested
- The anticipated duration of the accommodation, if applicable

Upon receiving the request, AMPS will engage in a good faith interactive process with the employee to determine a reasonable accommodation that does not pose an undue hardship on AMPS.

*Confidentiality*

Requests for religious accommodations will be handled as confidentially as possible, and information will be shared only with those involved in processing and implementing the accommodation.

*Scope of Policy*

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

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

### *C. Unlawful Harassment*

*Covered Individuals*

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

*Protected Characteristic(s)*

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

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

*Unlawful Harassment*

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

a. ***Verbal conduct*** such as unwanted sexual advances including flirting, sexually suggestive innuendos, conversations regarding sexual activities, and sexual invitations or comments, racial slurs or epithets, sexist or misogynistic comments, ethnic insults or jokes, religious aspersions or mockery, disability insults or ridicule, homophobic epithets or slurs, transphobic comments or derision, derogatory comments regarding gender, gender identity or gender expression, disparaging remarks regarding military or veteran status, threats of deportation against applicants and employees and family members of applicants and employees, derogatory comments about immigration status or mockery of an accent of language or its speakers, negative remarks regarding marital status, pejorative or incendiary ethnophaulisms (i.e. racial or ethnic slurs), or any other belittling, negative or derogatory comments regarding any protected characteristic ("hostile work environment" harassment).
b. Disrespectful or unprofessional conduct based on any of the protected characteristic(s) listed above ("hostile work environment" harassment).
c. Comments or conduct that consistently target one gender, even if the content is not sexual ("hostile work environment" harassment).

d. ***Visual conduct*** such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, gestures, text messages, social media activity, instant messages, e-mails, letters, pictures, or gifts (“hostile work environment” harassment).
e. ***Physical conduct*** such as assault, unwanted touching, blocking normal movement, or interfering with work because of any protected basis (“hostile work environment” harassment).
f. Threats and demands to submit to sexual requests as a condition of continued employment or to avoid some other loss and offers of employment benefits in return for sexual favors (“quid pro quo” harassment).
g. ***Sexual harassment*** consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual’s employment; (2) an employment decision is based upon an individual’s acceptance or rejection of that conduct; and/or (3) that conduct interferes with an individual’s work performance or creates an intimidating, hostile or offensive working environment. Sexually harassing conduct may include situations that began as reciprocal relationships but later ceased to be reciprocal.

*Abusive Conduct Prevention*

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

*Scope of Policy*

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

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

***Retaliation***

*Covered Individuals*

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

As used in this policy, “retaliation” means taking any adverse employment action against an employee because they engaged in protected activity pursuant to this policy. Protected activity may include, but is not limited to, opposing a practice or conduct the employee reasonably believes to be unlawful; reporting or assisting in reporting suspected violations of AMPS’ anti-discrimination, harassment, or retaliation policies; cooperating or participating in investigations or proceedings arising out of a violation of these policies; refusing to report to, or leaving, the workplace place during an emergency condition (as defined by law) because the employee reasonably believes that the workplace or worksite is unsafe; or engaging in any other activity protected by applicable law.

*Adverse Employment Action*

As used in this policy, “adverse employment action” means conduct or an action that materially affects the terms and conditions of the employee’s employment status or is reasonably likely to deter the employee from engaging in further protected activity. Adverse employment actions may include, but are not limited to, the following: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusing to promote or consider for promotion because of reporting a violation of this policy; harassing another employee for filing a complaint; denying employment opportunities because of making a complaint or for cooperating in an investigation; changing an employee’s work assignments for identifying harassment or other forms of discrimination in the workplace; treating an employee differently such as denying an accommodation; not talking to an employee (the “cold shoulder”) when otherwise required by job duties; or otherwise excluding the employee from job-related activities because of engagement in activities protected under this policy.

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

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

Duty to Report

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

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

Where to Report Complaint to AMPS

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

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

Title IX Reporting

AMPS does not discriminate on the basis of sex in any of its education programs or activities. Title IX of the Education Amendments of 1972 prohibits the School from discriminating in such a manner. This prohibition extends to admission, employment, and all education programs and activities of the School. Some types of sexual harassment are also prohibited under Title IX. AMPS has designated the following individual as its Title IX Coordinator to receive complaints of sex discrimination, including sexual

harassment:

Maria Arechiga
Title IX Coordinator
1450 Marina Way South
Richmond, CA 94804
Email address: marechiga@amethodschools.org
Phone number: 510-436-0172

Inquiries about the application of Title IX may be referred to the School's Title IX Coordinator or to the Assistant Secretary for Civil Rights at the U.S. Department of Education, or both.

Contents of Complaint

All complaints submitted pursuant to this policy can be made in writing or verbally. Your complaint should be specific and should include the names of the individuals involved, the names of any witnesses, and any supporting documentation. Employees may choose to submit their complaints anonymously.See **Appendix A** for the "Harassment/Discrimination/Retaliation Complaint Form."

Response to Complaint (Investigation)

Upon notice of conduct requiring an investigation, AMPS will investigate the facts and circumstances of the alleged violation, as appropriate. AMPS will attempt to resolve the situation by promptly undertaking an effective, thorough, and objective investigation. AMPS' investigation methods may vary depending on the nature of the complaint, the allegations, the witnesses, and other factors. All complaints will be handled as confidentially as possible, and information will be disclosed only as it is necessary to complete the investigation and resolve the matter.

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

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

Corrective Action

If AMPS determines that violations have occurred, AMPS will take appropriate corrective action in accordance with the circumstances involved, including appropriate action to deter future conduct. Examples of potential corrective action include, but are not limited to, written or verbal disciplinary action, suspension, reassignment, demotion, or termination, among others. In addition, the offending individual may be legally liable for their conduct, depending on the circumstances. Due to privacy protections, APMS is not able to fully disclose its entire decision regarding corrective action to the complainant.

No Retaliation

There will be no retaliation against any employee who brings a complaint in good faith or who assists in good faith in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation. Please refer to AMPS' Retaliation Policy above for further information.

*How to Report Complaint to Government Agencies*

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

*Sexual Harassment Training Requirements*

All supervisors of staff will receive two (2) hours of sexual harassment prevention training within six (6) months of hire or their assumption of a supervisory position and every two (2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention training within (6) months of hire and every two (2) years thereafter. Such training will be in compliance with California law.

Employees who fail to complete this required training will be subject to disciplinary action, up to and including termination.

### *D. Support Academic Futures and Education for Today's Youth ("SAFETY") Act*

AMPS complies with the Support Academic Futures and Educators for Today's Youth ("SAFETY") Act. Neither employees nor contractors will be required to disclose a student's sexual orientation, gender identity or gender expression to any other person without the student's consent.

Retaliation or adverse action against an employee on the following grounds is prohibited:

- refusing to disclose a student's sexual orientation, gender identity or gender expression to any other person without the student's consent;
- supporting students' rights and opportunities in the educational system as required by law, free from unlawful discrimination and harassment,
- providing instruction to students consistent with current legal requirements.

Any employee engaging in retaliation prohibited by this section will be subject to discipline up to and including termination

### *E. Whistleblower Policy*

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

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School, or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have

to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action. Further, no one who in good faith discloses, who may disclose, or who the School believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

AMPS prohibits retaliation against any employee because of the employee's refusal to participate in an activity that would result in a violation of a local, state or federal statute, or a violation or noncompliance with a local, state or federal rule or regulation, or for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a local, state or federal statute, or a violation or noncompliance with a local, state or federal rule or regulation. The School also prohibits any retaliation against an applicant or employee, and does not discriminate against any applicant or employee, based on that applicant or employee's "whistleblowing" activity against a former employer.

Employees with concerns about practices that are believed to be illegal or violate the School's policies are encouraged to report them to their supervisor or Human Resources. Employees who come forward with credible information on practices believed to be illegal or violations of School policy will be protected from retaliation.

Any employee who reasonably believes that they are a victim of retaliation may also call the State of California Attorney General "whistle-blower hotline" to report the retaliation: (800) 952-5225

### *F. Employment "At- Will"*

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

Nothing contained in this Handbook, employment applications, AMPS memoranda or other materials provided to employees in connection with their employment shall require AMPS to have "cause" to terminate an employee or otherwise restrict AMPS' right to terminate an employee from their at-will employment with AMPS or limit AMPS' right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict AMPS' right to terminate at-will.

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

### *G. Eligibility for Employment*

*Immigration Compliance*

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

IIn compliance with the Immigrant Worker Protection Act, the School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the School without a valid and signed judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant. If a search of employee records is authorized by a valid subpoena or signed judicial warrant, the School will give employees notice of the inspection both before and after it has occurred as required by law.

*Certification*

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

*Tuberculosis Testing*

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

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

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

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

prior to conducting work with School students.

*Criminal Background Checks*

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

### *H. Employment Classifications*

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

An employee will not change from one status to any other status or classification simply because of the number of hours that the employee is scheduled to work or the length of time spent as an employee. Because all employees are hired for an unspecified duration, these classifications do not guarantee employment for any specific length of time. Employment is at the mutual consent of the employee and the School. Accordingly, either the employee or the School can terminate the employment relationship at-will, at any time, with or without cause or advance notice.

*Non-exempt Employees*

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

Employees who are classified as non-exempt must accurately record the time(s) they start and stop work each day, including arrivals, departures, and meal breaks.

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

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

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

*Exempt Employees*

AMPS may designate as exempt an employee whose job duties and salary qualify for exemption under

applicable law. Exempt employees are not eligible to receive overtime pay.

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

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

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

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

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

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

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

### *I. Employment Status*

*Regular Full-time Employees*

Employees who work 30 hours or more per workweek on a regular basis. Such employees may be "exempt" or "nonexempt" and are eligible for employee benefits as described in this Handbook as well as those benefits required by law. Eligibility for each benefit is ultimately governed by the applicable policy, plan document, and/or applicable law.

*Regular Part-time Employees*

Employees who work fewer than 30 hours per workweek on a regular basis. Part-time employees may

be assigned a work schedule in advance or may work on an as-needed basis. Such employees may be "exempt" or "nonexempt". Part-time employees are generally not eligible for benefits except as required by law. Eligibility for each benefit is ultimately governed by the applicable policy, plan document, and/or applicable law.

*Temporary/Seasonal/Intern Employees*

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

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

### *J. Job Duties*

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

### *K. Work Location*

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

### *L. Open Door Policy*

At some time or another, you may have a suggestion, complaint, or question about AMPS, your job, your working conditions, or the treatment you are receiving. We welcome your suggestions, complaints, or questions. For issues other than prohibited harassment, discrimination, or retaliation, we ask that you take your concerns first to your supervisor, who will investigate and provide a solution or explanation. If the problem is still not resolved, you may present it to Human Resources, preferably in writing, who will address your concerns. (See Appendix B for the general "Internal Complaint Form" which can be used for this purpose).

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

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

Zero Tolerance Policy regarding workplace violence to help maintain a secure workplace.

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

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

*Workplace Violence Defined*

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

*Weapons Prohibited in the Workplace*

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

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

*Former Employees Prohibited on Premises*

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

If an employee who no longer is employed by AMPS would like to visit, that person must first contact the Human Resources Department and request written permission to visit. A visit can be scheduled only if advance written permission is obtained. If written permission is granted, the former employee must, upon

arrival to AMPS' premises on the scheduled date/time, report to the reception area, be greeted by the current employee s/he is visiting and be escorted at all times while on School premises.

*Searches and Inspections*

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

*Enforcement/Complaint Procedure*

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

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

If an employee becomes aware of an imminent act of violence, a threat of imminent violence, or actual violence, emergency assistance must be sought immediately. In such situations, the employee should contact the law enforcement authorities by dialing 911. Immediately after contacting the law enforcement authorities, the employee must report the incident to the Site Director.

Employees should immediately inform their supervisor or Site Director about any workplace security hazards. If these individuals are not available, the employee should immediately inform any other supervisor so that appropriate action can be taken.

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

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

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

## WAGES, ATTENDANCE, TIMEKEEPING AND RELATED PRACTICES

### *A. Payment of Wages*

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

Employees may also have deductions made to their paychecks when a wage overpayment occurs, to the extent permitted by law, through a mutually agreeable method, including through cash repayment or a deduction of the employee's payroll check, among other options. The School also reserves the right to exercise any and all other legal means to recover any additional amounts owed.

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

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

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

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

### *B. Overtime Pay*

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

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

When operating requirements or other needs cannot be met during regular working hours, nonexempt employees may be required to work overtime. Overtime pay is based on actual hours worked. All overtime work must be authorized in advance by the Site Director or immediate supervisor. Failure to obtain such approval may subject an employee to discipline, up to and including termination. No overtime compensation will be paid to exempt employees. Failure to work scheduled overtime, or working overtime without prior authorization from management may result in disciplinary action, up to and including termination of employment. The School will never ask an employee to work off the clock. All non-exempt

employees are to be paid for all hours worked. If you are asked to work off the clock, or if you are asked by anyone not to record your time working accurately, you must notify Human Resources immediately.

***C. Expense Reimbursement***

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

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Mileage

All employees who drive their personal vehicles in the course and scope of their employment must submit a request for mileage reimbursement. Employees will be reimbursed at the per mile rate established by the Internal Revenue Service. Employees may obtain the reimbursement form from the Finance or Human Resources departments, and must include the miles driven, the addresses of the origination and destination, and the date the mileage was incurred. Employees must attach all receipts and documentation, if any.

Cell Phones

Employees who are required to use their personal cell phone for work are eligible for reimbursement for business-related charges. The reimbursement is intended to reimburse employees for the portion of their cell phone charges attributable to work. To be eligible, the employee must be required to use their cell phone for work and have received the approval of their supervisor. If you believe you should be reimbursed for cell phone use or are entitled to an additional amount of reimbursement, please contact Human Resources.

Other Expenses

AMPS provides all necessary supplies and equipment for employees to perform their duties. Therefore, employees are not required to purchase any additional equipment or supplies in order to work for the School and should not incur any expense without prior approval from their supervisor. If, however, in the event any employee is required to incur any unexpected necessary and reasonable expenses in order to perform duties on behalf of AMPS, the employee must immediately report this expense issue to their supervisor and Human Resources. Employees will be required to submit documentation to support any request for expense reimbursement.

All reports of expense reimbursement issues will be reviewed, including a review of all relevant~~all of relevant~~ expense related records and receipts. If, as a result of the review, it is determined that an employee has incurred reasonable and necessary expenses on behalf of AMPS, the School will reimburse the employee, in full, for all actual, reasonable, and necessary business-related expenses incurred. It is the responsibility of the employee to keep accurate records and receipts of any business-related expense and to provide such documentation to the School.

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If any employee believes that the reimbursement amount provided by the School is insufficient to reimburse for all reasonable expenses necessarily incurred in the discharge of their duties on behalf of the School, the employee must immediately report this expense issue to the employee's supervisor and Human Resources. Employees will be required to submit documentation (e.g. a copy of an invoice/bill and an explanation of the business use) to support any request for additional reimbursement.

***D. Attendance and Tardiness***

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

You are expected to notify your direct supervisor at least two (2) hours prior to the start of your scheduled time if you are going to be late. In the event of an unforeseen emergency where you are unable to do so, please notify them as soon as possible. If you are required to leave work early, you must also personally contact your supervisor or the Site Director and obtain their permission. Employees are not allowed to relay messages to the direct supervisor or the Site Director through co-workers that they will be absent or tardy. If you are absent from work longer than one day, you are expected to keep your supervisor sufficiently informed of your situation and when you will return to work. Absent extenuating circumstances, you must call in on any day you are scheduled to work and will not report to work. You must get approval from your direct supervisor for any planned absences. Under certain circumstances, to the extent permitted by law, AMPS may require documentation from a healthcare provider verifying your need to be absent from work due to illness or other medical reasons if such absence lasts three (3) or more consecutive work days.

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

Absences protected by local, state and federal law, including paid sick time, do not count as a violation of the punctuality and attendance policy.

Except as otherwise provided by law, if you fail to report for work without any notification to your supervisor and your absence continues for a period of three (3) consecutively scheduled workdays, AMPS will generally consider that you have abandoned your employment and your employment and have voluntarily resigned.

### *E. School Social Activities*

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

### *F. Timekeeping Requirements*

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

Federal and state laws require the School to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties. To ensure compliance with all applicable laws, non-exempt employees must accurately record all hours worked using AMPS' timekeeping system. This means they must clock in and out whenever they

begin, cease, or resume working during the course of a workday. Employees must clock out and in for their meal periods, but are not required to clock out and in for rest periods. Under no circumstances may one employee clock in or out for another employee. Exempt employees may also be expected to record their total time worked and report absences from work due to personal needs or illness.

Employees are absolutely prohibited from doing the following:

a. Recording inaccurate hours worked.
b. Recording hours worked on behalf of another employee.
c. Working “off the clock.” This includes, but is not limited to, working before or after a shift without recording that time, choosing to arrive early for work and completing preliminary work activities before clocking in, clocking out and continuing to work to avoid triggering a meal period requirement, clocking out and continuing to work in general (e.g., finishing work after you have clocked out or working while waiting for a rideshare), or conducting School business on personal cell phones after hours. Employees are prohibited from using their personal cell phones to conduct School business.
d. Failing to record all hours worked.
e. Falsifying any time record.

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

***G. Work Schedules***

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

***H. Meal and Rest Periods***

Any employee who misses a meal or rest period or who experiences a late, short, or interrupted meal The School prioritizes compliance with California’s meal and rest period laws. All non-exempt employees are required to abide by these requirements. Further, all supervisors are responsible for facilitating compliance with these requirements. See Manager/Supervisor Guidelines for Wage and Hour Policies.

**Meal Periods**Meal periods are intended to ensure that employees are given adequate time for rest and nourishment, contributing to their well-being and productivity.

All non-exempt employees must take an uninterrupted unpaid meal period of at least 30 minutes for each work period in excess of 5 hours in accordance with this policy. Further, all non-exempt employees must take a second uninterrupted unpaid meal period of at least 30 minutes for each work period in excess of 10 hours in accordance with this policy.

Employees must begin their first unpaid meal period within five hours of starting work. For example, if the employee begins working at 7:00 a.m., then the employee must clock out to begin their meal period before 12:00 p.m. (noon). Further, employees must begin their second unpaid meal period (if applicable) within ten hours of starting work. For example, if the employee begins working at 7:00 a.m., then the

employee must clock out to begin their second meal period before 5:00 p.m.

An employee whose work period is 5 to 6 hours may waive, in writing, their right to a first meal period. Further, an employee may waive their right to a second meal period for a work period as long as the employee does not work more than 12 hours and did not waive their first meal period for that work period. The School offers written Meal Period Waiver Agreements that govern an employee's entire employment, which are voluntary and may be revoked at any time, to document the employee's waiver of first and second meal periods as well as waivers that may be used for a more limited time period.

Employees are eligible for the following number of meal periods:

| **Length of Work Period in Hours** | **# of Meal Periods** | **Explanation** |
|---|---|---|
| 0 to ≤ 5 | 0 | An employee whose work period is less than 5 hours is not entitled to a meal period. |
| > 5 to ≤10 | 1 | An employee whose work period is 5 hours or more up to and including 10 hours is eligible to take a 30-minute uninterrupted unpaid meal period, *unless the employee's work period is 6 or fewer hours and voluntarily waives their first meal period.* |
| > 10 | 2 | An employee whose work period is 10 hours or more is eligible to take a second uninterrupted unpaid 30-minute meal period, unless the employee's work period is 12 or fewer hours, did not waive their first meal period, and voluntarily waives their second meal period. |

Employees must take their meal periods according to the following schedule:

| **Which Meal Period** | **When** |
|---|---|
| First Meal Period | An employee's first unpaid meal period must begin within 5 hours of starting work for that work period (in other words, by the end of the fifth hour of work or 5 hours and 0 minutes on the clock). By way of example, if an employee clocks in at **8:00 a.m.**, then the employee must clock out and start their meal period before **1:00 p.m.** |
| Second Meal Period | An employee's second unpaid meal period must begin within 10 hours of starting work for that work period (in other words, by the end of the tenth hour of work or 10 hours and 0 minutes on the clock). By way of example, if an employee clocks in at **8:00 a.m.**, then the employee must clock out and start their second meal period before **6:00 p.m.** |

During meal periods, employees are absolutely prohibited from performing work of any kind or any amount. Employees are excused from all duties and are free to leave the premises. Employees must record the exact start and stop times of each meal period through the School's timekeeping system so that the School may monitor time records for compliance. Employees may not join together required meal periods to take a longer break.

**Rest Periods** Rest periods are intended to allow employees to rest and refresh, contributing to a healthy and productive work environment. All non-exempt employees are authorized, permitted, and strongly encouraged to take a 10-minute paid rest period for every 4 hours worked or major fraction thereof. Ordinarily, this amounts to two 10-minute rest periods per 8-hour work period. Employees are excused from all duties and are free to leave the premises during their rest periods.

Employees are eligible for the following number of rest periods:

| Length of Work Period in Hours | # of Rest periods | Explanation |
|---|---|---|
| 0 to < 3.5 | 0 | An employee whose work period is less than 3.5 hours is not entitled to a rest period. |
| ≥ 3.5 to ≤ 6 | 1 | An employee whose work period is 3.5 hours up to and including 6 hours is eligible to take one paid rest period. |
| > 6 to ≤ 10 | 2 | A non-exempt employee whose work period is more than 6 hours up to and including 10 hours is eligible to take two paid rest periods. |
| > 10 to ≤ 14 | 3 | A non-exempt employee whose work period is more than 10 hours up to and including 14 hours is eligible to take three paid rest periods. |

Employees whose work period is more than 14 hours may be eligible for additional rest periods. Please contact Human Resources for more information.

Whenever practicable, non-exempt employees should take their rest periods near the middle of each 4-hour work period. Non-exempt employees may not accumulate rest periods or use rest periods as a basis for starting work late, leaving work early, or extending a meal period. Because rest periods are paid, non-exempt employees should not clock out for them.

**Daily Timekeeping Meal Period and Rest Period Reporting Form** Employees who miss a meal or rest period or who experience a late, short, or interrupted meal period—for any reason—must immediately report this issue to their supervisor and complete a Daily Timekeeping Meal Period and Rest Period Reporting Form. Employees must fill out all fields on the form, including providing a thorough explanation for the non-compliant meal or rest period and turn in this form to their supervisor on the same workday that they experienced the non-compliant meal or rest period. Supervisors are responsible for ensuring that Human Resources receives these forms no later than the end of the workday following the workday on which the reportable issue occurred by notifying Payroll at prsupport@amethodschools.org.

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

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

Supervisors are responsible for facilitating meal and rest periods in a fair and uniform manner. Supervisors may not pressure or coerce employees to take late, short, or interrupted meal and rest periods or to skip their meal and rest periods. Employees who feel pressured or coerced, must immediately report that to Human Resources.

Discipline

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

***I. Lactation Breaks***

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

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

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

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

## STANDARDS OF CONDUCT

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

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

The School expects its employees to maintain appropriate professional relationships with students and be sensitive to the appearance of impropriety in their conduct with students. Employees are encouraged to discuss issues with Human Resources or the Chief Academic Officer when unsure whether particular conduct may constitute a violation of the policy.

Employees must understand that even an appearance of inappropriate relationships or impropriety may adversely impact their effectiveness in the school environment. Therefore, employees must be diligent in maintaining the highest ethical standards when interacting with students both inside and outside the school environment and should practice the utmost professionalism with forming any social relationships with students and families outside the classroom.

While the use of appropriate touching is part of daily life and is important for student development, employees must ensure that they do not exceed appropriate behavior. If a child or employee specifically requests that they not be touched, then that request must be honored

*Definitions*

For the purposes of this policy the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing beyond the boundaries of a student-staff relationship is deemed an abuse of power and a betrayal of public trust.

Grooming is defined as an act or series of acts by a sexual predator to gain physical and/or emotional control by gaining trust (of staff and/or family and a minor) and desensitizing the minor to various forms of touching and other intimate interaction.

*Corporal Punishment*

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

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

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

A. Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil to give up a weapon or dangerous object;

5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

B. Examples of PROHIBITED actions (corporal punishment)

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

*Acceptable and Unacceptable Staff/Student Behavior*

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

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

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

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Violations could subject the employee to discipline up to and including termination, Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities.

*Examples of Specific Behaviors*

The following examples are not an exhaustive list:

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

A. Giving gifts to an individual student that are of a personal and intimate nature (including but not limited to giving photographs to a student; or items such as money, food, outings, electronics, etc.)
B. Kissing of any kind.
C. Any type of sexual contact
D. Massage (Note: massages are prohibited in athletics unless provided by massage therapist or other certified professional in an open public location. Coaches may not perform massage or rub-down).
E. Any type of unnecessary physical contact with a student in a private situation or in an

unobserved location.
F. Full frontal or rear hugs and lengthy embraces
G. Touching buttocks, thighs, chest, stomach or genital area
H. Sitting students on one's lap
I. Wrestling with students or other staff member except in the context of a formal wrestling program
J. Tickling or piggyback rides
K. Intentionally being alone with a student away from the school
L. Making or participating in sexually inappropriate comments
M. Sexual jokes or jokes/comments with sexual double entendre
N. Seeking emotional involvement with a student for your benefit
O. Listening to or telling stories that are sexually oriented
P. Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding
Q. Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
R. Furnishing alcohol, tobacco products, vaping products, CBD products, marijuana, controlled substances, or drugs to a student or failing to report knowledge of a student's possession of such
S. "Dating" or "going out with" a student
T. Remarks about the physical attributes or development of anyone. This includes comments such as "Looking fine!" or "Check out that [body part]."
U. Being alone in a room with a student at school with the door closed and/or windows blocked from view
V. Taking photographs or videos of students for personal use or posting such photographs or videos online without School permission
W. Leaving campus alone with a student for lunch
X. Either partially or fully undressing in front of a student or asking a student to undress, with the intent to view/expose private body parts
Y. Sharing a bed, mat, or sleeping bag with a student
Z. Using profanity with or to a student
AA. Being "friends" with a student on any personal or non-School social media website
BB. Sending emails, text messages, social media responses, making phone calls, or sending notes or letters to students if the content is not about school activities. Communication via private social media accounts is not acceptable.
CC. Communicating with students or parents/guardians in violation of the School's Social Media Policy
DD. Excessive attention toward a particular student.
EE. Being alone with a student in an unobserved location where no other students or employees are nearby (this may or may not be a separate room).
FF. Involving students in non-educational or non-school related issues, including, but not limited to, the employee's employment issues

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

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

A. Giving students a ride to/from school or school activities.
B. Allowing students in your home for a preplanned and pre-communicated educational activity that must include the presence of another educator, parent, or other responsible adult.

*Acceptable and Recommended Staff/Student Behaviors*

A. Getting parents' written consent for any after-school activity.
B. Obtaining formal written pre-approval from the School and parents/guardians to take students off school property for activities such as field trips or competitions including parent's written permission and waiver form for any sponsored after-school activity whether on or off campus.
C. Emails, text, phone and messages or letters to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology and in alignment with the School's Social Media Policy).
D. Keeping the door wide open when alone with a student.
E. Keeping reasonable and appropriate space between you and your students.
F. Stopping and correcting students if they cross your own personal boundaries including, but not limited to, touching your legs, or buttocks, frontal hugs, kissing, or caressing.
G. Keeping parents and administration informed when a significant issue develops about a student such as a change in demeanor or uncharacteristic behavior.
H. Keeping after-class discussions with a student professional and brief.
I. Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
J. Asking another staff member to be present if you will be alone with any type of special needs student.
K. Giving students praise and recognition without touching them.
L. Pats on the back, high fives and handshakes are acceptable.
M. Keeping your professional conduct a high priority.

*Boundaries Monitoring and Reporting*

Employees should follow the following guidelines:

- Immediately asking for advice from senior staff or administration if you find yourself in a difficult situation related to boundaries
- Involving your supervisor in discussion about boundaries situations that have the potential to become more severe (including but not limited to: grooming or other red flag behaviors observed in colleagues, written material that is disturbing, or a student's fixation on an adult)
- Making detailed notes about an incident that in your best judgement could evolve into a more serious situation later
- Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student after regular school hours
- Asking yourself if any of your actions, which are contrary to these provisions, are worth sacrificing your job and career

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

When observant employees call attention to boundaries violation(s), the likelihood of harm to students is greatly reduced.

*Investigating*

AMPS will promptly investigate any allegation of a violation of the Staff/Student Interaction Policy by a staff member, using such support staff or outside assistance as AMPS deems necessary and appropriate under the circumstances, unless the allegation also constitutes a reportable allegation under California Penal Code section 11166. In the event the allegation also constitutes such a reportable allegation, AMPS

shall comply with the legal requirements of immediately reporting the allegation to a child protective agency and shall follow up such report with a written report within thirty-six (36) hours.

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

*Violations*

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

*Child Abuse & Neglect Reporting*

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

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

Reasonable suspicion means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on the person's training and experience, to suspect child abuse or neglect. It does not require certainty that child abuse or neglect has occurred nor does it require a specific medical indication of child abuse or neglect.

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

AMPS will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to

six (6) months confinement in a county jail, or by a fine of one-thousand dollars ($1,000), or by both that imprisonment and fine.

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

By acknowledging receipt of this Handbook, employees acknowledge they are child care custodians and are certifying that they have knowledge of California Penal Code section 11166 and will comply with its provisions. Failure to meet these obligations can result in a monetary fine and/or jail.

***B. Confidential Information***

All information relating to students, including personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. This policy encompasses any and all identifying or confidential information of all former and current students which is protected under the Family Educational Rights and Privacy Act.

It is important to AMPS to protect and preserve its trade secrets and confidential information. Confidential information includes, but is not limited to, parent and student lists, lesson plans, techniques and concepts, marketing plans, strategies, forecasts, bid plans, bid strategies, bid information, contract prices, new products, software, computer programs, writings, and all know- how and show-how whether or not protected by patent, copyright, or trade secret law. Personal, private information about other employees and personnel matters are also confidential if learned as a part of the employee's job performance.

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

During your employment with AMPS, you will not be permitted nor required to breach any obligation to keep in confidence proprietary information, knowledge, or data acquired during your former employment. You must not disclose to the School any confidential or proprietary information or material belonging to former employers or others.

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

Nothing in this section is intended to prohibit or restrict employees from exercising their rights under the NLRA, which includes discussing their wages and working conditions.

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

***C. Rules of Conduct***

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

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

1. *Insubordination* - refusing to perform a task or duty assigned or act in accordance with legitimate instructions and / or policies provided by an employee's supervisor, AMPS' policies, or proper authority.
2. *Inefficiency* - including deliberate restriction of output, carelessness or unnecessary waste of time or material, neglect of job, duties or responsibilities.
3. *Unauthorized soliciting*: collecting of contributions, distribution of literature, or written or printed material that is not directly related to AMPS is strictly prohibited in work areas during work times (see Solicitation and Distribution Policy, below) by both non- employees and by employees. However, nothing in this provision is intended to limit the rights of employees to organize, or otherwise engage in conduct expressly permitted under the NLRA
4. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of AMPS property.
5. Fighting or instigating a fight on AMPS premises.
6. Violations of the drug and alcohol policy.
7. Using or possessing firearms, weapons or explosives of any kind on AMPS premises.
8. Gambling on AMPS premises.
9. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, applications for employment, payroll information, timesheets, and time cards.
10. Recording the timesheets of another employee or permitting or arranging for another employee to record your timesheet.
11. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
12. Excessive unexcused absenteeism or tardiness.
13. Posting any notices on AMPS premises without prior written approval of management, unless posting is on an AMPS bulletin board designated for such employee postings.
14. Engaging in sabotage or espionage (industrial or otherwise)
15. Violations of the discrimination, harassment and retaliation prevention policy.
16. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
17. Sleeping during work hours.
18. Release of confidential information without authorization.
19. Refusal to speak to supervisors or other employees.
20. Use of cameras or other recording devices on School premises except as expressly authorized by the School.
21. Intentionally supplying false information in order to obtain a leave of absence or other benefits from AMPS.
22. Poor attendance, including, but not limited to, habitual unexcused tardiness and/or absenteeism, leaving early without permission, absence from work without permission, and abuse of time during work hours, to the extent permitted by law.
23. Unsatisfactory work performance.
24. Unprofessional conduct.
25. Failure to possess or maintain the credential/certificate required of the position.
26. Dishonesty.

27. Any other conduct detrimental to other employees or the School's interests or its efficient operations.

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

***D. Employment References***

All requests for references must be directed to Human Resources. No other manager, supervisor, or employee is authorized to release references for current or former employees. AMPS' policy as to references for employees who have left AMPS is to disclose only the dates of employment and the title of the last position held, except as otherwise required by law.

## OPERATIONAL CONSIDERATIONS

### *A. Computer Usage and Privacy*

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

*Definitions*

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

*Ownership and Conditions of Use*

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

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

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

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

*Confidentiality and Privileges*

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

*Prohibited Use*

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

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

*Access and Disclosure*

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

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

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

should be routinely deleted when no longer needed. AMPS is not responsible for costs incurred when employees use School telephones or e-mail systems for personal matters.

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

Employees should use voice mail and e-mail as cautiously as they would use any more permanent communication medium such as a memorandum or letter. E- mail messages:

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

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

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

Nothing in this section is intended to prohibit or restrict employees from exercising their rights under the NLRA, which includes discussing their wages and working conditions.

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

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

*Discipline for Violations of Policy*

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

*Policy May Be Amended at Any Time*

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

***B. Social Media Policy***

In light of the explosive growth and popularity of social media technology in today's society, AMPS has developed the following policy to establish rules and guidelines regarding the appropriate use of social

media by employees. This policy applies to situations when you: (1) make a post to a social media platform that is related to AMPS; (2) engage in social media activities during working hours; (3) use School equipment or resources while engaging in social media activities; (4) use your School e-mail address to make a post to a social media platform; (5) post in a manner that reveals your affiliation with AMPS; (6) interact with School students or parents/guardians of School students (regarding School-related business) on the Internet and on social media sites; or (7) create or use a School-affiliated social media account.

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

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

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

*Standards of Conduct*

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

1. Comply with the law at all times. Do not post any information or engage in any social media activity that may violate applicable local, state, or federal laws or regulations.
2. Do not engage in any discriminatory, harassing, or retaliatory behavior in violation of School policy.
3. Respect copyright, fair use, and financial disclosure rules and regulations. Identify all copyrighted or borrowed material with proper citations and/or links.
4. Maintain the confidentiality of AMPS’ trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications. This prohibition applies both during and after your employment with AMPS.
5. Do not post confidential information (as defined in this Handbook) about AMPS, its employees, or its students. Remember that most student information is protected by the Family Educational Rights and Privacy Act, including any and all information that might identify the student. Publicizing student work and accomplishments is permitted only if appropriate consents are obtained.
6. Do not “friend” students on employee’s social media accounts unless there is a familial relationship. An employee who friends students on employee’s social media account without a familial relationship must notify the CEO.
7. While it is acceptable to engage in limited and incidental social media activities at work, such social media activities may not interfere with your job duties or responsibilities. Do not use your School-authorized e-mail address to register on social media websites, blogs, or other online tools utilized for personal use.
8. Be knowledgeable about and comply with AMPS’ background check procedures. Do not “research” job candidates on the Internet or social media websites without prior approval from Human Resources.

9. We encourage employees to be fair and courteous to fellow employees, students, parents, vendors, suppliers, or other people who work on behalf of AMPS. We also encourage employees to avoid posting statements, photographs, video, or audio that could be reasonably viewed as malicious, obscene, threatening, or intimidating, that disparage employees, students, parents, vendors, suppliers, or other people who work on behalf of AMPS, or that might constitute harassment or bullying.
10. We encourage employees to set their social media accounts to “private” settings to avoid students viewing private or personal social media activity.
11. Do not post any information or rumors that you know to be false about AMPS, fellow employees, students, parents, vendors, suppliers, people working on behalf of AMPS, or competitors.
12. Express only your personal opinions. Never represent yourself as a spokesperson for AMPS unless authorized to do so. If you publish social media content that may be related to your work or subjects associated with AMPS, make it clear that you are not speaking on behalf of AMPS and that your views do not represent those of AMPS, fellow employees, students, parents, vendors, suppliers, or other people working on behalf of AMPS. It is best to use a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of AMPS.”
13. Never be false or misleading with respect to your professional credentials.

*Creating and Using School Social Media*

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

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

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

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

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

Nothing in this policy is intended to prohibit you from discussing the terms and conditions of employment with your co-workers or engaging in concerted activities pursuant to the NLRA and other applicable laws.

*Access*

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

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

*Discipline*

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

*Retaliation Is Prohibited*

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

*Questions*

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

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

### *C. Personal Business*

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

### *D. News Media Contacts*

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

### *E. Notice Posting*

AMPS notices and notices required by law will be regularly posted on our bulletin board(s) or designated area(s). Employees should make it a practice to review them frequently so that they can keep current

regarding news about AMPS. Employees may not post or remove items on the bulletin board(s) or designated area(s) without approval by their supervisor. The same restrictions apply to bulletin boards located in employee break areas. Employees who wish to post on the bulletin board should obtain approval from their supervisor.

***F. Conflict of Interest***

While employed by AMPS, all employees owe a duty of loyalty to AMPS and must avoid situations involving an actual or potential conflict of interest. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of AMPS' business dealings. For purposes of this policy, "relatives" are defined to include spouses, registered domestic partners, children, siblings, parents, in-laws, and step-relatives. Instances where an actual or potential conflict of interest may arise include, but are not limited to, the acceptance of gifts, engaging in outside activities, and personal and familial relationships.

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

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

*Personal and Familial Relationships With Co-Workers*

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

*Gifts*

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

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

*Outside Activities*

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

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

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

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

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

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

For purposes of workplace safety and security and to prevent theft and other misconduct AMPS has installed video surveillance cameras in and around common work areas and public spaces. The surveillance does not include audio recording.

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

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

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

AMPS respects the privacy of its employees. Accordingly, surveillance is not conducted in any area where

an employee has a reasonable expectation of privacy and video cameras will be installed in AMPS' restrooms or in any lactation or changing areas.

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

***H. Employer Property***

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

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

***I. Employee Property***

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

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

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

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

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

1. Excessively tight clothing, including leggings and tights without proper coverage;
2. Clothing which promotes alcoholic beverages, tobacco, or the use of controlled substances by words or symbols;
3. Clothing with slurs, political statements, slogans, etc., other than AMPS' logo and or School motto (employees are not permitted to wear hats or clothing with writing or logos (other than clothing manufacturer and designer logos) unless issued by the School);
4. Shorts, skirts, or dresses that end more than 2 inches above the knee;
5. Exposed body areas usually concealed by clothing such as torso, chest, back, stomach, etc.;
6. Bright colored hair dye (unless as excused for school spirit functions or discussed with Site leaders);
7. Clothing which contains profanity, nudity, depicts violence, or is sexual in nature by words or symbols;
8. Open toed shoes, sandals, or flip flops;
9. Tube tops, tank tops, crop tops or spaghetti strap tops;
10. Undergarments worn as an outer garment or any see-through clothing that reveals an undergarment;
11. Hats, visors, sunglasses, sweatbands, and bandanas (may be worn outside but must be removed when inside the workplace);
12. Jeans (except as described in Friday Business Casual Dress Policy below).

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

*Piercings and Tattoos*

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

*Friday Casual Dress Policy*

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

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

***N. Parking***

Employees may park their vehicles in any AMPS marked space, if space permits. If space is unavailable, employees must park in permissible public areas on the streets in the vicinity of AMPS property. AMPS

is not responsible for any loss or damage to employee vehicles or contents while parked on or off of AMPS property.

***O. Solicitation and Distribution of Literature***

In order to maintain and promote efficient operations, discipline, and security, AMPS maintains rules applicable to all employees that govern solicitation, distribution of written material, and entry onto the premises and work areas. All employees are expected to comply with these rules, which will be strictly enforced. Any employee who is in doubt concerning the application of these rules should immediately consult with their supervisor. These rules are:

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

Violations of this policy may result in disciplinary action, up to and including termination. Nothing in this section is intended to prohibit or restrict employees from exercising their rights under the NLRA, which includes discussing their wages and working conditions.

***P. Health and Safety Policy***

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

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

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

Employees shall not be prohibited from accessing their mobile device or other communication device for seeking emergency assistance, assessing the safety of the situation, or communicating with a person to confirm their safety during an emergency condition. An emergency condition means: (i) conditions of disaster or extreme peril to the safety of persons or property at the workplace or worksite caused by natural forces or a criminal act; or (ii) an order to evacuate a workplace, a worksite, a worker's home, or the school of a worker's child due to natural disaster or a criminal act.

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

In compliance with California law and to promote the concept of a safe workplace, AMPS maintains an Injury and Illness Prevention Program (IIPP). The IIPP is available for review by employees and/or employee representatives. Contact Human Resources if you wish to review the IIPP or if you have any questions concerning this policy.

***Q. Communicable Diseases***

Introduction

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

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

General Guidelines

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

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

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

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

Communicable Illness Defined

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

Reporting Procedure

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

Work Restrictions

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

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

Duty to Maintain Privacy

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

***R. Drug and Alcohol Abuse Policy***

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

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

Nothing in this policy is intended to prohibit the lawful use of marijuana while off-duty and away from the workplace. AMPS will not discriminate against any employee in the terms or conditions of employment for the lawful use of marijuana while off-duty and away from the workplace.

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

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

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

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

*Searches*

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

*Testing*

To the extent permitted by law, AMPS may require a test by intoxilator, blood test, urinalysis, medical examination, or other drug/alcohol screening of those persons whom AMPS reasonably suspects of using, possessing, or being under the influence of a drug or alcohol. Such testing may be conducted if two or more employees or other adults observe an employee acting in such a manner to raise suspicion that the employee is under the influence of an illegal drug or alcohol or is acting in such manner that they may harm themselves or another employee or student while on duty. Such testing will not include screening for nonpsychoactive cannabis metabolites.

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

results are accurate.

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

*Violations*

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

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

Because the use, sale, purchase, possession, or furnishing of an illegally obtained substance is a violation of the law, School may report such illegal drug activities to an appropriate law enforcement agency. In addition, employees have an obligation to notify the School of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after the conviction. Failure to do so may result in discipline, up to and including termination.

***S. Smoking***

AMPS sites are all non-smoking facilities. Smoking is prohibited on AMPS property and campuses. This includes, but is not limited to, nicotine and non-nicotine cigarettes including herbal cigarettes and marijuana, cigars, pipes as well as e-cigarettes and vaping. Employees who wish to smoke must limit their smoking to products that will not impair or impact their work performance during meal and rest periods off premises.

***T. Security Protocols***

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

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

***U. Safety and Incident Reporting***

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

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

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

***V. Driving on AMPS Business***

Employees who are required to drive their own vehicle on approved School business will be required to show proof of a current, valid driver's license and proof of effective auto liability insurance coverage. To the extent permitted by law, AMPS retains the right to transfer to an alternative position, suspend, or terminate such employees whose license is revoked or who fails to maintain personal automobile insurance coverage. Employees whose job duties include driving must follow all traffic laws at all times and practice safe driving.

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

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

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

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

## EMPLOYEE LEAVES AND BENEFITS

### *A. Holidays*

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

The following days are observed as paid holidays by AMPS:

1. New Year's Day
2. Martin Luther King Jr. Day
3. President's Day
4. Friday of Spring Break Week
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Indigenous Peoples' Day
10. Veteran's Day
11. Thanksgiving Day
12. Friday after Thanksgiving
13. Christmas Eve
14. Christmas Day
15. New Year's Eve

To be eligible for holiday pay, an employee must be a non-exempt employee who works on average at least thirty (30) hours per workweek, and who would normally be scheduled to work on the day on which the holiday falls. Holiday pay will be based on each employee's work schedule; in other words, an employee who normally works 4 hours per day will receive 4 hours of holiday pay, and an employee who works 8 hours per day will receive 8 hours of holiday pay. Holiday hours do not count as hours worked for purposes of calculating overtime.

The School reserves the right to change this policy at any time, with or without notice.

### *B. Vacation Policy*

**10-month/10.5 month Employees:**

- Do not accrue vacation hours.

**11-month Employees (Expanded Learning Coordinator only):**

- Who have scheduled work days during the Thanksgiving/Winter/Spring/Summer breaks, such as ELOP days during such breaks, **accrue vacation hours at 3.33 hours per pay period up to 73.26 hours of vacation time per year .** Vacation accrues on an as-worked basis. Therefore, employees who only work 11 months will only accrue during those 11 months. Vacation will not accrue during any unpaid leave of absence, inactive time, unpaid time, or non-working time or during any period when the employee's vacation time was at the maximum cap. Vacation time can accrue up to a maximum cap of 1.5 times the annual accrual maximum, which is 109.89 hours of vacation time. Once the 109.89 hour cap is reached, employees will cease to accrue further vacation time until the employee's accrued vacation time falls below that cap. When vacation time

falls below the cap of 109.89 hours, then vacation will begin to accrue again. No vacation time will be earned for the period in which the employee's vacation time was at the maximum. ~~Vacation accrues on an as-worked basis. Vacation will not accrue during any unpaid leave of absence, inactive time, unpaid time, or non-working time or during any period when the employee's vacation time was at the maximum cap.~~

- Who are not scheduled to work according to the work calendar during Thanksgiving/Winter/Spring/Summer breaks, **do not accrue vacation hours**.

**12-month Employees:**

Some twelve (12) month employees accrue vacation according to position as follows:

- **Site Leaders (Principals and Deans):** Do not accrue vacation. They will have two (2) weeks of paid AMPS non-workdays in July.
- **School Site and Home Office regular full-time staff** (as defined in this Handbook): Begin to earn and accrue vacation starting on the first day of employment at a rate of **3.33 hours per pay period up to 80 hours of vacation time per year**. Vacation time can accrue up to a maximum cap of 1.5 times the annual accrual maximum, which is 120 hours of vacation time. Once the 120 hour cap is reached, employees will cease to accrue further vacation time until the employee's accrued vacation time falls below that cap. When vacation time falls below the cap of 120 hours, then vacation will begin to accrue again. No vacation time will be earned for the period in which the employee's vacation time was at the maximum. Vacation accrues on an as-worked basis. Vacation will not accrue during any unpaid leave of absence, inactive time, unpaid time, or non-working time or during any period when the employee's vacation time was at the maximum cap.

All employees must have supervisory approval before taking vacation, by submitting a request through Paylocity at least two weeks prior to the date(s) requested. Failure to submit this request at least two weeks in advance may result in denial of the request. Vacations shall be scheduled in such a way as to provide adequate coverage of job responsibilities and staffing requirements. Although AMPS will attempt to accommodate vacation requests to the greatest extent possible, there is no guarantee that any given vacation request will be granted, and AMPS reserves the right to deny a vacation request based on operational needs of AMPS. AMPS reserves the right to schedule vacation time for employees or to compensate employees for accrued, unused vacation time at any time in its sole discretion. If a holiday occurs during your vacation period, you will receive holiday compensation for that day.

For both exempt and non-exempt employees, vacation time may be taken in minimum increments of one hour. If an exempt employee absents themself from work for part or all of a workday, they will be required to use accrued vacation to make up for the absence.

Employees who terminate their employment for any reason will be paid for any accrued but unused vacation time in accordance with this policy. Vacation time is paid at the employee's final rate of pay at the time of the employee's separation.

**Mandatory Cash-Out Policy**

To ensure continued accrual eligibility and to prevent loss of vacation accrual opportunities, AMPS will automatically and mandatorily cash out the equivalent of one week (40 hours) of accrued and unused vacation time when an eligible employee reaches the maximum cap. The cash-out will be paid at the employee's current straight rate of pay and will be included in the employee's regular paycheck or the next administratively feasible payroll cycle. The employee's vacation balance will be reduced by the number of hours paid out, allowing the employee to resume accruing vacation time, subject to the same accrual cap.

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By way of example, a 12-month Home Office regular full-time staff member would be paid out one week's vacation upon accruing the maximum cap of 120 hours of vacation, at which point the balance would be reduced to 80 hours, and they would resume accruing~~accursing~~ vacation.

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This cash-out is mandatory and automatic. Employees may not defer or decline the payout.

As with all of its policies and procedures, AMPS reserves the right to modify, alter, or otherwise amend this policy at its sole and absolute discretion to the extent allowed by law.

***C. Paid Sick Leave***

Paid sick leave is available to all School employees who work for the School for more than thirty (30) days within a year in California and/or who work at least two (2) hours within a week within the City of Oakland. AMPS employees will accrue hours per pay period worked as described below.

Sick time may be used in one (1) hour increments. Accrued sick leave carries over from year to year, subject to the maximum accrual outlined below. Sick leave is subject to an accrual cap of 160 hours. Once this cap is reached, no further sick leave will accrue until some is used. When sick leave is used, sick leave will begin to accrue again. There is no retroactive grant of sick leave for the period of time the accrued sick leave was at the cap.

- Full-Time Employees will accrue 4 hours of sick leave per pay period worked beginning on the first day of employment. For example, 10-Month Employees will accrue 80 hours of sick leave, 11-Month employees will accrue 88 hours of sick leave and 12-Month Employees will accrue 96 hours of sick leave per year with a cap of 160 hours.

- Part-Time Employees will accrue 2 hours of sick leave per pay period worked, beginning on the first day of employment. For Example, 10-Month Part-Time Employees will accrue 40 hours of sick leave, 11-Month Part-Time Employees will accrue 44 hours of sick leave and 12-Month Part-Time Employees will accrue 48 hours of sick leave per year with a cap of 160 hours.

Accrual for non-exempt employees will be calculated based on actual hours worked. Accrual of paid sick leave for eligible exempt employees will be calculated based on a 40-hour workweek or the employee's normal workweek if the employee normally works less than 40 hours. Paid sick leave accrues on an as-worked basis and does not accrue during any non-working time or unpaid leave of absence.

AMPS will not compensate an employee for unused paid sick days upon termination, resignation, retirement, or other separation from employment. However, if an employee separates from AMPS and is rehired by AMPS within one year from the date of separation, any previously accrued and unused paid sick leave shall be reinstated. The employee shall be entitled to use that previously accrued and unused paid sick leave and to accrue additional paid sick leave upon rehiring, subject to this policy. Employees returning to AMPS more than 12 months after separation of employment will be treated as a new employee for purposes of paid sick leave.

Eligible employees may use their accrued paid sick leave to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member.

For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner,

grandparent, grandchild, sibling of the employee, or a designated person. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law. "Designated person" means a person identified by the employee at the time the employee requests paid sick days. Only one individual may be a "designated person" per 12-month period.

Employees may also use their paid sick leave to take time off from work for reasons related to being a victim of certain crimes, including a Qualifying Act of Violence (as defined by applicable law), and for any other reason permitted by law. Sick leave will be paid at the regular rate of pay for nonexempt employees.

Employees who wish to use paid sick leave can do so upon a verbal or written request. When possible, employees must give reasonable advance notification of an absence from work for which paid sick leave will be used. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable. When an employee is out due to illness for three (3) or more workdays, a doctor's note certifying the need for the absence and the employee's fitness to return to duty may be required. employees out on sick leave for more than five (5) consecutive work days may be requested to discuss leave of absence options with Human Resources.

Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave depending upon the facts and circumstances of the employee's basis for leave beyond accrued sick leave. Employee requests for unpaid medical leave must be approved by AMPS.

AMPS will not retaliate or discriminate against an employee for using accrued sick leave, attempting to exercise the right to use accrued sick leave, or cooperating in an investigation of an alleged violation of this policy.

Certain counties in California have other paid sick leave ordinances or requirements that may apply to you. Contact Human Resources for more information regarding a local paid sick leave ordinance that may apply to you.

***D. Unpaid Leave of Absence (Medical)***

On occasion, an employee may need a medical leave of absence that extends beyond limits under applicable state or federal mandatory leave laws. In addition, there may be circumstances when an employee needs a medical leave allowed under disability laws, but is not eligible to receive them. In these situations, a medical leave of absence without pay may be granted to accommodate employees with qualifying disabilities based upon a health care provider's written certification of a qualifying disability, unless such leave would cause an undue hardship to AMPS. Such disability leaves will be considered on a case-by-case basis, consistent with AMPS's obligations under federal and state disability laws. Employees should request any leave in writing as far in advance as possible. Approved absences of less than two weeks are not treated as medical leaves of absences but rather as excused absences without pay.

Employees will be required to use any accrued vacation and paid sick leave during any unpaid portion of this leave. Benefit accrual, such as vacation, sick leave, and holiday benefits, will be suspended during an unpaid medical leave period and will resume upon return to active employment. Unless otherwise required by law, AMPS does not continue to pay premiums for health insurance coverage for employees on unpaid medical leave. However, if eligible, you may self-pay the premiums under the provisions of COBRA.

A medical leave begins on the first day your doctor certifies that you are unable to work. AMPS will require

medical documentation from your healthcare provider showing the date you became disabled and the anticipated date you will be able to return to work. An employee returning from a medical disability leave must generally present a doctor's certificate declaring fitness to return to work.

Upon return from medical leave, you will be offered the same position you held at the time your leave began, if available and/or as required by law. If your former position is not available, a comparable position will be offered. If neither the same nor a comparable position is available, your return to work will depend on job openings existing at the time of your scheduled return. AMPS will comply with any applicable reinstatement obligations under state or federal law.

Disability leaves under this section are unpaid. Employees on leave due to a medical condition or disability may be eligible to receive state disability compensation through State Disability Insurance (SDI) or Paid Family Leave (PFL). In both instances, employees must directly contact the California Employment Development Department (EDD).

***E. Discretionary Unpaid Leave of Absence (Non-Medical)***

AMPS may grant a discretionary leave of absence to employees in certain unusual circumstances when requested by the employee. There is no guaranteed right to take a discretionary unpaid leave of absence and if such a leave is granted, there is not guaranteed right to reinstatement.

It is important to request any leave in writing as far in advance as possible, to keep in touch with your supervisor and Human Resources during your leave, and to give prompt notice if there is any change in your return date. If your leave expires and you have not contacted your supervisor and Human Resources, AMPS will assume that you do not plan to return and that you have voluntarily terminated your employment. Employees do not continue to accrue vacation, PSL, or holiday benefits while they are on unpaid discretionary leaves of absence.

Employees will be required to use any accrued vacation before taking an unpaid discretionary leave of absence. Unless otherwise required by law, AMPS does not continue to pay premiums for health insurance coverage for employees on discretionary unpaid leaves of absence. However, if eligible, you may self-pay the premiums under the provisions of COBRA.

***F. Reproductive Rights, Leave, and Accommodations Policy – California (For School Employees)***

Amethod is committed to supporting the health, safety, and well-being of all employees, including their reproductive health choices. In accordance with California law—including the Fair Employment and Housing Act (FEHA), the California Family Rights Act (CFRA), Pregnancy Disability Leave (PDL) law, and Education Code requirements—Amethod provides protections and accommodations related to reproductive health, pregnancy, childbirth, and related conditions.

This policy applies to all employees, including credentialed teachers, classified staff, administrators, substitutes, and part-time employees.

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*Reproductive Health Privacy and Non-Discrimination*

All employees have the right to make personal decisions regarding reproductive health care, including but not limited to:

- Contraception

- Fertility treatments
- Abortion and post-abortion care
- Miscarriage and related conditions
- Family planning

Discrimination, retaliation, or harassment based on an employee's reproductive health decisions or status is strictly prohibited.

Eligible employees who suffer a reproductive loss may take up to five days of unpaid leave. To be eligible, an employee must have worked for the School for at least 30 days before the start of the leave. The employee need not take the five days consecutively, but the leave must be completed within three months after the reproductive loss event unless the employee is already on or chooses to go on any other leave provided under federal or state law either before or immediately after the reproductive loss event.

For purposes of this policy, a reproductive loss event is defined as:

• Failed adoption, which applies to an employee who would have been a parent of the adoptee;

• Failed surrogacy, including failed embryo transfer to the surrogate, which applies to an employee who would have been a parent of a child born;

• Miscarriage by an employee, by the employee's current spouse or domestic partner, or by another individual if the employee would have been a parent of a child born;

• Stillbirth resulting from an employee's pregnancy, the pregnancy of an employee's current spouse or domestic partner, or another individual, if the employee would have been a parent of a child born; and

• Unsuccessful assisted reproduction through artificial insemination or an embryo transfer, including gamete and embryo donation, which applies to an employee, the employee's current spouse or domestic partner, or another individual, if the employee would have been a parent of a child born.

If a reproductive loss event spans multiple days, it is considered to have occurred on the final day on which some part of the event took place. Employees may request leave for multiple reproductive loss events in a single year up to a maximum of 20 days of leave within a 12-month period. Employees may choose to use vacation or sick leave in conjunction with this leave.

The School will not retaliate against an employee for exercising the employee's right to leave under this Policy.

***G. Family and Medical Leave Act (FMLA) & California Family Rights Act (CFRA)***

This policy explains how the School complies with the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), both of which require the School to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA/CFRA leave in any twelve (12) month period for the purposes enumerated below.

*Employee Eligibility Criteria*

To be eligible for FMLA/CFRA leave, the employee must have been employed by the School for a total of at least twelve (12) months (not necessarily consecutive) over the preceding seven years,[1] worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the leave, and work at a location where the School has at least fifty (50) employees within seventy-five (75)

[1] Unless the break in service was occasioned by the employee taking leave pursuant to USERRA.

miles, (the last requirement does not apply for purposes of CFRA where the School must only have at least five (5) employees but the employee must be employed within the State of California).

*Events That May Entitle an Employee To FMLA/CFRA Leave*

The twelve (12) week (or twenty-six (26) workweeks where indicated) FMLA/CFRA allowance includes any time taken (with or without pay) for any of the following reasons:

1. To care for the employee's newborn child (and the birth of a child under FMLA only) or a child placed with the employee for adoption or foster care (i.e., baby bonding). Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they each will be entitled to a separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.
2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of their job (For FMLA leave only, a serious health condition also includes a disability caused by pregnancy, childbirth, or related medical conditions, which runs concurrently with the School's separate pregnancy disability leave policy).
    a. A "serious health condition" is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
    b. "Inpatient care" means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
    c. "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
    d. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.
3. To care for a spouse, child, or parent[2] with a serious health condition. A qualifying family member also includes a registered domestic partner, parent-in-law, grandparent, grandchild, sibling, or designated person for CFRA purposes. "Designated person" refers to any individual related by blood or whose association with the employee is the equivalent to a family relationship (only one individual may be a "designated person" per 12-month period).
4. (FMLA Only) When an employee is providing care to a spouse, child, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) month period to provide said care. CFRA does not provide leave specific to caring for a service member.
5. For any "qualifying exigency" because the employee is the spouse, child, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces. For CFRA purposes, this may also include a registered domestic partner.

[2] For purposes of FMLA only, the term "parent" does not extend to parents-in-law. Further, for purposes of FMLA only, a child does not refer to a child who is over 18 years of age (unless they are incapable of self-care because of a medical or physical disability) nor does it include the child of a registered domestic partner unless the employee stands in loco parentis to the child.

*Amount of FMLA/CFRA Leave Which May Be Taken*

FMLA/CFRA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. “Twelve workweeks” means the equivalent of twelve (12) of the employee’s normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, “twelve workweeks” means sixty (60) working and/or paid eight (8) hour days.

In addition to the twelve (12) workweeks of FMLA/CFRA leave that may be taken, an employee who is the spouse, child, parent, or next of kin of a covered Armed Forces service member may also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.

The “twelve month period” in which twelve (12) weeks of FMLA and CFRA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA/CFRA leave.

If a holiday falls within a week taken as FMLA/CFRA leave, the week is nevertheless counted as a week of FMLA/CFRA leave. If, however, the School’s business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School’s activities have ceased do not count against the employee’s FMLA or CFRA leave entitlement. Similarly, if an employee uses FMLA/CFRA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee’s leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

*Pay during FMLA/CFRA Leave*

An employee on FMLA/CFRA leave because of their own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA/CFRA leave (such as California’s State Disability Insurance plan or Paid Family Leave program) or workers’ compensation insurance plan), the School and the employee may agree to have School-provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.

An employee on FMLA/CFRA leave in connection with the birth (including baby bonding), adoption or foster care of a child, or to care for a qualifying family member with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave.

If an employee has exhausted their sick leave, leave taken under FMLA/CFRA shall be unpaid leave.

The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA or CFRA leave.

You will be required to use any accrued vacation during unpaid family and medical leave unless you are eligible for and applying for Paid Family Leave benefits provided by the State of California.

*Benefits*

Benefit accrual, such as vacation, paid sick leave, and holiday benefits, will be suspended during the approved leave period and will resume upon return to active employment (except that paid sick leave accrues during any period of unpaid FMLA or CFRA leave only until the end of the month in which unpaid leave began).

The provisions of the School's various employee benefit plans govern continuing eligibility during FMLA/CFRA leave, and these provisions may change from time to time. The health benefits of employees on FMLA/CFRA leave will be paid by the School during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA/CFRA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If an employee is required to pay premiums for any part of their group health coverage, the School will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

AMPS may recover the health benefit costs paid on behalf of an employee during their FMLA/CFRA leave if:

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have "failed to return from leave" if they works less than thirty (30) days after returning from FMLA/CFRA leave; and
2. The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA/CFRA leave, or other circumstances beyond the control of the employee.

In circumstances where an employee is eligible for FMLA/CFRA leave but declines to have the leave designated as such, AMPS will not continue to pay the employer's portion of health insurance premiums during the period of leave, subject to the terms and conditions of the applicable health plan(s). In such cases, the employee may elect to continue health coverage at their own expense through COBRA, if eligible, in accordance with federal and state COBRA laws.

*Seniority*

An employee on FMLA/CFRA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA/CFRA leave will return with the same seniority they had when the leave commenced.

*Medical Certifications*

An employee requesting FMLA/CFRA leave because of their own or a qualifying family member's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by AMPS. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen [15] days of the School's request for certification) may result in delay or denial of the leave request until such certification is provided.

AMPS will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. AMPS may contact the employee's health care provider to authenticate a certification as needed.

If the School has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.

Recertifications are required if leave is sought after expiration of the time estimated by the health care

provider. Failure to submit required recertifications can result in termination of the leave.

*Procedures for Requesting and Scheduling FMLA/CFRA Leave*

An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to Human Resources at hrsupport@amethodschools.org. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA/CFRA leave policy.

Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or their qualifying family member. Failure to provide such notice may be grounds for denial of a leave request, except if the need for FMLA/CFRA leave was an emergency or was otherwise unforeseeable.

Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.

If FMLA/CFRA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's qualifying family member, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.

If FMLA/CFRA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA/CFRA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.

If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which they are qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.

The School will respond to an FMLA/CFRA leave request no later than five (5) business days of receiving the request. If an FMLA/CFRA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

*Return to Work*

Upon timely return at the expiration of the FMLA/CFRA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA/CFRA leave. In certain circumstances under FMLA leave only, "key" employees may not be eligible for reinstatement following a family and medical leave. AMPS will provide written notice to any "key" employee who is not eligible for reinstatement.

When a request for FMLA/CFRA leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).

Before an employee will be permitted to return from FMLA/CFRA leave taken because of their own serious health condition, the employee must obtain a certification from their health care provider that they are able to resume work.

If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee bay be separated from the School, to the extent permitted by law.

If an employee does not return to work on the first workday following the expiration of an approved FMLA/CFRA leave, they will generally be deemed to have resigned from employment.

*Employment during Leave*

No employee, including employees on FMLA/CFRA leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without the School's written permission will be deemed to have resigned from employment at the School.

***H. Pregnancy Disability Leave***

Any employee who is disabled by pregnancy, childbirth, or a related medical condition is eligible for a Pregnancy Disability Leave of Absence. There is no length of service requirement.

For purposes of this policy, you are disabled when, in the opinion of your healthcare provider, you cannot work at all or are unable to perform any one or more of the essential functions of your job or to perform them without undue risk to yourself, the successful completion of your pregnancy, or to other persons as determined by a healthcare provider. This term also applies to certain pregnancy-related conditions, such as severe morning sickness or if you need to take time off for prenatal or postnatal care, bed rest, postpartum depression, and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).

*Reasonable Accommodation for Pregnancy-Related Disabilities*

Any employee who is affected by pregnancy may also be eligible for a temporary transfer or another accommodation. There is no length of service requirement. If you are pregnant or have a related medical condition, and because of pregnancy, and your health care provider has certified that it is medically advisable for you to temporarily transfer or to receive some other accommodation, AMPS will provide a temporary transfer to a less strenuous or hazardous position or duties or other accommodation to an employee affected by pregnancy if:

1. She requests a transfer or other accommodation; and
2. The request is based upon the certification of her health care provider as "medically advisable"; and
3. The transfer or other requested accommodation can be reasonably accommodated pursuant to applicable law.

This alternative position will have equivalent rate of pay and benefits and must better accommodate recurring periods of leave than the employee's regular job.

As part of this accommodation process, no additional position will be created and AMPS will not discharge another employee, transfer another employee with more seniority, or promote or transfer any employee who is not qualified to perform the new job.

*Advance Notice and Medical Certification*

To be approved for a pregnancy disability leave of absence, a temporary transfer or other reasonable accommodation, you must:

1. Provide 30 days' advance notice before the leave of absence, transfer or reasonable accommodation is to begin, if the need is foreseeable;
2. Provide as much notice as is practicable before the leave, transfer or reasonable accommodation when 30 days' notice is not foreseeable; and
3. Provide a signed medical certification from your healthcare provider that states that you are disabled due to pregnancy or that it is medically advisable for you to be temporarily transferred or to receive some other requested accommodation.
4. AMPS may require you to provide a new certification if you request an extension of time for your leave, transfer or other requested accommodation.

*Duration*

AMPS will provide you with a Pregnancy Disability Leave of Absence for the duration of your pregnancy-related disability for up to four (4) months (or 17 1/3 weeks or 693 hours) per pregnancy. This leave may be taken intermittently or on a continuous basis, as certified by your healthcare provider. The four months of leave available to an employee due to her pregnancy related disability is defined as the number of days (and hours) the employee would normally work within four calendar months or 17.33 workweeks.

Any temporary transfer or other reasonable accommodation provided to an employee affected by pregnancy will not reduce the amount of Pregnancy Disability Leave time the employee has available to her unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work.

At the end or depletion of an employee's pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional leave must be determined on a case-by case basis, taking into account a number of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the leave, with or without further reasonable accommodation, and whether or not additional leave would create an undue hardship for the School. The School is not required to provide an indefinite leave of absence as a reasonable accommodation.

*Reinstatement*

If you and AMPS have agreed upon a definite date of return from your leave of absence or transfer, you will be reinstated on that date if you notify AMPS that you are able to return on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, you will be returned to work within two (2) business days, where feasible, after you notify AMPS of your readiness to return.

Before you will be allowed to return to work in your regular job following a leave of absence or transfer, you must provide Human Resources with a certification from your healthcare provider that you can perform safely all of the essential duties of your position, with or without reasonable accommodation. If you do not provide such a release prior to or upon reporting for work, you will be sent home until a release is provided. Any time you are not allowed to work due to not having provided the required release will be unpaid.

You will be returned to the same or a comparable position upon the conclusion of your leave of absence or transfer. If the same position is not available on your scheduled return date, AMPS will provide you with a comparable position on your scheduled return date or within 60 calendar days of that return date. However, you will not be entitled to any greater right to reinstatement than if you had not taken the leave. For example, you would have been laid off regardless of the leave, or you would not have been offered a comparable position, then the employee will not be entitled to reinstatement.

When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above). If the employee can return with limitations, the School will evaluate those limitations, and if possible, will accommodate the employee as required by law. If the accommodation cannot be made, the employee will be medically separated from the School.

Failure to return to work at the conclusion of the leave of absence may result in termination of employment, unless you are taking additional leave provided by law or AMPS policy or AMPS has otherwise approved you to take additional time off.

*Pay During Leave and Integration with Other Benefits*

Pregnancy Disability Leaves of Absence and accommodations that require you to work a reduced work schedule or to take time off from work intermittently are unpaid. You may elect to use accrued sick leave and/or accrued vacation benefits during the unpaid leave of absence, to the extent permitted by law. However, use of paid time off will not extend the available leave of absence time. Vacation and sick leave hours will not accrue during any unpaid portion of the leave of absence, and you will not receive pay for official holidays that are observed during your leave of absence except during those periods when you are substituting vacation or sick leave for unpaid leave.

Employees may apply for California State Disability insurance ("SDI") benefits. SDI forms are available from AMPS or your healthcare provider. Any SDI for which you are eligible will be integrated with accrued vacation, sick leave, or other paid time off benefits so that you do not receive more than 100% of your regular pay.

*Health Benefits*

AMPS will maintain an employee's health insurance benefits during an employee's Pregnancy Disability Leave for a period of up to four months, as defined above, on the same terms as they were provided prior to the leave time. You must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave If you take additional time off following a Pregnancy Disability Leave that qualifies as California Family Rights Act ("CFRA") leave, AMPS will continue your health insurance benefits for up to a maximum of 12 work weeks in a 12-month period.

**EXAMPLE:** You take 17.33 workweeks off due to a pregnancy disability. Assuming you are eligible for FMLA and CFRA leave, your Pregnancy Disability Leave will also be concurrently covered by FMLA and your group health insurance coverage would continue for the entire 17.33 workweek period. If, after your pregnancy disability leave and FMLA Leave, has been completed, you wish to take 12 additional weeks off from work to bond with a new baby under CFRA, the School will continue your health insurance benefits for the 12 workweek period.

AMPS may recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

1. The employee fails to return from leave after the designated leave period expires.
2. The employee's failure to return from leave is for a reason other than the following:
    a. The employee is taking a leave of absence under the CFRA.
    b. There is a continuation, reoccurrence, or onset of a health condition that entitles the employee to pregnancy disability leave.
    c. There is a non-pregnancy related medical condition requiring further leave.
    d. Any other circumstances beyond the control of the employee.

*Seniority*

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, she will return with the same seniority she had when the leave commenced.

### *I. Military and Military Spousal Leave of Absence*

Both state and federal law provide employees with the right to take leave in order to serve in the military. At the federal level, military leave rights are governed by the Uniformed Services Employment and Reemployment Rights Act, commonly referred to as USERRA. This policy discusses military leave under USERRA. Further, if you are a spouse or registered domestic partner of a member of the military, you may be entitled to an unpaid leave during a period of military conflict. For information on military leave, contact Human Resources.

*Eligibility for Military Leave*

AMPS provides unpaid military leaves of absence to employees who serve in the uniformed services as required by USERRA and applicable state laws. The uniformed services include the Army, Navy, Marine Corps, Air Force, Coast Guard, Army National Guard, Air National Guard, Commissioned Corps of the Public Health Service and any other category of persons designated by the President of the United States in time of war or emergency.

Service consists of the performance of any of the following on a voluntary or involuntary basis: active duty, active duty for training, initial active duty, inactive duty training, full-time National Guard duty and absence from work for an examination to determine fitness for such duty. Total military leave time may not exceed five years during employment, except in special circumstances.

*Notice of Military Leave*

When an employee receives orders for any active military duty (including any call to active duty), the employee must advise their manager or Human Resources immediately of the pending absence, unless military necessity requires otherwise or if providing notification would be impossible or unreasonable. In such an event, the employee must advise their manager or Human Resources of the need for military leave as soon as possible after becoming aware of the need for the leave.

Accrued vacation time will be paid during military leave at your request. Employees on military leave may elect to continue their health plan coverage at their own expense for up to 24 months or during the period of service, whichever is shorter.

*Reinstatement from Military Leave*

AMPS will reinstate employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within the timelines noted below, as required by law. For those employees serving less than 180 days in the National Guard, if they left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active duty, and if they left part-time employment, the employee must apply for reemployment within five (5) days of being released from active duty

An employee who was absent from work while fulfilling their covered service obligation under the USERRA or California law shall be credited, upon their return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-

covered service. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

Employees who are absent from work 30 days or less or who are absent to take a fitness exam must report to work at the beginning of the first regularly scheduled work day falling 8 hours or more after the employee returns home. If the employee serves 31 to 180 days, they must apply for reemployment within 14 days after completing service. If the employee has served 181 days or more, they must apply for reemployment within 90 days after completing service.

As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in loss of reemployment rights. Temporary employees who were hired into a temporary position that had no reasonable expectation of continuing indefinitely may not be eligible for reinstatement following military leave and reinstatement may not be required for other employees in some circumstances. Full details regarding reinstatement are available from Human Resources.

In general, an employee returning from military leave will be reemployed in the position and seniority level that the employee would have attained had there been no military leave of absence. If necessary, AMPS will provide training to assist the employee in the transition back to the workforce.

An employee returning from military leave is entitled to any unused, accrued vacation benefits the employee had at the time the military leave began. Upon reinstatement, the employee will accrue vacation benefits at the rate they would have attained if no military leave had been taken. Time spent on military leave counts for purposes of determining “length of service.” However, employees will not accrue vacation or sick leave or receive holiday pay during military leave. USERRA supersedes state laws that limit or condition its rights or benefits; however, it does not displace state laws that provide greater rights. Please contact Human Resources for further details.

Employees in California who serve in the military are entitled to the rights and protections set forth in the California Military and Veteran's Code. Among other things, the Code prohibits discrimination against members of the military or naval services of the state or the United States, and grants members of the National Guard or U.S. Reserve a temporary leave of absence while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises, and special exercises or like activities. This leave is not to exceed 17 calendar days annually.

*Family Military Leave California*

Employees who work more than twenty (20) hours per week and who are the spouses/registered domestic partners of certain military personnel may receive up to ten (10) days of unpaid leave during a qualified leave period. For purposes of this policy, a "qualified leave period" means the period during which the individual is on leave from deployment during a period of military conflict. An employee is eligible for leave under this policy if he or she:

1. Is the spouse/ registered domestic partner of a person who: (a) is a member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, or (b) is a member of the National Guard or of the Reserves who has been deployed during a period of military conflict;
2. Provides notice of their intention to take leave within two business days of receiving notice that their spouse will be on leave from deployment; and
3. Submits written documentation certifying that their spouse will be on leave from deployment during the time the leave is requested.
4. Military conflict means either a period of war declared by the United States Congress, or a period of deployment for which a member of a reserve component is ordered to active duty either by the Governor or the President of the United States.

5. Leave taken under this policy will not affect an employee's right to any other benefits. AMPS will not discriminate against, or tolerate discrimination against, any employee who requests and/or takes leave under this policy. For more information, please contact your supervisor or the Human Resources Department.

Non-exempt employees must use accrued vacation time in order to receive compensation for this time off. If no vacation time is available, the employee may take this time off without pay. An exempt employee is required to charge any absence of four or more hours under this policy to their vacation bank, if any. Exempt employees will receive their regular pay only if required by applicable law. Employees who need time off to participate in a qualifying event resulting from a family member's deployment to a foreign country may be eligible for Paid Family Leave benefits.

***J. Jury Duty/Witness Duty***

All employees who receive a notice of jury/witness duty must notify their supervisor as soon as possible so that arrangements may be made to cover the absence. In addition, employees must provide a copy of the official jury/witness duty notice to their supervisor. Employees must report for work whenever the court schedule permits. Either AMPS or the employee may request an excuse from jury/witness duty if, in AMPS' judgment, the employee's absence would create serious operational difficulties.

Non-exempt employees who are called for jury/witness duty will be provided time off without pay. Exempt employees will receive their regular salary unless they do not work any hours during the course of a workweek. Employees may elect to use any accrued vacation during jury/witness duty leave.

In the event that the employee must serve as a witness within the course and scope of their employment with AMPS, AMPS will provide time off with pay.

***K. Time-Off for Voting***

AMPS encourages its employees to fulfill their civic responsibilities by participating in elections. Because polls are open from 7:00 a.m. until 8:00 p.m., employees generally are able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their non-working hours and have not requested an absentee ballot, then AMPS will grant up to two hours of paid time off to vote.

Employees must request time off to vote from their supervisor at least two (2) working days prior to the election day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

Employees must submit a voter's receipt on the first working day following the election to qualify for paid time off.

Nothing in this policy requires the employee to bring their mail (absentee) ballot to work, including mailing such absentee ballot from work.

***L. Emergency Duty/Training Leave***

In California, no employee shall receive discipline for taking time off to perform emergency duty/training as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. If you are participating in this kind of emergency duty/training, please alert your supervisor so that they may be aware of the fact that you may have to take unpaid time off for emergency duty/training. In the event that you need to take time off for emergency duty/training, please alert your supervisor before doing so whenever possible.

Time off for emergency training may not exceed 14 days per calendar year.

Emergency Duty/Training Leave is unpaid. You may choose to use your accrued vacation if you wish to receive compensation for this time off, but you are not required to do so.

If you feel you have been treated unfairly as a result of taking or requesting Emergency Duty/Training Leave, you should contact your supervisor or any other manager, as appropriate.

***M. Suspended Pupil/Child Leave***

California law requires employers to provide time off for parents required to visit a child's school when the child has served a period of suspension from school. To be eligible for time off to attend a child's school, the employee must be the parent of a child in kindergarten or in grades 1-12 and must present a letter, which requests the employee's appearance at their child's school, to their supervisor at least two days before the requested time off. Employees may use accrued vacation while attending a child's school under these circumstances. If not, suspended pupil/child leave will be unpaid.

***N. Leave for Crime Victims and Their Family Members***

If you are the victim—or an immediate family member (i.e., spouse, registered domestic partner, child, step-child, sibling, step-sibling, parent, step-parent, or the child of a registered domestic partner) of the victim—of a violent felony, serious felony (as defined by the California Penal Code), or felonies related to theft or embezzlement, or , you are permitted to be absent from work to attend judicial proceedings related to the crime.

You must provide your supervisor with written notification for each scheduled proceeding, unless advance notice is not possible. This time off is unpaid. You may choose to use your accrued vacation, but this is not required

***O. Leave for Victims of Qualifying Acts of Violence***

*Right to Time Off*

If you are the victim of a Qualifying Act of Violence, you are permitted to be absent from work to seek relief related to the QAV.

A QAV is defined as: domestic violence, sexual assault, stalking, or any act, conduct, or pattern of conduct that includes (i) bodily injury or death to another; (ii) brandishing, exhibiting, or drawing a firearm or other dangerous weapon; or (iii) a perceived or actual threat to use force against another to cause physical injury or death.

You will not be retaliated or discriminated against for participating in the legal process. Specifically, you will not be discriminated against in any manner for any of the following:

- taking time off to serve as required by law on an inquest jury or trial jury, so long as the employee gives reasonable advance notice to the employer;
- taking time off to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding; or
- taking time off to obtain or attempt to obtain a restraining order or other injunctive relief, to help ensure the health, safety, or welfare of the employee or their child where the employee is a victim of a QAV.

You will also not be discriminated or retaliated against because of your, or your family member's, status

as a victim of a QAV. "Family member" is defined to include: a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner (as those terms are defined under the CFRA); or a designated person, who does not need to be a blood relative, so long as their association with the employee is the equivalent of a family relationship. An employee may identify a "designated person" at the time they request leave, but the employer may limit an employee to one designated person per 12-month period.

If you are (or have a family member who is) a victim of a QAV, you may take time off from work for any of the following purposes related to that QAV:

- obtaining or attempting to obtain relief, such as a restraining order or other injunctive relief;
- seeking or obtaining medical attention for or to recover from injuries;
- seeking or obtaining services from a domestic violence shelter or similar victim services organization;
- seeking or obtaining psychological counseling or other mental health services;
- participating in safety planning;
- relocating or engaging in the process of securing a new residence, including temporary or permanent housing or enrolling children in a new school;
- providing care to a family member who is recovering from injuries;
- seeking or obtaining civil or criminal legal services;
- preparing for, participating in, or attending any civil, administrative, or criminal legal proceeding; or
- seeking, obtaining, or providing childcare or care to a care-dependent adult if necessary to ensure the safety of the child or dependent adult.

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You are permitted to take leave for these purposes whether or not any person is arrested for, prosecuted for, or convicted of committing the crime.

There is a limit on total leave time taken under this policy. If the employee is the victim of the QAV, the total leave time is limited to 12 weeks. If the employee's family member is the victim of the QAV, the leave time taken to assist in relocation purposes is limited to 5 days and the total leave is limited to 10 days. However, the total leave time taken will not be fewer than 12 weeks if the victim is deceased as result of the QAV. This leave runs concurrently with any leave under the CFRA and the FMLA and does not provide an employee with a right to leave that exceeds that provided under the FMLA. Employees may use available vacation (if applicable) or accrued PSL. Otherwise, the time off is unpaid.

In general, employees are not required to provide documentation for time off under this policy. However, employees shall provide reasonable advance notice of their intent to take time off, unless advance notice is not feasible. If employees are unable to provide advance notice for time off under this policy, they can provide certification of their absence (such as a police report, court order, or health care provider certification, or other documentation that reasonably verifies that the crime or abuse occurred and your absence was for an authorized purpose) within a reasonable time period thereafter. If employees provide reasonable advance notice or provide documentation within a reasonable time period thereafter for an unscheduled absence, they will not be subject to any disciplinary action for time off under this policy.

*Right to Reasonable Accommodation for Victims of a QAV*

The School will provide reasonable accommodations to any employee who is (or who has a family member who is) a victim of a QAV unless it would pose an undue hardship. Employees have the right to ask the School for help or changes in their workplace to make sure they are safe at work. The School shall engage in a timely, good faith, and interactive process with the employee to determine effective reasonable accommodations. In determining whether the accommodation is reasonable, the employer shall consider an exigent circumstance or danger facing the employee or their family member.

The School will work with its employees to see what changes can be made. Changes in the workplace may include, but are not limited to, putting in locks, changing shifts or phone numbers, transferring or reassigning the employee, or help with keeping a record of what happened to the employee. The School may ask the affected employee for a signed statement certifying that this request is for a proper purpose and may also request proof showing the need for an accommodation. The School will maintain confidentiality regarding any requests for accommodations under this policy.

*Prohibition on Retaliation and Discrimination*

The School is committed to ensuring employees are not treated differently or retaliated against because of any of the following:

- The employee is a victim, or has a family member who is a victim of a QAV.
- The employee asked for time off to get help.
- The employee asked the School for help or changes in the workplace to ensure safety at work.

*Right to File a Complaint*

If any employee believes that they have experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may file a complaint with their supervisor and/or the Labor Commissioner's Office.

For more information, contact the Labor Commissioner's Office by phone at 213-897-6595 or visit a local office by finding the nearest one on its website: www.dir.ca.gov/dlse/DistrictOffices.htm. The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

***P. School Appearance and Activities Leave***

If you are the parent or guardian of a child who is in school up to grade 12, or who attends a licensed day care facility, you may take up to 40 hours of unpaid leave per year to participate in activities of a child's school or child care. You may take no more than eight (8) hours off for this purpose in any one calendar month. Unless it is to address an emergency, you should schedule this time off with your supervisor in advance. You may be asked to provide documentation from the school or day care facility to confirm your attendance at its facility for reasons covered under this policy on the specific date and time that you took the leave. This time off is unpaid. You may choose to use your accrued vacation, but this is not required.

If both parents or guardians of a child work for AMPS, only one parent – the first to provide notice – may take the time off, unless AMPS approves both parents taking time off simultaneously.

***Q. Adult Literacy Leave***

AMPS will make good faith efforts to provide reasonable accommodations for any employee who reveals a literacy problem and requests that AMPS assist them in enrolling in an adult literacy program, unless it would create an undue hardship for AMPS.

AMPS will also assist employees who wish to seek literacy education training by providing employees with the location of local literacy programs.

AMPS will take reasonable steps to safeguard the privacy of any employee who identifies themself as an individual with a literacy problem. The employee can contact Human Resources.

While AMPS encourages employees to improve their literacy skills, AMPS will not reimburse employees

for the costs incurred in attending a literacy program. AMPS also does not provide paid time off for participation in an adult literacy education. However, employees may utilize accrued vacation if they want compensation for this time off. If they do not have accrued vacation available, they will be permitted to take the time off without pay.

***R. Alcohol and Drug Rehabilitation Leave***

AMPS encourages employees with drug or alcohol abuse problems to seek needed counseling and treatment. Employees who are unable to find assistance may contact Human Resources to receive information about finding help. Any communications initiated by an employee and not as a result of a violation of this policy will be treated as confidentially as is possible.

AMPS will make good faith efforts to reasonably accommodate any employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program, provided that this reasonable accommodation will not impose an undue hardship for AMPS. Any such leave shall be unpaid except that, to the extent that employees have accrued vacation they must use it. You also may use accrued paid sick leave for the purpose of entering and participating in an alcohol or drug rehabilitation program. If you do not have accrued paid sick leave or vacation available, you will be permitted to take the time off without pay. Sick or vacation will not accrue while an employee is on Rehabilitation leave, nor will the employee receive holiday pay.

Requesting assistance for substance abuse does not relieve the employee of their responsibility to meet performance, safety and attendance expectations. Rehabilitation expenses will be paid by the employee unless coverage is provided under a health insurance policy.

***S. Civil Air Patrol Leave***

Pursuant to California law, AMPS will provide unpaid leave to employees who are volunteer members of the California Wing of the Civil Air Patrol and who have been duly directed and authorized to respond to an emergency operational mission of the California Wing of the Civil Air Patrol. Employees must be employed for at least 90 days immediately preceding the commencement of leave in order to be eligible.

Employees are required to give AMPS as much notice as possible of the intended dates upon which the leave would begin and end. AMPS will restore the employee to the position they held when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment, unless the employee is not restored because of conditions unrelated to the exercise of the leave rights by the employee. The time off is unpaid. However, an employee may utilize accrued vacation.

***T. Leave for Bone Marrow and Organ Donors***

Pursuant to California law, AMPS will provide up to five (5) business days of paid leave within a one- year period to an employee who donates bone marrow to another person. In addition, AMPS will provide up to 30 business days of paid leave within a one-year period and up to another 30 business days of *unpaid* leave within a one-year period to an employee who donates an organ to another person. The one-year period is measured from the date the employee's leave begins and shall consist of 12 consecutive months.

To qualify for this leave, an employee must have been employed for at least 90 days prior to the commencement of the leave and must provide AMPS with written verification of their status as an organ or bone marrow donor and the medical necessity for the donation. During such leave, AMPS will continue coverage under its group medical insurance plan, if applicable. However, employees must continue to pay their portion of the applicable premiums. Employees should give AMPS as much notice as possible

of the intended dates upon which the leave would begin and end.

Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent status, benefits, pay and other terms and conditions of employment. AMPS may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

AMPS requires that bone marrow donors use up to five days of available accrued paid sick leave or vacation during the course of the leave. Organ donors must use up to ten days of available accrued PSL or vacation time during the course of the leave.

***U. Bereavement Leave***

All employees who have worked for the School for at least thirty (30) days shall be eligible to take up to five (5) days of bereavement leave due to the death of a covered family member (spouse, child, parent, parent-in-law sibling, grandparent, grandchild, domestic partner, or parent-in-law). Child" means a biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis. "Parent" means a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. "Sibling" means a person related to another person by blood, adoption, or affinity through a common legal or biological parent. "Grandchild" means a child of the employee's child. "Grandparent" means a parent of the employee's parent.

Full-time employees are entitled to up to three (3) days of pay during bereavement leave, with the remaining two( 2) days unpaid. For all other employees, bereavement leave shall be unpaid unless an employee elects to use available accrued/unused paid leave such as vacation or paid sick leave. Bereavement leave must be utilized within three (3) months of the covered family member's date of death, but need not be consecutive. Bereavement pay will not be used in computing overtime pay. Any scheduled days off (including weekends, holidays and vacations) falling during the absence will be counted as both bereavement leave and scheduled days off. Upon request, an employee may be required to provide documentation of the death of a covered family member.

## INSURANCE BENEFITS

### *A. Health Benefits*

AMPS offers a comprehensive health insurance plan for eligible employees.

Regular full-time and part-time employees, who work on average at least thirty (30) hours per workweek, are eligible for health insurance on the first day of the month following their hire date in the following manners:

1. Employees that work less than an average of 30 hours per workweek are not eligible for any Health Benefits.
2. Full-time employees that work an average of 30 hours or more per workweek will receive 100% health benefits coverage and AMPS will pay premiums up to a designated amount.

AMPS pays the premium for eligible employees up to a designated amount. Any remaining costs associated with the Employee's plan shall be paid by the employee as a pre-tax payroll deduction. Employees will be notified of their contribution amount, should there be one, at the time they sign up for the specific benefit. Eligible employees are responsible for their portion of the monthly premium costs for their dependents' coverage.

Subject to applicable law, there is no guarantee that AMPS will continue to maintain a medical insurance plan or that the terms and conditions of any such plan will not be changed at any time. Further, in order to continue participation in any such plan, employees may be required to pay a part of the premium.

*When Coverage Starts*

Your coverage will begin on the first day of the calendar month following the employee's first day of employment. Your online enrollment must be submitted to the Human Resources Department as soon as possible. This enrollment serves as a request for coverage, and authorizes any payroll deductions necessary to pay for your coverage. By delaying the submission of the health benefits enrollment package, an employee's enrollment and health coverage may result in lack of coverage until the designated open enrollment period.

*Flexible Spending Plans*

AMPS provides, at no cost to employees, a Flexible Spending Plan which allows employees to pay for monthly health premiums, and commuter benefits with pre-tax dollars. This means your health premiums are subtracted from your gross pay before federal, state and social security (FICA) taxes are applied. The Flexible Spending Plan Document is in all cases controlling and supersedes any inconsistent terms in this manual. From time to time, we may also offer employees' access to a Medical Reimbursement and Dependent Care option within this program that is funded 100% by the employee. These options, if available, will be explained to you during open enrollment once established.

*Stipend*

Employees who are covered under a spouse's health plan, and not AMPS' plan, may qualify to be paid a predetermined monthly stipend. The rate at which the stipend is calculated is subject to annual change based on the annual health insurance rates. Please talk with the Human Resources Department if you believe you qualify.

*COBRA*

If for some reason your coverage under AMPS' health insurance ends, you and your dependents may be eligible to continue coverage for a specified term under COBRA. In this event, AMPS will provide additional information on COBRA coverage.

***B. Industrial Injury Leave (Workers' Compensation Insurance)***

AMPS, in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The workers' compensation benefits provided to injured employees may include:

1. Medical care;
2. Cash benefits, tax-free to replace lost wages; and
3. Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure employees receive any worker's compensation benefits to which they may be entitled, employees will need to:

1. Immediately report any work-related injury to the Human Resources Department at hrsupport@amethodschools.org
2. Seek medical treatment and follow-up care if required;
3. Complete a written Employee's Claim Form (DWC Form 1) and return it to the Human Resources Department at hrsupport@amethodschools.org
4. Provide the School with a certification from a health care provider regarding the need for workers' compensation disability leave as well as the employee's eventual ability to return to work from the leave.

It is the School's policy that when there is a job-related injury, the first priority is to ensure that the injured employee receives appropriate medical attention. AMPS, with the help of its insurance carrier, has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to its operations.
If an employee is injured on the job, they are to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems ("EMS") such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.

All accidents and injuries must be reported to the Human Resources Department hrsupport@amethodschools.org and to the individual responsible for reporting to AMPS's insurance carrier. Failure by an employee to report a work-related injury by the end of their shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by their personal physician at their own expense, but they are still required to go to AMPS's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.

When there is a job-related injury that results in lost time, the employee must have a medical release from AMPS's approved medical facility before returning to work.

Any time there is a job-related injury, AMPS's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

Leave as a result of a workers' compensation injury (paid or unpaid) will run concurrently with FMLA/CFRA leave, if applicable, or any other leave permitted by state and federal law.

***Disability Insurance (Wage Supplement)***

AMPS contributes to the State of California to provide you with State Disability Insurance ("SDI") pursuant to the California Unemployment Insurance Code. Contributions are made through a payroll deduction. SDI is payable when you cannot work because of illness or injury not caused by employment with the School or when you are entitled to temporary workers' compensation at a rate less than the daily disability benefit amount.

SDI is a wage supplement provided concurrently while an employee takes an eligible leave of absence under School policy and applicable law. The program will be administered in a manner consistent with California law. For more information regarding this program, you may contact the California Employment Development Department.

***Paid Family Leave (Wage Supplement)***

Under California law, eligible employees may participate in the Paid Family Leave ("PFL") program, which is part of the state's unemployment compensation disability insurance program. The PFL program provides up to eight weeks of partial wage replacement benefits to employees who take time off to care for a seriously ill or injured child, spouse, parent, registered domestic partner, siblings, grandparents, grandchildren, or parents-in-law or to bond with a new child (birth, foster care, adoption), or to participate in a qualifying event because of a family member's (i.e. a spouse, registered domestic partner, parent or child) military deployment to a foreign country. The PFL program does not provide job protection or reinstatement rights. It is a wage supplement provided concurrently while an employee takes an eligible leave of absence under School policy and applicable law.

The program will be administered in a manner consistent with California law. For more information regarding this program, you may contact the California Employment Development Department

***Unemployment Compensation***

AMPS contributes each year to the California Unemployment Insurance Fund on behalf of its employees. Under certain circumstances, you may be eligible for unemployment insurance benefits.

***Social Security***

Social Security is an important part of every employee's retirement benefit. AMPS pays a matching contribution to each employee's Social Security taxes.

## PERSONNEL EVALUATION AND RECORD KEEPING

### *A. Performance Evaluations*

AMPS strives to conduct formal performance reviews for all of its employees. Teacher and Site Directors will generally be formally reviewed once each school year. However, informal observations will be conducted throughout the year. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, performance problems or operational requirements.

Performance reviews may cover factors such as job criteria, instructional practice, data reviews, critical duties and tasks of a job, attainment of goals, and adherence to the AMPS core values. The performance evaluations are intended to make you aware of your progress, areas for improvement and objectives or goals for future work performance. Favorable performance reviews do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of AMPS and depend upon many factors in addition to performance, including availability of funds. After the review, you will be required to sign the evaluation report to acknowledge that it has been presented to you, that you have discussed it with your supervisor and that you are aware of its contents. You may add a rebuttal statement to your review within 10 days of your review that will be maintained in your personnel file.

Nothing in this policy shall limit the right to terminate employment at-will or limit AMPS' right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. Failure by AMPS to evaluate the employee will not prevent AMPS from transferring, demoting, disciplining, or terminating an employee. Employment is at the mutual consent of the employee and AMPS. Accordingly, either the employee or AMPS can terminate the employment relationship at-will, at any time, with or without reason and with or without notice

### *B. Personnel Files*

The information recorded in your personnel file is extremely important. It is your responsibility to make sure that the personal data in the file is accurate and up to date. Report any change of name ((whether by marriage or otherwise), email address, home address, and telephone number, whom to inform in case of an emergency, including names and home/cell and work telephone numbers and addresses, withholding tax information (your marital status and correct number of dependents), status of certifications/licenses/credentials, change of beneficiary on group life insurance, etc. to AMPS immediately.

Employees, former employees, or employee representatives may submit a request to inspect their personnel file in the presence of a representative of AMPS. All requests must be in writing. Current and former employees, or employee representatives, may also request inspection through the use of an AMPS-provided request form. Please contact Human Resources to schedule a convenient time. You may request copies from your file of all documents. AMPS may charge the requesting employee or employee representative for the actual cost of reproduction of personnel file documents. If you desire, you may add a written statement to your file explaining any disputed item.

Employees also may inspect their payroll records upon request, and may obtain a copy of these records at their own expense. AMPS will comply with all inspection requests as required by law.

Access to information in personnel files is restricted. Only authorized managers and management personnel will have access to your personnel file. However, AMPS will cooperate with-and provide access to your personnel file to-law enforcement officials or local, state or federal agencies in accordance with applicable law.

Health/medical records are not included in your personnel file. These records are confidential. AMPS will

safeguard them from disclosure and will divulge such information only: 1) as allowed by law; or 2) to the employee's personal physician upon written request or permission of the employee.

Credible complaints of substantiated investigations into or discipline for egregious misconduct will not be expunged from Human Resources files unless the complaint is heard by an arbitrator, administrative law judge, or the Board and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.

## INTERNAL COMPLAINT REVIEW

The purpose of the “Internal Complaint Review Policy” is to afford all employees of AMPS the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the CEO or Board of Directors to express their work-related concerns. Form Appendix B may be used for Internal Complaints.

Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School’s “Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation.” Depending on the type of complaint, it may also be brought under Title IX or the Uniform Complaint Procedure.

### *A. General Requirements*

*Confidentiality*

All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.

*Non-Retaliation*

All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.

*Resolution*

The Board (if a complaint is about the CEO) or the CEO or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

**AMENDMENT TO EMPLOYEE HANDBOOK**

This Employee Handbook contains the employment policies and practices of AMPS in effect at the time of publication.

AMPS reserves the right to amend, delete or otherwise modify this Handbook at any time provided that such modifications are in writing and duly approved by the employer.

Any written changes to the Handbook will be distributed to all employees. No oral statements can in any way alter the provisions of this Handbook.

**AMPS EMPLOYEE HANDBOOK ACKNOWLEDGMENT AND AT-WILL AGREEMENT**

ALL EMPLOYEES MUST READ THIS EMPLOYEE HANDBOOK AND FILL OUT AND RETURN THIS PORTION TO HUMAN RESOURCES WITHIN ONE WEEK OF RECEIPT.

I acknowledge that I have received and read a copy of the AMPS Employee Handbook. I understand that the Handbook set forth the terms and conditions of my employment with AMPS as well as the duties, responsibilities and obligations of employment with AMPS. I understand that AMPS has provided me various alternative channels [including anonymous and confidential channels,] to raise concerns of violations of this handbook and School policies and encourages me to do so promptly so that AMPS may effectively address such situations, and I understand that nothing herein interferes with any right to report concerns, make lawful disclosures, or communicate with any governmental authority regarding potential violations of laws or regulations. I agree to abide by and be bound by the rules, policies and standards set forth in the Employee Handbook.

Unless specified otherwise in an agreement between me and AMPS, I agree that AMPS and I both have the right to terminate my employment at any time, with or without notice, and with or without cause. I further understand that transfers, demotions, suspensions, employee discipline, and changes in the terms and conditions of employment may be administered at the sole and absolute discretion of AMPS. Unless specified otherwise in an agreement between me and AMPS, I understand that I am an at-will employee. I understand that the at-will nature of my employment may not be modified orally and may only be modified in a writing signed by the CEO of AMPS and me, and approved in writing by AMPS‘ Board of Directors.

I understand that nothing in the Handbook is intended, nor should be construed, as a limitation of my right and AMPS’ right to terminate the employment relationship at any time, with or without notice, and with or without cause, or AMPS’ absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. I understand that nothing in the Handbook is intended, nor should be construed, to create an implied or express contract of employment contrary to this express at-will agreement or to AMPS’ absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. I understand that AMPS reserves the right to depart from and modify the policies stated in the Handbook at its sole discretion, with the exception of my at-will status and AMPS’ absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment. I also understand and acknowledge that nothing about the policies and procedures set forth in this Handbook should be construed to interfere with any employee rights provided under state or federal law, including Section 7 of the National Labor Relations Act. The foregoing constitutes the entire terms of the agreement between me and AMPS regarding the duration and at-will nature of my employment and AMPS’ absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion.

Employee Printed Name: _____

Employee Signature: _____

Date: _____ Site: _____

**APPENDIX A: HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM**

It is the policy of AMPS that all of its employees be free from harassment, discrimination, and retaliation. This form is provided for you to report what you believe to be harassment, discrimination, or retaliation so that AMPS may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment, discrimination, or retaliation.

If you are an employee of AMPS, you may file this form with the CEO, Human Resources, any supervisor or the Board President.

Please review AMPS's policies concerning harassment, discrimination, and retaliation for a definition of such unlawful conduct and a description of the types of conduct that are considered unlawful.

AMPS will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, AMPS will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, AMPS will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged offender.

Please note that the more detailed information you provide, the more likely it is that AMPS will be able to address your complaint to your satisfaction.

Charges of harassment, discrimination, and retaliation are taken very seriously by AMPS both because of the harm caused by such unlawful conduct, and because of the potential sanctions that may be taken against the offender. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.

Your Name: _____ Today's Date: _____

Date of Alleged Incident(s):

Name of Person(s) you believe harassed, or discriminated or retaliated against, you or someone else:

List any witnesses that were present:

Where did the incident(s) occur?

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I acknowledge that I have read and that I understand the above statements.

I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

Signature of Complainant: _____ Date:_____

Print Name: _____

| School use only |
| --- |
| Received by: Date: |

**APPENDIX B: INTERNAL COMPLAINT FORM**

Your Name: _____ Today's Date: _____

Date of Alleged Incident(s):

Name of Person(s) you have a complaint against:

List any witnesses that were present:

Where did the incident(s) occur?

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.

Signature of Complainant: _____ Date:_____

Print Name: _____

| To be completed by School: | |
|---|---|
| Received by: | Date: |

# Coversheet

## Review and Consideration of Approval of Oakland Charter Academy Closure Appointee

**Section:** V. Business ll
**Item:** AQ. Review and Consideration of Approval of Oakland Charter Academy Closure Appointee
**Purpose:** Vote
**Submitted by:** Adrienne Barnes

BACKGROUND:

Oakland Charter Academy will cease operations effective June 30, 2026. The board must designate an individual responsible for conducting and overseeing all closure-related procedures and activities.

RECOMMENDATION:

Staff recommends approval of Kelly Le as the board designee.

# Coversheet

## Review and Consideration of Approval of Oakland Charter Academy Closure Plan

**Section:** V. Business II
**Item:** AR. Review and Consideration of Approval of Oakland Charter Academy Closure Plan
**Purpose:** Vote
**Submitted by:**
**Related Material:** OCA Closure Plan.pdf

AMPS

HONOR HARD WORK

**Closure Plan for Oakland Charter Academy**

**Background:**

Oakland Charter Academy (OCA), a charter school operated by Amethod Public Schools (AMPS), will cease educational operations on June 30, 2026.

**Charter School Closure Appointee:**

- AMPS staff has recommended Kelly Le Crosby as its Closure Designee, requesting board approval of this appointee at its regularly scheduled board meeting on June 11, 2026.

**Communication and Documentation:**

- Students and Families were notified of the pending closure prior to June 30, 2026, and all students either graduated or have been/are being assisted by AMPS staff to find a new school.
- Staff were issued WARN Act notices in April 2026, and may apply for other positions at other AMPS schools.
- All student records will be stored on AMPS property following the AMPS record retention policy or transferred to the receiving school as requested.

**Finance and Assets:**

- The assets and liabilities of OCA are maintained by AMPS.
- Unused restricted funds are returned to the sender.
- Physical assets will be detailed in an Asset Relocation schedule, to be approved by the AMPS Board at a future board meeting.
- Physical assets will be disbursed amongst remaining AMPS sites.

**Final Actions:**

Any final actions of the Closure Plan, or in partnership in closing OCA with the Oakland Unified School District, are the responsibility of Amethod Public Schools, and will be conducted by its staff accordingly.

# Coversheet

## Review and Consideration of Conditional Approval of Downtown Charter Academy Charter Renewal Petition

**Section:** V. Business II
**Item:** AS. Review and Consideration of Conditional Approval of Downtown Charter Academy Charter Renewal Petition
**Purpose:** Vote
**Submitted by:**
**Related Material:** DCA Charter Renewal Petition 2027-32 060726 REDLINE.pdf
DCA Charter Renewal Petition 2027-32 060726 CLEAN.pdf

| Downtown Charter Academy | 2027-2032 |
|---|---|

AMPS

HONOR HARD WORK

**DOWNTOWN CHARTER ACADEMY**

**CHARTER RENEWAL PETITION**

**FOR THE TERM**

**JULY 1, 2027 - JUNE 30, 2032**

SUBMITTED TO THE BOARD OF DIRECTORS OF THE

OAKLAND UNIFIED SCHOOL DISTRICT

BY AMETHOD PUBLIC SCHOOLS

AUGUST 1, 2026

# Downtown Charter Academy 2027-2032

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# Downtown Charter Academy 2027-2032

## Affirmations, Declarations, and Assurances

### Affirmation of Conditions Described in Education Code Section 47605(e)

~~[CHARTER SCHOOL]~~Downtown Charter Academy (also referred to herein as "DCA" or "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))

3. 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 § 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))

d. Preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment. (Ed. Code § 47605(e)(2)(B)(iv))

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/District [Select One]~~Amethod Public Schools 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 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, martial 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.

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.

| Downtown Charter Academy | 2027-2032 |
| --- | --- |

# Downtown Charter Academy 2027-2032

## Executive Summary

Amethod Public Schools ("AMPS"), a California nonprofit public benefit corporation with 501(c)(3) tax-exempt status, is proud to submit the Downtown Charter Academy ("DCA" or "Charter School") charter renewal petition to Oakland Unified School District ("OUSD" or "District"). Amethod Public School 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. For over three decades, Amethod Public Schools have been serving thousands 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.

### CHARTER RENEWAL CRITERIA

The passage of Assembly Bill 1505, effective July 1, 2020, established the renewal criteria by which the chartering authority considers whether to grant a charter renewal. Pursuant to Education Code Section 47607(c)(2), a charter school that meets the criteria for the High Performing renewal category is eligible for a renewal term of five, six, or seven years. DCA meets the criteria to be considered a High Performing Charter School and is therefore eligible for renewal under Education Code Section 47607(c)(2).

DCA is requesting a five-year renewal term. Although DCA qualifies as a High Performing Charter School and may be eligible for a longer renewal term, the Charter School is intentionally requesting the default five-year renewal term as AMPS continues implementing its Operational Sustainability work across the organization. This request reflects both confidence and responsibility. DCA's academic results demonstrate that the Charter School is a successful, high-performing public middle school serving Oakland students well. At the same time, AMPS and DCA recognize the importance of aligning academic excellence with strong operations, sustainable systems, effective governance support, fiscal stability, compliance, enrollment planning, talent development, and long-term organizational capacity. A five-year renewal term allows DCA to continue serving students from a position of academic strength while AMPS deepens the organization-wide systems necessary to support durable, sustainable, and high-quality school operations.

Based on the quality of the educational program implemented at DCA, the demonstrated academic achievement of students, the Charter School's strong record of serving historically underserved students, and the comprehensive program

described in this petition, DCA is entitled to renewal and continued operation consistent with Education Code Sections 47605, 47607, and 47607.2.

During the current charter term, DCA has achieved the following successes:

**1. The Charter School has presented a sound educational program.**

DCA has a clearly defined mission to provide a rigorous college preparatory education and character development program that prepares students from underserved communities to succeed in high school, college, and life.

DCA serves students in grades 6 through 8 and provides a focused middle school environment designed to support academic growth, personal responsibility, character development, and readiness for high school.

DCA provides a structured, safe, and achievement-oriented school culture where students understand the importance of preparation, hard work, attendance, responsibility, and perseverance.

DCA's instructional program is aligned with California State Standards, including the Common Core State Standards, Next Generation Science Standards, History-Social Science Framework, English Language Development Standards, and other applicable State Standards.

DCA provides students with access to standards-aligned instructional materials and academic supports designed to help students master grade-level content and build the skills needed for long-term success.

DCA has demonstrated strong academic outcomes, including high levels of student achievement in English Language Arts and Mathematics.

DCA has earned state recognition for academic achievement, including the California Department of Education Gold Ribbon Award in 2017 and 2018, reflecting the Charter School's strong implementation of state standards and its success as a high-performing middle school in Oakland.

DCA was also named a 2021 California Distinguished School, a recognition reflecting the hard work of the Charter School's students, families, teachers, staff, and school community.

DCA provides academic support and enrichment opportunities that extend beyond the regular instructional program, including tutoring, homework support, after-school activities, clubs, athletics, visual arts, Mandarin Club, and other student engagement opportunities.

DCA benefits Oakland families and the broader community by providing a high-quality public middle school option focused on academic excellence, character development, family partnership, and preparation for high school and college.

**2. The Charter School is demonstrably likely to successfully implement the educational program.**

DCA has been in operation since 2014 and has developed a strong record of implementing a rigorous, structured, and student-centered middle school program.

DCA benefits from the support of AMPS, the Charter Management Organization for DCA, which provides organization-wide leadership, operational support, fiscal services, human resources, enrollment support, data systems, compliance support, communications, and other centralized services that strengthen the Charter School's implementation of its educational program.

AMPS supports DCA in areas that include curriculum implementation, instructional coaching, professional development, special education coordination, student services, data and assessment systems, staff recruitment, fiscal operations, human resources, compliance reporting, technology, facilities, meal program administration, and family communication systems.

DCA provides strong professional development opportunities for teachers and staff. Professional development focuses on standards-based instruction, classroom management, data-driven instruction, student and family engagement, MTSS, ELD, special education, classroom observation, coaching cycles, and continuous improvement in teaching and learning.

DCA implements instructional coaching and feedback systems aligned to the California Standards for the Teaching Profession. Teachers receive support through classroom observations, coaching conversations, peer collaboration, feedback, reflection, and goal-setting.

DCA maintains student support systems designed to identify student needs, provide timely intervention, and monitor progress. These systems include MTSS, COST, SST processes, academic interventions, behavior supports, attendance supports, family communication, counseling supports, and coordination among general education staff, special education staff, student support staff, and school leaders.

DCA uses student information, assessment, attendance, behavior, and intervention data to guide instruction, monitor student progress, and support data-informed decision-making.

DCA maintains communication systems that support family engagement, including schoolwide communication tools, family updates, conferences, and accessible communication with families.

DCA's educational program is supported by a clear school mission, defined instructional expectations, a structured middle school model, experienced AMPS support systems, and a demonstrated record of academic success.

**3. The Charter School is serving all students who wish to attend.**

DCA has a history of serving students from historically underserved communities, including socioeconomically disadvantaged students, English Learners, students with disabilities, and students from diverse racial, ethnic, cultural, and linguistic backgrounds.

DCA's 2025-26 enrollment reflects the diversity and needs of the Oakland community. In 2025-26, DCA serves 318 students. Of those students, 73.0% are socioeconomically disadvantaged, 16.0% are English Learners, and 7.9% are students with disabilities.

DCA's 2025-26 racial and ethnic enrollment includes 74.8% Asian students, 11.9% African American students, 9.4% Hispanic students, 1.6% Filipino students, 1.3% Two or More Races students, 0.6% White students, and 0.3% American Indian or Alaska Native students.

DCA maintains open and inclusive enrollment practices and does not screen, discourage, or limit enrollment based on academic performance, disability, English Learner status, socioeconomic status, behavior history, need for services, or any other protected characteristic.

DCA provides outreach and recruitment to families in English, Cantonese, and other languages as the need arises. DCA also provides interpretation, translation, accessible formats, and individualized assistance to families who need support understanding the program, applying, completing enrollment steps, or participating in registration after admission.

DCA's program is designed to serve students with a range of academic, language development, social-emotional, behavioral, and learning needs through rigorous instruction, intervention, ELD, special education supports, Section 504 supports, counseling, family engagement, and schoolwide student support systems.

**4. The Charter School's petition is reasonably comprehensive.**

This renewal petition contains reasonably comprehensive descriptions of the required charter elements and describes how DCA will continue to implement its educational program, meet student needs, comply with applicable law, and pursue improved student outcomes. The petition reflects DCA's current program, governance and operational structures, student support systems, instructional model, staffing plan, professional development systems, fiscal practices, family engagement strategies, and accountability measures.

DCA will continue to benefit Oakland Unified School District and Alameda County by providing families with a high-quality public middle school option that expands educational opportunity, supports historically underserved students, and prepares students for high school, college, and life.

**5. The Charter School satisfies the academic renewal criteria for a High Performing Charter School.**

Pursuant to Education Code Section 47607(c), the chartering authority shall consider the past performance of the Charter School on the state and local indicators included in the California School Dashboard. Pursuant to Education Code Section 47607(c)(2), a charter school that meets the High Performing renewal criteria is eligible for renewal for a period of five, six, or seven years.

DCA meets the criteria to be considered a High Performing Charter School. DCA's academic results, state recognition, and continued strong implementation of a rigorous middle school program demonstrate that the Charter School has provided a substantial academic benefit to students. DCA has produced strong outcomes while serving a student population that includes high percentages of socioeconomically disadvantaged students, English Learners, and students from historically underserved communities.

**As a High Performing Charter School, DCA is eligible for a five-, six-, or seven-year renewal term under Education Code Section 47607(c)(2). DCA respectfully requests renewal for a five-year term. This request is consistent with the renewal term available to High Performing Charter Schools and reflects AMPS' commitment to implementing Operational Sustainability while preserving DCA's high-quality academic program and strong student outcomes.**

DCA's request for a five-year term is not a reflection of academic weakness. Rather, it is a deliberate and responsible request that allows DCA to continue serving students as a high-performing school while AMPS strengthens organization-wide systems that support long-term sustainability. DCA's academic performance, community reputation, history of state recognition, and commitment to serving all students demonstrate that the Charter School merits renewal and continued operation.

In addition to the shift toward assessing Dashboard data, Assembly Bill 1505 also created a three-tiered system of evaluating charter schools' performance, plus a separate category for Dashboard Alternative School Status schools. Each of the four tiers has unique qualifying criteria.

The three performance categories are as follows:

- ***High Performing*** – Presumptive renewal if the charter school meets the established renewal criteria—Education Code Section 47607(c)(2).

- ***Middle Performing*** – Renewal unless the charter school failed to meet or make sufficient progress toward meeting standards and closure is in the best interest of students, evaluated using the Dashboard and Education Code Section 47607.2(b).

- ***Low Performing*** – Presumptive non-renewal if the charter school meets the non-renewal criteria, unless the chartering authority makes a finding to approve for a two-year term –Education Code Section 47607.2(a).

- ***DASS*** – Presumptive renewal with consideration of performance on the Dashboard and applicable alternative metrics, with nonrenewal only in the event that the chartering authority finds that closure is in the best interest of students – Education Code Section 47607(c)(7).

The state indicators include the following:

- Chronic Absenteeism: kindergarten through grade eight
- Suspension Rate: kindergarten through grade twelve
- English Learner Progress: grades one through twelve
- Graduation Rate: high school only
- College/Career: high school only (Note: The College/Career Indicator will not be reported on the 2022 Dashboard)
- Academic: grades three through eight and grade eleven – English Language Arts/Literacy and Mathematics

Accordingly, DCA fits into the high performing category, as determined by law and the California Department of Education, and as clearly demonstrated by the evidence. DCA has achieved measurable increases in academic achievement, as defined by at least one year's progress for each year in school and meets the criterion for charter renewal for a term of five years, as demonstrated below.

## Dashboard Performance Renewal Criteria – High Performing

Education Code Section 47607(c)(2) states:

(A) The chartering authority shall not deny renewal for a charter school pursuant to this subdivision if either of the following apply for two consecutive years immediately preceding the renewal decision:

(i) The charter school has received the two highest performance levels schoolwide on all the state indicators included in the evaluation rubrics adopted pursuant to Section 52064.5 for which it receives performance levels.

(ii) For all measurements of academic performance, the charter school has received performance levels schoolwide that are the same or higher than the state average and, for a majority of subgroups performing statewide below the state average in each respective year, received performance levels that are higher than the state average.

(B) Notwithstanding subparagraph (A), if the two consecutive years immediately preceding the renewal decision include the 2019-20 or 2020-21 school year, the chartering authority shall not deny renewal for a charter school if either of the criteria in subparagraph (A) apply for two of the most recent years for which state data is available preceding the renewal decision.

"Measurements of academic performance" are defined in statute as "statewide assessments in the California Assessment of Student Performance and Progress system, or any successor system, the English Language Proficiency Assessments for California or any successor system, and the college and career readiness indicator." (Education Code Section 47607(c)(3)).

## Dashboard Performance

### CAASPP System: English Language Arts

A review of DCA students' performance on the Smarter Balanced Assessment Consortium ("SBAC") in English Language Arts ("ELA") over the past four years demonstrates consistently strong achievement and continued improvement over time, as measured by both the percentage of students meeting or exceeding standards and Distance from Standard ("DFS"). In 2021–22, 71.05% of students met or exceeded standards with a DFS of 39.8 points. In 2022–23, performance decreased slightly to 68.24%, with the DFS declining to 35.1 points. However, DCA rebounded in 2023–24, with 73.08% of students meeting or exceeding standards and the DFS increasing to 47.1 points. By 2024–25, DCA reached 77.41% of students meeting or exceeding standards, with the DFS increasing further to 56.4 points. Overall, the data reflect a strong upward trajectory and demonstrate that DCA continues to provide an effective instructional program that supports high levels of student mastery in ELA.

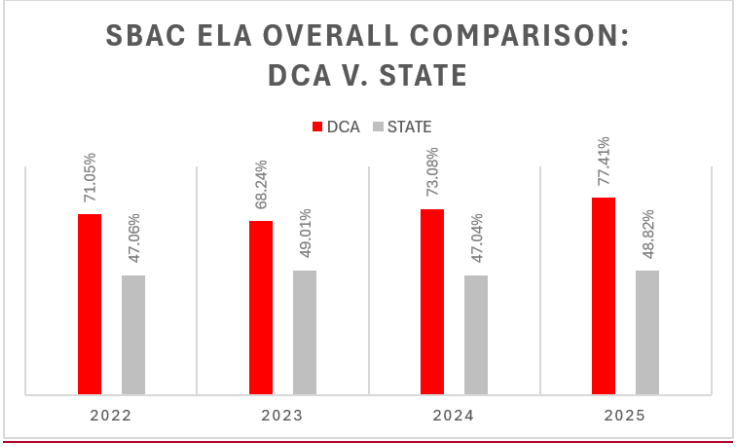
# Downtown Charter Academy | 2027-2032

*Table i.1: DCA SBAC ELA Performance from 2022 to 2025 Showing Percent of Students Meeting or Exceeding Standards on CAASPP and Distance from Standard from the Dashboard*

| ELA | 2022 | | 2023 | | 2024 | | 2025 | |
|---|---|---|---|---|---|---|---|---|
| | Met or Exceeded | DFS | Met or Exceeded | DFS | Met or Exceeded | DFS | Met or Exceeded | DFS |
| DCA | 71.05% | 39.8 | 68.24% | 35.1 | 73.08% | 47.1 | 77.41% | 56.4 |

A comparison of SBAC ELA performance between DCA and the State over the past four years demonstrates that DCA has consistently and substantially outperformed statewide results. In 2021–22, 71.05% of DCA students met or exceeded standards compared to 47.06% statewide. In 2022–23, DCA remained well above the State, with 68.24% meeting or exceeding standards compared to 49.01% statewide. In 2023–24, DCA increased to 73.08%, while the State declined slightly to 47.04%. By 2024–25, DCA reached 77.41%, compared to 48.82% statewide. Across all four years, DCA maintained a significant performance advantage over the State, reflecting strong instructional systems, effective academic supports, and sustained student achievement in ELA.

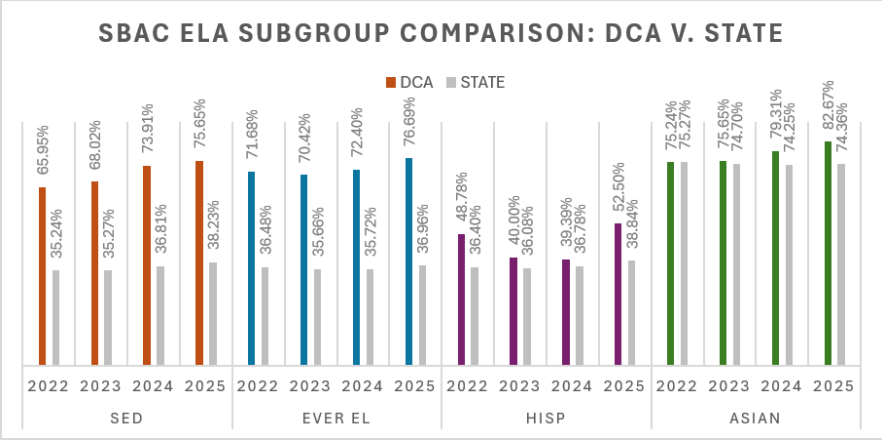
*Chart i.1: SBAC ELA Performance from 2022 to 2025 Showing the Percent of Students Meeting or Exceeding Standards at DCA Compared to the State of California*




A review of SBAC ELA subgroup performance over the past four years shows that DCA has consistently supported strong outcomes for major student groups, including Socioeconomically Disadvantaged ("SED") students, Ever English Learners ("Ever ELs"),

Hispanic/Latino students, and Asian students. Among SED students, 65.95% met or exceeded standards in 2021–22 compared to 35.24% statewide. SED performance increased to 68.02% in 2022–23, 73.91% in 2023–24, and 75.65% in 2024–25, remaining well above the State each year. Ever EL students also demonstrated strong achievement, with 71.68% meeting or exceeding standards in 2021–22, 70.42% in 2022–23, 72.40% in 2023–24, and 76.69% in 2024–25, consistently outperforming State outcomes by a substantial margin. Hispanic/Latino students showed improvement over time, increasing from 48.78% in 2021–22 to 52.50% in 2024–25, and exceeded the State in each reported year. Asian students demonstrated particularly strong outcomes, increasing from 75.24% in 2021–22 to 82.67% in 2024–25, remaining above the State in most years and substantially above the State by 2024–25. Overall, DCA's subgroup data demonstrate that the Charter School is producing strong ELA outcomes for historically underserved student groups and continues to support equitable academic achievement across its student population.

*Chart i.2: SBAC ELA Subgroup Performance from 2022 to 2025 Showing Percent of Students Meeting or Exceeding Standards for Socioeconomically Disadvantaged, Ever English Learner, Hispanic/Latino, and Asian Students at DCA Compared to the State of California*




**CAASPP System: Mathematics**

Mathematics performance at DCA demonstrates sustained and significant growth over the past four years, as measured by both the percentage of students meeting or exceeding standards on the SBAC and DFS. In 2021–22, 62.18% of students met or exceeded standards with a DFS of 34.6 points. In 2022–23, performance increased to 65.37%, and the DFS improved to 39.9 points. In 2023–24, DCA continued this upward trajectory, with 71.71% of students meeting or exceeding standards and the DFS increasing substantially to 55.0 points. By 2024–25, 74.42% of students met or

exceeded standards, and the DFS rose again to 62.6 points. Overall, the data reflect steady year over year improvement in Mathematics and demonstrate that DCA students are achieving at high levels while continuing to increase their distance above the standard.

*Table i.2: DCA SBAC Math Performance from 2022 to 2025 Showing Percent of Students Meeting or Exceeding Standards on CAASPP and Distance from Standard from the Dashboard*

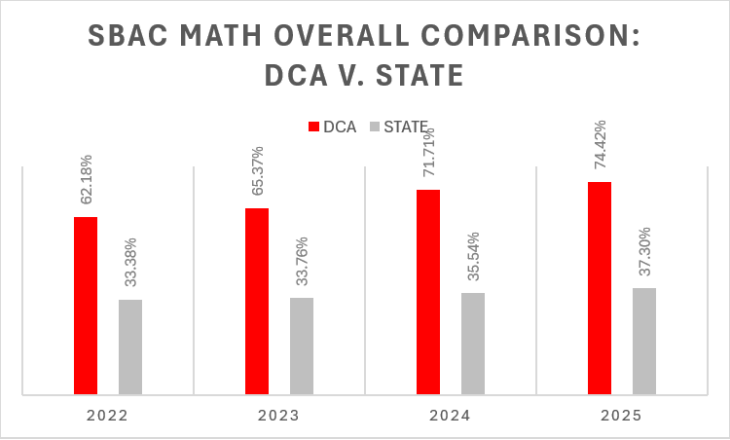
| MATH | 2022 | | 2023 | | 2024 | | 2025 | |
|---|---|---|---|---|---|---|---|---|
| | **Met or Exceeded** | **DFS** | **Met or Exceeded** | **DFS** | **Met or Exceeded** | **DFS** | **Met or Exceeded** | **DFS** |
| DCA | 62.18% | 34.6 | 65.37% | 39.9 | 71.71% | 55.0 | 74.42% | 62.6 |

A comparison of SBAC Math performance between DCA and the State shows that DCA has consistently and substantially outperformed statewide results. In 2021–22, 62.18% of DCA students met or exceeded standards compared to 33.38% statewide. In 2022–23, DCA increased to 65.37%, while the State remained relatively stable at 33.76%. In 2023–24, DCA rose to 71.71%, compared to 35.54% statewide. By 2024–25, DCA reached 74.42%, while the State increased modestly to 37.30%. Across the four year period, DCA improved by more than 12% while maintaining a performance level nearly double the State average. These results demonstrate strong instructional effectiveness in Mathematics and continued success in helping students meet or exceed grade level standards.

*Chart i.3: SBAC Math Performance from 2022 to 2025 Showing the Percent of Students Meeting or Exceeding Standards at DCA Compared to the State of California*

# Downtown Charter Academy

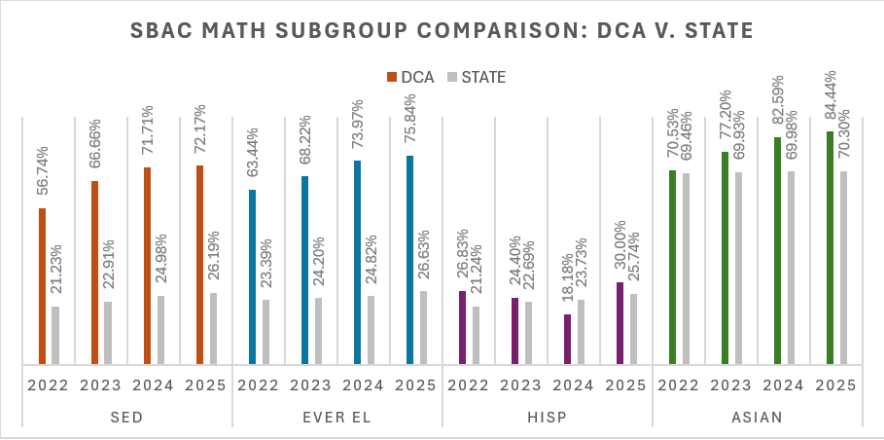
2027-2032




A review of SBAC Math subgroup performance over the past four years shows strong and improving outcomes across several major student groups. Among SED students, 56.74% met or exceeded standards in 2021–22 compared to 21.23% statewide. This increased to 66.66% in 2022–23, 71.71% in 2023–24, and 72.17% in 2024–25, remaining far above State performance each year. Ever EL students also demonstrated strong growth, increasing from 63.44% in 2021–22 to 68.22% in 2022–23, 73.97% in 2023–24, and 75.84% in 2024–25, consistently exceeding State averages by a wide margin. Hispanic/Latino students performed above the State in each year, though their outcomes remained lower than DCA's overall results, increasing from 26.83% in 2021–22 to 30.00% in 2024–25 after declines in 2022–23 and 2023–24. Asian students demonstrated especially strong Mathematics performance, rising from 70.53% in 2021–22 to 84.44% in 2024–25, exceeding the State each year. Overall, DCA's Math subgroup results demonstrate strong achievement for SED, Ever EL, and Asian students, while also identifying Hispanic/Latino Mathematics performance as an area for continued monitoring and targeted support.

*Chart i.4: SBAC Math Subgroup Performance from 2022 to 2025 Showing Percent of Students Meeting or Exceeding Standards for Socioeconomically Disadvantaged, Ever English Learner, Hispanic/Latino, and Asian Students at DCA Compared to the State of California*

# Downtown Charter Academy 2027-2032

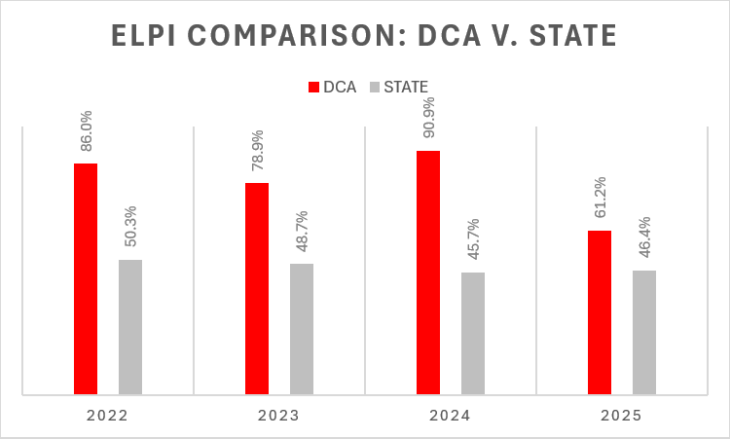



**English Learner Progress**

The English Learner Progress Indicator ("ELPI") measures the percentage of English Learners ("ELs") making progress toward English language proficiency each year. Over the past four years, DCA has consistently exceeded the State average on the ELPI, demonstrating strong support for English Learners. In 2021–22, 86.0% of ELs at DCA made progress toward English proficiency compared to 50.3% statewide. In 2022–23, 78.9% of ELs made progress compared to 48.7% statewide. In 2023–24, DCA achieved particularly strong results, with 90.9% of ELs making progress compared to 45.7% statewide. In 2024–25, the percentage of ELs making progress declined to 61.2%, but remained above the State rate of 46.4%. While the 2024–25 decline indicates an area for continued attention, DCA's ELPI performance remains strong overall and reflects the Charter School's commitment to targeted language development instruction, academic support, and intervention systems designed to help EL students build English proficiency and succeed academically.

*Chart i.5: English Learner Progress Indicator from 2022 to 2025 Showing Percent of English Learners Making Progress Toward English Proficiency at DCA Compared to the State of California*

# Downtown Charter Academy 2027-2032



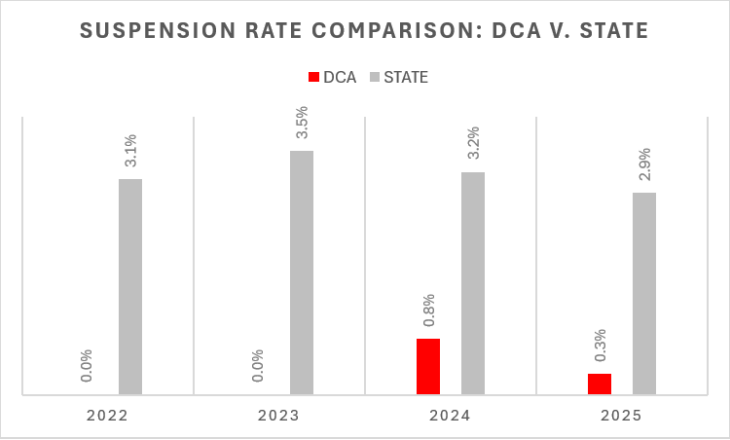

**Suspension Rate**

The Suspension Rate Indicator measures the percentage of students suspended at least once during the school year and provides insight into the effectiveness of a school's behavior supports, discipline practices, and overall school climate. DCA has maintained exceptionally low suspension rates over the past four years. In 2021–22, DCA reported a suspension rate of 0.0% compared to 3.1% statewide. In 2022–23, DCA again reported a suspension rate of 0.0% compared to 3.5% statewide. In 2023–24, the rate increased slightly to 0.8%, while the State rate was 3.2%. By 2024–25, DCA's suspension rate declined to 0.3%, compared to 2.9% statewide. Overall, DCA's suspension rates remain substantially below the State average, demonstrating a strong school climate and effective behavior support systems.

A review of subgroup suspension data further demonstrates DCA's generally low use of exclusionary discipline. In 2021–22 and 2022–23, all reported subgroups had suspension rates of 0.0%. In 2023–24, the overall suspension rate increased slightly to 0.8%, with Hispanic/Latino students at 2.9%, SED students at 0.9%, and ELs and Asian students at 0.0%. In 2024–25, the overall rate declined to 0.3%, with Hispanic/Latino students, SED students, and Students with Disabilities ("SWD") at 0.0%, Asian students at 0.4%, ELs at 1.6%, and Long-Term English Learners ("LTELs") at 2.9%. While these rates remain low overall, DCA continues to monitor subgroup outcomes to ensure discipline practices remain equitable and supportive. The Charter School's low suspension rates reflect its continued emphasis on proactive behavior supports, positive school climate, restorative approaches, and early intervention.

*Chart i.6: Suspension Rate from 2022 to 2025 Showing Overall at DCA Compared to the State of California*

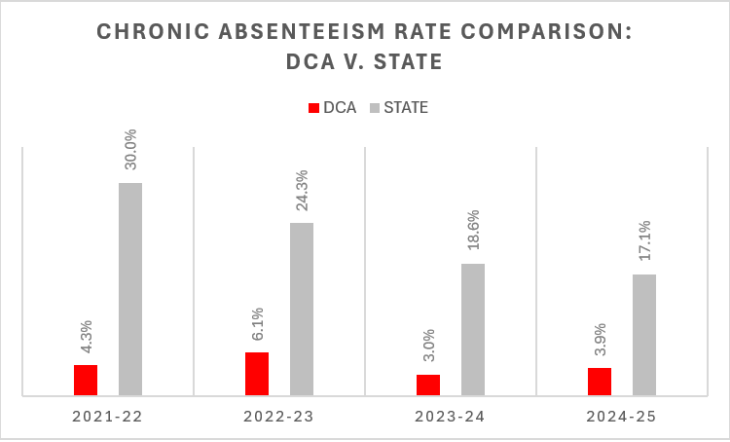
# Downtown Charter Academy 2027-2032




**Chronic Absenteeism Rate**

Downtown Charter Academy has maintained exceptionally low chronic absenteeism rates compared to the State, demonstrating a strong culture of attendance, student engagement, and family partnership. From 2021-22 through 2024-25, DCA's chronic absenteeism rate remained far below the statewide rate each year. In 2021-22, DCA's chronic absenteeism rate was 4.3%, compared to the State rate of 30.0%. In 2022-23, DCA was 6.1%, while the State remained significantly higher at 24.3%. DCA improved further in 2023-24, reducing chronic absenteeism to 3.0%, compared to the State rate of 18.6%. In 2024-25, DCA maintained a very low rate of 3.9%, while the State rate was 17.1%. These results are particularly impressive given that DCA serves a student population with significant needs, including 73.0% SED students, 16.0% ELs, and 7.9% SWD in 2025-26. DCA's consistently low chronic absenteeism reflects the Charter School's ability to create a safe, structured, and connected school environment where students attend regularly, families remain engaged, and staff proactively support students before attendance concerns become barriers to learning.

*Chart i.7: Chronic Absenteeism Rate from 2022 to 2025 Showing Overall at DCA Compared to the State of California*




## Local Indicators

DCA has consistently met all Local Indicators reported on the Dashboard, including Implementation of Academic Standards, Access to a Broad Course of Study, Basics: Teachers, Instructional Materials, and Facilities, Parent and Family Engagement, and Local Climate Survey. These results demonstrate that DCA continues to meet State expectations for the locally reported priorities and maintains systems that support academic access, family engagement, school climate, and basic conditions for learning.

## Additional Data for Consideration at Renewal

The additional verified data criteria applicable to low- and middle-performing charter schools do not apply to DCA because DCA meets the criteria for the High Performing renewal category. Pursuant to Education Code Section 47607(c)(2), the chartering authority shall not deny renewal for a charter school if the charter school satisfies the statutory High Performing renewal criteria based on the California School Dashboard state indicators and measurements of academic performance.

Accordingly, because DCA meets the High Performing renewal criteria, DCA is not required to provide verified data demonstrating measurable increases in academic achievement or strong postsecondary outcomes as an additional renewal condition. DCA may, however, provide supplemental academic, attendance, enrollment, student support, and other local data to further demonstrate the strength of its educational program and continued benefit to students and families.

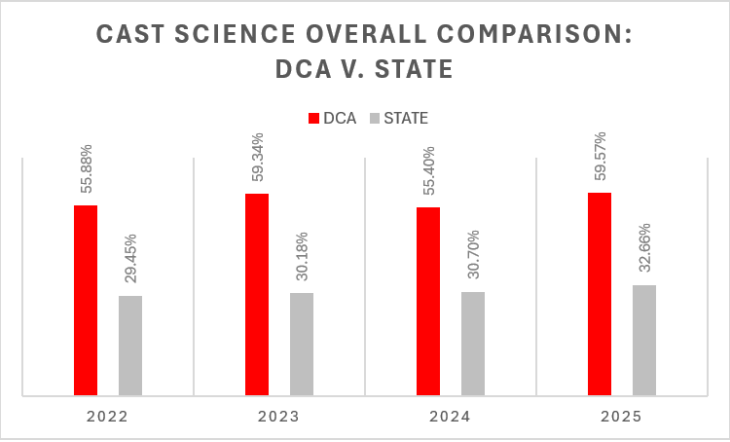
## Year Over Year Progress

# Downtown Charter Academy 2027-2032

**CAASPP System: Science**

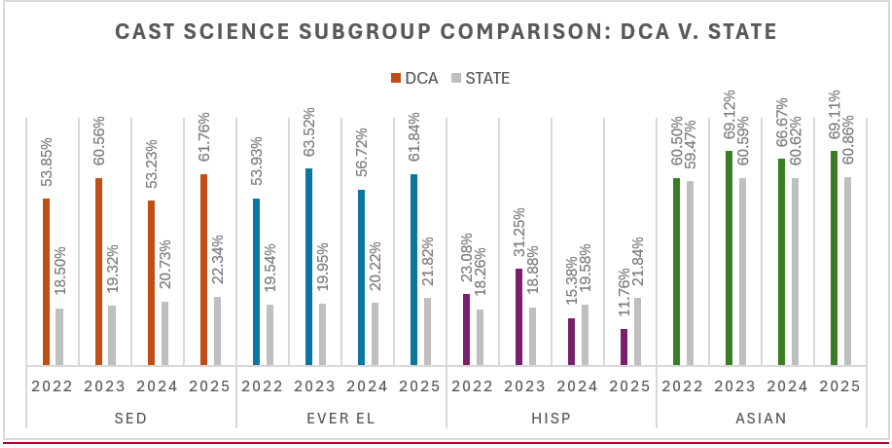
The California Science Test ("CAST") results show that DCA has consistently outperformed the State in Science over the past four years. In 2021–22, 55.88% of DCA students met or exceeded standards compared to 29.45% statewide. In 2022–23, DCA increased to 59.34%, while the State increased slightly to 30.18%. In 2023–24, DCA declined modestly to 55.40%, but remained well above the State rate of 30.70%. By 2024–25, DCA increased again to 59.57%, compared to 32.66% statewide. Overall, DCA's CAST results demonstrate consistently strong Science achievement, with student outcomes remaining nearly twice the State average across the four year period.

*Chart i.8: CAST Science Performance from 2022 to 2025 Showing the Percent of Students Meeting or Exceeding Standards at DCA Compared to the State of California*




A review of CAST Science subgroup performance demonstrates strong results for several major student groups, particularly SED students, Ever EL students, and Asian students. Among SED students, 53.85% met or exceeded standards in 2021–22 compared to 18.50% statewide. SED performance increased to 60.56% in 2022–23, declined slightly to 53.23% in 2023–24, and increased again to 61.76% in 2024–25, remaining well above the State each year. Ever EL students followed a similar pattern, with 53.93% meeting or exceeding standards in 2021–22, 63.52% in 2022–23, 56.72% in 2023–24, and 61.84% in 2024–25, consistently outperforming statewide results. Asian students also demonstrated strong Science achievement, increasing from 60.50% in 2021–22 to 69.11% in 2024–25 and exceeding State averages throughout the four year period. Hispanic/Latino student performance, however, declined from 23.08% in 2021–22 to 11.76% in 2024–25, falling below State outcomes in 2023–24 and 2024–25. These results show that DCA's overall Science program is producing strong outcomes, while Hispanic/Latino student performance in Science remains an important area for targeted support and continued monitoring.

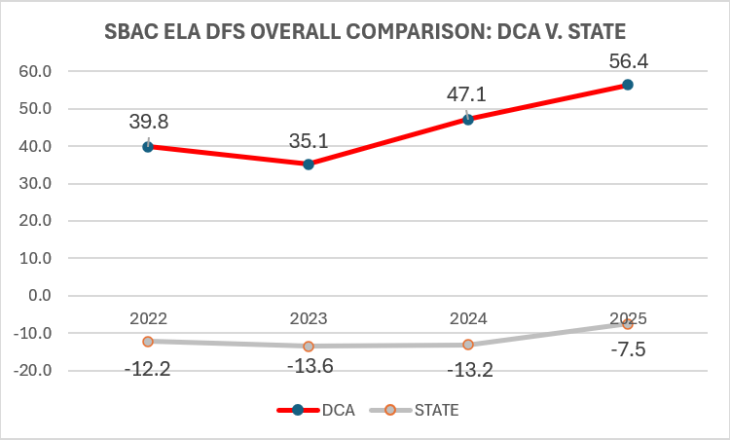
*Chart i.9: CAST Science Subgroup Performance from 2022 to 2025 Showing Percent of Students Meeting or Exceeding Standards for Socioeconomically Disadvantaged, Ever English Learner, Hispanic/Latino, and Asian Students at DCA Compared to the State of California*




**English Language Arts Distance from Standard**

DCA significantly outperforms the State in ELA, demonstrating consistently strong achievement and continued academic growth. From 2022 through 2025, DCA's SBAC ELA Distance from Standard remained well above the State each year. In 2022, DCA performed 39.8 points above standard, while the State was 12.2 points below standard. In 2023, DCA remained strong at 35.1 points above standard, compared to the State at 13.6 points below standard. DCA's performance increased to 47.1 points above standard in 2024 and reached 56.4 points above standard in 2025, while the State remained below standard at 13.2 points below standard in 2024 and 7.5 points below standard in 2025. These results show that DCA is not only outperforming the State by a substantial margin, but also improving over time. DCA's upward trajectory reflects the strength of the Charter School's instructional program, high expectations, data-driven teaching practices, and commitment to preparing students for success in high school, college, and beyond.

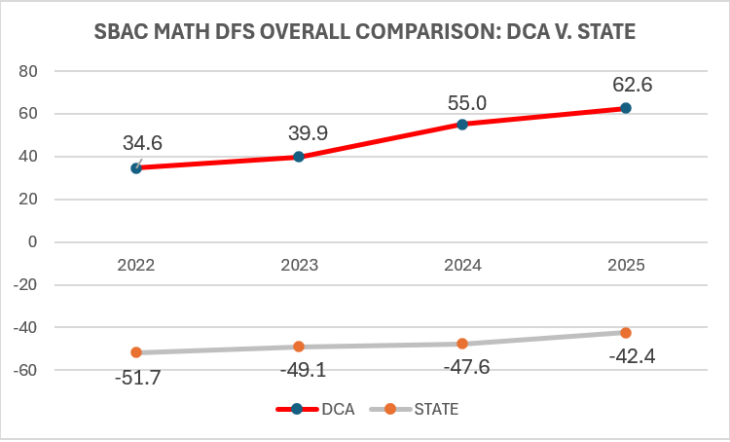
*Chart i.10: SBAC ELA Performance from 2022 to 2025 Showing the Distance from Standard at DCA Compared to the State of California*




**Mathematics Distance from Standard**

DCA's Mathematics results reflect a powerful and sustained pattern of achievement. From 2022 through 2025, DCA remained well above standard every year, while the State continued to perform below standard. In 2022, DCA was 34.6 points above standard, compared to the State at 51.7 points below standard. Rather than leveling off, DCA continued to improve, increasing to 39.9 points above standard in 2023, 55.0 points above standard in 2024, and 62.6 points above standard in 2025. This four-year trend shows both consistency and momentum. DCA not only maintained a significant advantage over the State, but also strengthened its performance each year. By 2025, the gap between DCA and the State was more than 100 points in Distance from Standard, with DCA at 62.6 points above standard and the State at 42.4 points below standard. These results demonstrate the effectiveness of DCA's math instruction, use of data, academic interventions, and high expectations for student learning. DCA's continued growth in Mathematics is especially impressive because the Charter School serves a high percentage of SED students, ELs, and students with diverse learning needs.

*Chart i.10: SBAC MATH Performance from 2022 to 2025 Showing the Distance from Standard at DCA Compared to the State of California*




**Stable Enrollment**

Downtown Charter Academy has maintained stable enrollment while continuing to serve a diverse and high-need student population. In 2025-26, DCA serves 318 students, returning to enrollment levels similar to earlier years in the charter term. The Charter School continues to serve a significant percentage of socioeconomically disadvantaged students, with 73.0% of students identified as SED in 2025-26. This reflects DCA's continued commitment to serving students and families who benefit from a structured, rigorous, and supportive middle school program.

DCA also serves students with varied language development and learning needs. In 2025-26, 16.0% of students are ELs and 7.9% are SWD. These data demonstrate the ongoing need for strong ELD, inclusive instructional practices, special education supports, intervention systems, and differentiated instruction. DCA's program is designed to ensure that students receive access to grade-level instruction while also receiving the academic, language, behavioral, and social-emotional supports necessary for success.

The Charter School's enrollment also reflects the diversity of Oakland. In 2025-26, DCA's student population is 74.8% Asian, 11.9% African American, 9.4% Hispanic, 1.6% Filipino, 1.3% Two or More Races, 0.6% White, and 0.3% American Indian or Alaska Native. These demographics demonstrate that DCA serves students from a wide range of racial, ethnic, cultural, and linguistic backgrounds. The Charter School's instructional program, student support systems, family engagement practices, and outreach efforts are therefore designed to be culturally responsive, inclusive, and accessible to the families it serves.

# Downtown Charter Academy 2027-2032

Overall, DCA's enrollment trends show a stable and mission-aligned middle school program that continues to serve historically underserved students, including SED students, ELs, SWD, and students from diverse racial and ethnic backgrounds. These data reinforce the need for DCA's continued operation as a high-performing public charter middle school option in Oakland.

*Table i.3: DCA Student Enrollment and Demographic Trends, 2018-19through 2025-26*

**Downtown Charter Academy**

| Year | Total Enrollment | Socioeconomically Disadvantaged | Students with Disabilities | English Learners | Foster or Homeless Youth | African American | Hispanic | Filipino | Two or More Races | White | Asian | American Indian | Pacific Islander |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2018-19 | 305 | 79.0% | 5.6% | 12.5% | 3.3% | 11.8% | 17.0% | 0.3% | 1.6% | 1.6% | 66.6% | 0.0% | 1.0% |
| 2019-20 | 326 | 77.6% | 6.7% | 12.9% | 0.3% | 9.5% | 16.6% | 0.9% | 0.6% | 1.2% | 70.9% | 0.0% | 0.3% |
| 2020-21 | 318 | 76.7% | 7.9% | 16.7% | 0.0% | 9.1% | 16.0% | 0.6% | 0.0% | 1.6% | 72.3% | 0.0% | 0.3% |
| 2021-22 | 271 | 74.2% | 8.1% | 21.4% | 1.1% | 4.1% | 14.8% | 0.7% | 1.5% | 1.5% | 77.1% | 0.4% | 0.0% |
| 2022-23 | 259 | 77.2% | 11.2% | 30.9% | 0.0% | 4.6% | 15.8% | 1.5% | 1.2% | 0.4% | 75.7% | 0.0% | 0.0% |
| 2023-24 | 259 | 61.4% | 8.1% | 23.9% | 0.0% | 6.6% | 13.1% | 1.2% | 1.2% | 0.4% | 77.6% | 0.0% | 0.0% |
| 2024-25 | 305 | 75.4% | 8.9% | 20.0% | 0.0% | 7.9% | 13.1% | 1.3% | 2.0% | 0.7% | 74.8% | 0.3% | 0.0% |
| 2025-26 | 318 | 73.0% | 7.9% | 16.0% | 0.0% | 11.9% | 9.4% | 1.6% | 1.3% | 0.6% | 74.8% | 0.3% | 0.0% |

Beyond the Dashboard and CAASPP measures, DCA demonstrates clear evidence of strong student performance, sustained academic achievement, exceptional student engagement, and meaningful progress in preparing middle school students for success in high school, college, and life. DCA's results show that the Charter School is not only meeting expectations, but significantly exceeding statewide performance in core academic areas while serving a diverse and high-need student population.

DCA has consistently demonstrated strong academic outcomes in both ELA and Mathematics. From 2022 through 2025, DCA performed well above the State in SBAC ELA Distance from Standard, increasing from 39.8 points above standard in 2022 to 56.4 points above standard in 2025. DCA also demonstrated exceptional growth in SBAC Mathematics, increasing from 34.6 points above standard in 2022 to 62.6 points above standard in 2025. These results are particularly significant because DCA serves a student population that includes 73.0% SED students, 16.0% ELs, and 7.9% SWD in 2025-26.

DCA also maintains exceptionally strong student engagement, as reflected in its very low chronic absenteeism rates. From 2021-22 through 2024-25, DCA's chronic absenteeism rate remained far below the State each year. In 2024-25, DCA's chronic absenteeism rate was 3.9%, compared to the State rate of 17.1%. This sustained pattern demonstrates that students are connected to school, families are engaged, and DCA maintains a safe, structured, and supportive school culture where students attend regularly and are positioned to learn.

As a middle school serving students in grades 6 through 8, DCA's postsecondary preparation is appropriately focused on ensuring students are academically, socially, and personally prepared for success in high school and future college pathways. DCA's mission is to provide a rigorous college preparatory education and character

development program that prepares students from underserved communities to succeed in high school, college, and life. The Charter School advances this mission by building strong academic foundations in ELA and Mathematics, developing student responsibility and perseverance, supporting attendance and engagement, and preparing students for the transition to high school.

During the renewal term, DCA will continue to build on these outcomes by sustaining high academic performance, strengthening targeted supports for ELs, SWD, and SED students, maintaining very low chronic absenteeism, and continuing to implement a rigorous middle school program that prepares students for long-term success. DCA will also continue working with AMPS as AMPS implements Operational Sustainability across the organization to further strengthen fiscal systems, compliance practices, staffing structures, enrollment planning, governance support, and long-term operational capacity.

**As demonstrated by the evidence above, DCA meets the renewal criteria for a High Performing Charter School under Education Code Section 47607(c)(2). As a High Performing Charter School, DCA is entitled to presumptive renewal approval and is eligible for a renewal term of five, six, or seven years. DCA respectfully requests presumptive approval of its charter renewal for a five-year term. This request reflects DCA's strong academic performance, continued benefit to Oakland students and families, and AMPS' responsible commitment to strengthening organization-wide operational sustainability while preserving DCA's high-quality educational program.**

# Downtown Charter Academy 2027-2032

## Element 1 – Educational Program

***"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, 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)***

***"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 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(c)(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(d))

**Western Association of Schools and Colleges (WASC) Accreditation**

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.

**Mathematics Placement Policy**

If Charter School serves ninth grade, 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 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:

[Choose one of the following tables according to the length of your requested charter term. Note: Although six-year and seven-year terms can be requested by a charter school in the high renewal tier, the OUSD Board will determine the length of the renewal term, and the inclusion of year 6 and/or year 7 below does not guarantee approval of the request.]

| - | Projected Student Enrollment for Each Year<br><br>by Grade Level and Total Enrollment | | | | | | |
|---|---|---|---|---|---|---|---|
| Grade Level | Year 1<br><br>20XX-20XX | Year 2<br><br>20XX-20XX | Year 3<br><br>20XX-20XX | Year 4<br><br>20XX-20XX | Year 5<br><br>20XX-20XX | Year 6<br><br>20XX-20XX<br><br>(if approved) | Year 7<br><br>20XX-20XX<br><br>(if approved) |
| TK | # | # | # | # | # | # | # |

| Downtown Charter Academy | 2027-2032 |
|---|---|

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| ~~K~~ | # | # | # | # | # | # | # |
| ~~1~~ | # | # | # | # | # | # | # |
| ~~2~~ | # | # | # | # | # | # | # |
| ~~3~~ | # | # | # | # | # | # | # |
| ~~4~~ | # | # | # | # | # | # | # |
| ~~5~~ | # | # | # | # | # | # | # |
| ~~6~~ | # | # | # | # | # | # | # |
| ~~7~~ | # | # | # | # | # | # | # |
| ~~8~~ | # | # | # | # | # | # | # |
| ~~9~~ | # | # | # | # | # | # | # |
| ~~10~~ | # | # | # | # | # | # | # |
| ~~11~~ | # | # | # | # | # | # | # |
| ~~12~~ | # | # | # | # | # | # | # |
| ~~Total~~ | ~~#~~ | ~~#~~ | ~~#~~ | ~~#~~ | ~~#~~ | ~~#~~ | ~~#~~ |

| | Projected Student Enrollment for Each Year<br>by Grade Level and Total Enrollment | | | | |
|---|---|---|---|---|---|
| Grade Level | Year 1<br>~~20XX~~2027-~~20XX~~2028 | Year 2<br>~~20XX~~2028-~~20XX~~2029 | Year 3<br>~~20XX~~-29-~~20XX~~2030 | Year 4<br>~~20XX~~2030-~~20XX~~2031 | Year 5<br>~~20XX~~2031-~~20XX~~2032 |
| TK | # | # | # | # | # |
| K | # | # | # | # | # |
| 1 | # | # | # | # | # |
| 2 | # | # | # | # | # |

| Downtown Charter Academy | 2027-2032 |
|---|---|

| | | | | | |
|---|---|---|---|---|---|
| 3 | # | # | # | # | # |
| 4 | # | # | # | # | # |
| 5 | # | # | # | # | # |
| 6 | # | # | # | # | # |
| 7 | # | # | # | # | # |
| 8 | # | # | # | # | # |
| 9 | # | # | # | # | # |
| 10 | # | # | # | # | # |
| 11 | # | # | # | # | # |
| 12 | # | # | # | # | # |
| Total | # | # | # | # | # |

| - | Projected Student Enrollment for Each Year by Grade Level and Total Enrollment | |
|---|---|---|
| Grade Level | Year 1 20XX-20XX | Year 2 20XX-20XX |
| TK | # | # |
| K | # | # |
| 1 | # | # |
| 2 | # | # |
| 3 | # | # |
| 4 | # | # |
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| | | |
|---|---|---|
| ~~6~~ | # | # |
| ~~7~~ | # | # |
| ~~8~~ | # | # |
| ~~9~~ | # | # |
| ~~10~~ | # | # |
| ~~11~~ | # | # |
| ~~12~~ | # | # |
| ~~Total~~ | # | # |

**Special Education**

We believe that students with and without disabilities learn best in classrooms that reflect the rich cultural, linguistic, and developmental diversity of our great city. Specialized Academic Instruction is provided at all Amethod (AMPS) Schools by Special Education teachers and support staff working under the direction of Special Educators

Focus:

- Academic Equity:
  - Special Education staff provides effective, targeted, evidence-based services in the least restrictive environment to support students to make meaningful progress toward grade-level standards and/or individual goals.
- Quality Professional Learning:
  - The Special Education Department develops and implements robust, multimodal, multi-tiered, effective professional learning opportunities.
- Post Secondary Readiness:
  - The Special Education Department partners with other teams and site personnel to ensure that each student with an IEP has meaningful pathway experiences, access to paid and supported employment experiences, and transition services grounded in students' own goals for their future as informed, engaged community members.
- Compliant, Quality IEPs:
  - The Special Education Department provides monitoring, training, and accountability to increase the number of timely, compliant, and asset-driven IEPs.

# Downtown Charter Academy 2027-2032

**Overview**

The Charter School shall be its own local educational agency ("LEA") and is a member of the El Dorado County Charter ("EDCOE") SELPA in conformity with Education Code Section 47641(a). Please see Appendix C for Letter of Acceptance.

As an LEA member of the SELPA, the Charter School shall receive state and federal revenues directly, in accordance with the SELPA's allocation plan.

The Charter School shall comply with all state and federal laws related to the provision of special education instruction and related services and all SELPA policies and procedures; and shall utilize appropriate SELPA forms.

The Charter School may seek resources and 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.

The Charter School shall be solely responsible for its compliance with Section 504 and the ADA.

**Supporting Section 504 Students**

Kidinnu Academy identifies and supports students who may have a disability under Section 504 of the Rehabilitation Act. Students who qualify for a Section 504 Plan receive accommodations and supports necessary to access the Charter School's educational program. Staff implement Section 504 Plans and monitor student access and progress. Parents or guardians are included in the Section 504 process, and plans are reviewed periodically or when there is a significant change in student need.

Section 504 accommodations may include extended time, preferential seating, health supports, breaks, modified assignments, assistive technology, behavior supports, access supports, or other accommodations based on student need. Kidinnu Academy ensures that students with Section 504 Plans are provided equal access to academic instruction, assessments, activities, programs, and services.

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. A student who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment, is eligible for protections under Section 504.

A Section 504 team will be assembled by the Principal or designee 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 Section 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 Section 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 Section 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 Section 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 Section 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 Section 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 Section 504 team.

If the Section 504 team finds the student to have a disability under Section 504, the Section 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives a FAPE. In developing the Section 504 Plan, the Section 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 Section 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary.

All Section 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 Section 504 Plan. The Site Director or designee will ensure that teachers include Section 504 Plans with lesson plans for short-term substitutes and that they review the Section 504 Plan with a long-term substitute. A copy of the Section 504 Plan shall be maintained in the student's file. Each student's Section 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.

**Services for Students under the IDEA**

The following description regarding how special education and related services shall be provided and funded by the Charter School for the sole purpose of providing a reasonably comprehensive description of the special education program in the Charter Petition. The specific manner in which special education and related services shall be provided and funded shall be set forth in an agreement, delineating the respective responsibilities of the Charter School and the EDCOE SELPA.

The Charter School shall provide special education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA.

The Charter School shall provide services for special education students enrolled in the Charter School regardless of their district of residence. The Charter School shall 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/guardian complaints and maintaining the confidentiality of pupil records.

The Charter School agrees to promptly respond to all SELPA or District inquiries, to comply with reasonable directives from the SELPA or the District, and to allow the SELPA or the District access to the Charter School students, staff, facilities, equipment and records as required or imposed by law.

***Special Education Strategies for Instruction and Services***

The Charter School reserves the right to contract with agencies and vendors outside of the authorizer, when appropriate, to secure special education services, including administrative support services as needed.

The general education program at Kidinnu Academy will provide a wide range of strategic and intensive learning opportunities designed to meet the diverse needs of all students, including SWD. These strategies will be integrated into the Charter School's inclusive instructional model to ensure that all students, regardless of ability, have equitable access to rigorous, standards-based learning. The following general education strategies will be implemented to support SWD at Kidinnu Academy:

- **Collaborative Co-Teaching:** General education and special education teachers will work together in shared classrooms to deliver instruction, provide differentiated supports, and monitor progress toward academic goals.
- **Universal Design for Learning:** Instruction will be planned using UDL principles to provide multiple means of engagement, representation, and expression, ensuring that all students can access the curriculum and demonstrate mastery in ways that align with their strengths.
- **Blended and Technology-Integrated Learning:** Teachers will use adaptive learning tools to personalize instruction and monitor student growth in real time, offering targeted feedback and interventions.
- **Extended Learning Opportunities:** Students will have access to extended learning time through after-school tutoring, enrichment, and intersession programs to close learning gaps and reinforce key skills.
- **Built-In Reteaching and Mastery Cycles:** The mastery-based model will include intentional reteaching opportunities embedded in instructional units to ensure that students demonstrate proficiency before advancing.
- **Differentiated Instruction and Scaffolding:** Lessons will include multiple levels of support, flexible grouping, and modified assignments to meet the unique learning profiles of each student.
- **Targeted Interventions in Reading, Writing, and Mathematics:** Evidence-based intervention programs will provide intensive small-group instruction to address foundational skill gaps, with frequent progress monitoring and data-informed adjustments.
- **Specialized Academic Tutoring:** One-on-one and small group tutoring will focus on individual student goals, with coordination between general education, special education, and paraprofessional staff to ensure continuity of support.
- **Small Group and Push-In Supports:** Instructional aides and special education staff will provide in-class assistance and targeted skill development aligned with IEP goals, including reading, writing, math, fine motor, and executive functioning skills.
- **Social-Emotional and Behavioral Supports:** Through the Charter School's PBIS framework SEL curriculum, students will receive additional supports for self-regulation, motivation, and social-emotional growth.

These strategies will ensure that DCA's SWD are fully included in the general education setting while receiving the specialized supports needed to achieve academic success, personal growth, and secondary readiness.

***Staffing***

All special education services at the Charter School shall be delivered by individuals or agencies qualified to provide special education services as required by the Education Code and the IDEA. The Charter School staff shall participate in District or SELPA in-service training relating to special education.

The Charter School shall 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 is qualified pursuant to SELPA policies, as well as meet all legal requirements. The Charter School shall be responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to the Charter School students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists.

***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 shall adopt and implement policies relating to all special education issues and referrals.

***Identification and Referral***

The Charter School shall have the responsibility to identify, refer, and work cooperatively in locating the Charter School students who have or may have exceptional needs that qualify them to receive special education services. The Charter School shall implement SELPA policies and procedures to ensure timely identification and referral of students who have, or may have, such exceptional needs. A pupil shall be referred for special education only after the resources of the general education program have been considered, and where appropriate, utilized.

The Charter School shall 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.

***Assessments***

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 shall 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 the Charter School students.

***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 general education classroom; the student, if appropriate; the student's parent/guardian; and other Charter School representatives who are knowledgeable about the general 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/guardian 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/guardians 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.

***Interim and Initial Placements of New Charter School Students***

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/guardian, for a period not to exceed thirty (30) days, by which time the 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/guardian 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/guardians, 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.

***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.

***Non-Discrimination Statement***

It is understood and agreed that all children shall 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 their disability or due to the student's request for, or actual need for, special education services.

***Parent/Guardian Concerns and Complaints***

The Charter School shall adopt policies for responding to parent/guardian concerns or complaints related to special education services. The Charter School shall receive any concerns raised by parents/guardians regarding related services and rights.

The Charter School's designated representative shall investigate as necessary, respond to, and address the parent/guardian concern or complaint.

***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 the parents/guardians file for a due process hearing, or request mediation, the Charter School shall defend the case.

***SELPA Representation***

The Charter School understands that it shall represent itself at all SELPA meetings.

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***Funding***

The Charter School understands that it shall be subject to the allocation plan of the SELPA.

***Parents/Guardians with Disabilities***

Communications with parents/guardians with disabilities must be as effective as communications with other parents/guardians. Appropriate auxiliary aids and services (such as Braille materials or a sign language interpreter) will be made available whenever they are necessary to ensure equally effective communication with parents/guardians with hearing, vision, or speech disability.

# Downtown Charter Academy 2027-2032

## TARGETED STUDENT POPULATIONS AND COMMUNITY NEED

Downtown Charter Academy ("DCA") is located in Downtown Oakland and serves students and families seeking a rigorous, structured, college preparatory middle school program. Established in 2014, DCA is part of Amethod Public Schools ("AMPS") and has developed as a neighborhood middle school option for Oakland families. DCA's school profile states that the Charter School serves students in grades 6 through 8 and is grounded in the belief that all students can achieve their academic goals, attend college, and succeed in life.

DCA seeks to educate middle school students from historically underserved communities, including SED students, ELs, SWD, and students from diverse racial, ethnic, linguistic, and cultural backgrounds. DCA serves students in grades 6 through 8. In 2025-26, DCA serves 318 students. The Charter School's student population reflects both the diversity and the needs of the Oakland community. In 2025-26, 73.0% of DCA students are socioeconomically disadvantaged, 16.0% are ELs, 7.9% are SWD, and 0.0% are foster youth. The Charter School's racial and ethnic composition includes 74.8% Asian students, 11.9% African American students, 9.4% Hispanic students, 1.6% Filipino students, 1.3% Two or More Races students, 0.6% White students, and 0.3% American Indian or Alaska Native students. This demonstrates a continuing need for a middle school program that provides strong academic preparation, structured student supports, family engagement, and access to rigorous instruction for students who may face economic and educational barriers.

While Oakland is rich in culture, resilience, and opportunity, many families continue to face significant economic and educational challenges. For DCA families, these challenges are reflected in the Charter School's 2025-26 enrollment data, with nearly three-fourths of students identified as socioeconomically disadvantaged. These students may experience barriers related to access to academic enrichment, technology, transportation, stable housing, health care, and other resources that can affect attendance, academic performance, and family engagement. DCA's educational program is designed to respond to these needs through high expectations, strong instruction, structured academic support, family communication, and a school culture focused on student achievement and preparation for the future.

DCA also serves students with language development and learning needs that require intentional support. With 16.0% of students identified as ELs in 2025-26, the Charter School provides a program that must support access to grade-level instruction while building English language proficiency, academic vocabulary, structured student discourse, and writing skills across content areas. With 7.9% of students identified as SWD, DCA must also ensure access to inclusive practices, accommodations, special education and related services, progress monitoring, and collaboration between general education and special education staff.

# Downtown Charter Academy 2027-2032

DCA, established in 2014, has become a strong middle school option for Oakland families seeking a rigorous academic environment, character development, and personalized support. As part of Amethod Public Schools, DCA is grounded in the belief that all students can achieve their academic goals, attend college, and succeed in life. The Charter School serves students during a critical developmental period when they are building academic independence, study habits, self-advocacy, social-emotional skills, and readiness for high school.

**Mission and Vision Aligned with the Target Population**

At Downtown Charter Academy, our mission is to provide a rigorous college preparatory education and character development program that prepares students from underserved communities to succeed in high school, college, and life. The Charter School's vision is to cultivate a structured, inclusive, and achievement-oriented middle school community where students develop the academic skills, personal responsibility, perseverance, confidence, and character needed to thrive in high school, college, career, and civic life.

**Needs and Challenges of the Student Groups to Be Served**

DCA's student population demonstrates the continued need for a high-quality public middle school program that combines academic rigor with targeted support. The Charter School seeks to ensure that students excel inside and outside of the classroom, develop the habits and skills needed for long-term success, and become prepared to contribute positively to their families, communities, and future educational pathways.

Middle school students also face important developmental transitions as they move from elementary school toward high school readiness. DCA students need support in academic organization, study habits, executive functioning, social-emotional development, peer relationships, attendance, behavior expectations, and preparation for high school coursework. DCA's middle school program is designed to address these needs through clear expectations, strong teacher-student relationships, academic support, character development, college preparatory culture, and a safe and focused learning environment.

Through its educational program, DCA seeks to meet the needs of students who require both rigor and support. The Charter School's student population demonstrates the continued need for a high-quality public middle school option that provides academic preparation, language development, special education support, culturally responsive practices, family partnership, and a schoolwide culture focused on achievement, responsibility, and long-term student success.

~~**[Describe how the charter school will provide special education services, including but not limited to the following:**~~

~~**Whether the charter school will join a special education local plan area (SELPA) as a local educational agency (LEA) (Ed. Code 47641), or be**~~

~~deemed a school of the district. (Ed. Code 47646). Identity the SELPA that the charter school will join.~~

~~How the school will identify students who qualify for special education.~~

~~How the school will provide special education services in compliance with the Individuals with Disabilities in Education Act.~~

~~How the school understands, and will meet, its responsibilities to students receiving special education services.~~

~~How the charter school will pay for special education services.]~~

## Mission Statement

Amethod Public Schools seeks 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 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~~ Amethod Public Schools fosters students' motivation and belief in ~~perseverance and~~ academic achievement and goals. We are a free and public charter school network 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~~mselves~~,~~ and ~~encourage~~ challenge ~~every~~ all familie~~s~~y to expect more from their schools, themselves, and their ~~children~~children for a prospective future for the next generation.

## Amethod Public Schools (AMPS) - Core Values

# Downtown Charter Academy 2027-2032

Our core values represent the pillars that guide the mission of the AMPS organization:

- **Students First:** Focusing on students as the priority ensures that all decisions and actions are geared toward their best interests, well-being, and academic growth. This value fosters a student-centered culture, where the needs and development of learners come before anything else.
- **Adaptability:** In a rapidly changing world, adaptability is key for both students and educators. This value empowers the school community to embrace change, innovate, and stay flexible when faced with new challenges. It also encourages resilience in students, helping them thrive in diverse situations.
- **Responsibility:** Instilling a sense of responsibility in students and staff promotes accountability and integrity. It encourages everyone to take ownership of their actions, decisions, and contributions to the school community, cultivating a culture of trust and dependability.
- **Perseverance:** Perseverance teaches the value of hard work, persistence, and grit. It helps students and staff develop the mindset to overcome obstacles, stay committed to their goals, and keep pushing forward despite difficulties. This value fosters resilience and growth.
- **Commitment to Distinction:** Striving for excellence and standing out in all areas—academically, socially, and professionally—demonstrates the school's dedication to being a top-tier institution. This value drives continuous improvement, motivating both students and staff to aim for high standards and maintain a culture of excellence.

~~**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.

**Educational Philosophy**

DCA's educational philosophy reflects AMPS' belief that all students, including students from historically underserved communities, deserve access to a rigorous, high-quality public education that prepares them for success in high school, college, career, and life. AMPS, the Charter Management Organization for DCA, believes that higher education and strong academic preparation are among the surest pathways to future opportunity and that high expectations for all students are essential to academic progress.

Drawing the best from every student requires a shared commitment from teachers, families, administrators, students, and the broader school community. DCA believes that students succeed when schools uphold high expectations, recruit and retain highly effective teachers, implement systems that ensure academic rigor, provide relevant professional development, use data to guide instruction and support, and maintain a strong partnership with families.

DCA understands the importance of using research-based instructional practices to promote student achievement. Staff are trained to utilize standards-based and research-supported curriculum, incorporate State Standards into instruction, align assessments to State Standards, implement supplemental instructional programs that support student learning, and design instruction that reflects effective teaching practices, differentiation, and the needs of diverse learners.

DCA is committed to fostering an educational environment where equity is central to teaching, learning, school culture, and student support. The Charter School recognizes that students come to school with different strengths, experiences, needs, and opportunities, and DCA continuously works to ensure that all students receive the support, challenge, and resources necessary to thrive. This includes particular attention to SED students, ELs, SWD, and other students who may benefit from targeted academic, social-emotional, language development, or behavioral supports.

The AMPS organizational framework encourages students and families to understand that commitment to a rigorous academic program and the development of a strong work ethic are essential to long-term success. DCA seeks to teach students to move beyond their academic comfort zones, embrace challenging work, build perseverance, and see rigorous coursework as preparation for future opportunity.

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DCA strives to create a learning environment where students feel seen, valued, supported, and empowered. Through high expectations, strong relationships, academic supports, character development, and a structured school culture, DCA helps students build the habits of scholarship, responsibility, self-advocacy, and resilience. DCA's goal is not only to prepare students for high school and future college pathways, but also to help them become confident learners, thoughtful problem solvers, and positive contributors to their families and communities.

~~**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.**~~

# Downtown Charter Academy 2027-2032

~~**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.**~~

***The Five Successful Strategies for an AMPS Middle School***

Parents/Guardians sending their ~~children~~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~~"works" for them 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/guardians and families as well. School administrators are sometimes faced with parents/guardians who are unaware of their ~~child~~student's absence from school or, worse, which are aware but quite willing to make excuses for the absence. There are several reasons why regular school attendance 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 from the teacher. Absenteeism hurts the school and organization. State financial support for schools is linked to student attendance. When students are absent the school loses funding. 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~~student 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/guardians 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

5) self-management, build positive relationships, and resolve their own conflicts. For middle school students, these skills are especially important as they build independence, navigate peer relationships, manage academic expectations, and prepare for the transition to high school.

6) ***High Expectations for All Students:*** At DCA, there are high expectations for all students. DCA ensures that every student has access to rigorous, standards-aligned coursework so that every student is prepared for high school coursework and has a strong foundation for advanced and/or honors college preparatory high school courses. ~~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 and~~DCA is an academically focused school system, ~~we require~~students are expected to engage in 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~~DCA also has high standards for student behavior and expect all staff, parents/guardians, 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, listen respectfully to ~~track all~~ speakers and presenters, participate in student competitions ~~(e.g.,~~ such as spelling or geography bees~~)~~, and greet school visitors appropriately. Students also have the opportunity to help their community ~~though~~through volunteer

programs and activities.

Teachers are expected to use an appropriate mix of instructional techniques ~~such as~~, including direct instruction, guided practice, feedback through engagement, and individual ~~student~~ practice in ~~their~~ lessons that reinforce the character education expectations and keep ~~the~~ character goals active and present throughout the ~~lessons~~instructional program. DCA students acquire life skills that help them build ~~provide a~~ meaningful connections to ~~society~~their school, families, and broader community.

The goal for all ~~of our~~ students is to develop an understanding that education is ~~imperative~~ essential ~~for~~ to their future~~,~~ and ~~absolutely~~ necessary for ~~their~~ success in adulthood. ~~It is our intent~~DCA seeks to establish a school culture where diligence, perseverance, responsibility, and respect are valued, and ~~creativity are respected, and~~ where students ~~feel responsible for~~ learn to take ownership of their ~~own~~ education ~~is the ultimate goal~~and future success.

## ATTENDANCE

### Academic Calendar

DCA is committed to ensuring that students have the time and opportunity to learn while also maintaining school breaks that allow students to spend meaningful time with their families and friends. DCA follows the AMPS academic calendar, which is developed organization-wide and implemented across AMPS schools, subject to annual approval and adjustment. In 2027-28, DCA anticipates offering at least 180 instructional days to support student learning, academic achievement, and preparation for high school, college, and life.

In addition to meeting or exceeding required instructional days and minutes, DCA anticipates providing additional learning opportunities that support the implementation of the Charter School's mission. These may include intervention, tutoring, academic support, enrichment, extended learning opportunities, after-school programming, summer school, and other targeted supports for students as needed. These additional opportunities are designed to help students strengthen foundational skills, accelerate academic growth, receive individualized support, and remain connected to a structured and supportive school community.

Charter School will have at least 175 days of instruction and for each fiscal year, offer, at a minimum, the following number of minutes of instruction:

(A) To pupils in grades 6 to 8, inclusive, 54,000 minutes.

### Bell Schedule

DCA has developed a bell schedule that exceeds the required number of instructional minutes for all grade levels. DCA's students attend a full-day schedule Monday through Thursday from 8:30 a.m. to 3:32 p.m., totaling 422 minutes per day, and a shortened

Friday schedule from 8:30 a.m. to 12:45 p.m., totaling 255 minutes. Monday through Thursday, students receive core instruction in ELA, Math, History, and Science, along with ELA and Math intervention, Physical Education, Music and Film, and ELD for ELs based on the elective schedule. On Fridays, students receive core instruction through a shortened schedule that supports instructional continuity while allowing time for school planning, collaboration, professional development, or operational needs. Bell schedules are subject to change to address the needs of students and to ensure DCA continues to meet or exceed applicable instructional minute requirements.

~~**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~~DCA believes that a strong academic foundation in the middle grades is essential to preparing students for success in high school, college, career, and life. In an increasingly competitive, fast-paced, and technology-driven world, students must be

prepared to think critically, communicate effectively, collaborate with others, analyze information, solve problems, adapt to change, and continue learning throughout their lives. DCA's educational program is designed to help students develop these skills while also building the academic habits, discipline, confidence, and character necessary for long-term success.~~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.~~

DCA's mission is to provide a rigorous college preparatory education and character development program that prepares students from underserved communities to succeed in college and beyond. This mission reflects AMPS' belief that higher education and strong academic preparation are among the surest pathways to future opportunity. DCA also recognizes that middle school is a critical time for students to develop the foundational academic skills, study habits, perseverance, and self-advocacy needed to succeed in high school and future college pathways.~~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.~~

DCA students are taught to think, not what to think. The Charter School emphasizes analytical reading, mathematical reasoning, reading comprehension, written and oral communication, problem solving, and the ability to apply knowledge in meaningful ways. Students are expected to engage with challenging content, ask questions, explain their reasoning, work collaboratively, and develop the confidence to approach complex academic tasks. These skills help students build the foundation necessary for success in high school coursework and future college preparatory opportunities.~~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~~

DCA also believes that academic success requires the development of a strong work ethic. Students are encouraged to persevere through academic and personal challenges, take responsibility for their learning, adapt when faced with difficulty, and strive for distinction in their work and conduct. These expectations align with AMPS' core values of Students First, Be Adaptable, Persevere, Take Responsibility, and Commitment to Distinction. Through these values, DCA helps students understand that success is built through consistent effort, personal responsibility, resilience, and a willingness to grow.

DCA's program is especially important for students from historically underserved communities who may face barriers to academic opportunity, enrichment, and long-term college access. Regardless of background, economic standing, language status, disability, or prior academic preparation, DCA's responsibility is to provide students with rigorous instruction, effective teachers, targeted supports, a safe and structured school culture, and the confidence to pursue ambitious goals. The Charter School seeks to ensure that every student is prepared not only to succeed in school, but also to become a thoughtful, capable, and contributing member of the broader community. ~~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.~~

DCA exists to strengthen the pathway to high school, college, and future opportunity by ensuring that students leave middle school with the knowledge, skills, habits, and character necessary to thrive. Through rigorous academics, character development, high expectations, and strong student support systems, DCA prepares students to meet the challenges of the 21st century with persistence, adaptability, curiosity, responsibility, and confidence.~~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.~~

## Goals to Enable Students to Become and Remain Self-Motivated, Competent, and Lifelong Learners

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The Charter School has developed goals that will enable students to become and remain self-motivated, competent, and lifelong learners who are able to develop and utilize the above skills in the classroom and apply them insightfully to the world around them. The Charter School believes that an educated person in the 21st century should possess a comprehensive set of academic and nonacademic skills and qualities that are important for an educated person.

Academic Skills and Qualities:

- Core Academic Skills - A solid foundation in core academic areas as defined by state curricular standards.
- Digital Literacy - Mastery of ongoing learning in the effective use of digital technologies and communication tools.
- Effective Communication - The ability to communicate confidently and effectively, both orally and in writing, with diverse audiences.
- Critical and Creative Thinking - The capacity to think critically and creatively, employing various strategies to solve problems.
- Quantitative Reasoning - Proficiency in quantitative thinking, including data analysis and the application of theories and processes to make informed decisions.

Nonacademic Skills and Qualities:

- Executive Function Skills - The ability to work both independently and cooperatively, demonstrating strong executive function skills.
- Personal Integrity and Motivation - Personal integrity, morality, self-motivation, and self-esteem.
- Lifelong Learning - A commitment to and ability to engage in lifelong learning, encompassing informal learning, on-the-job training, and formal educational achievements.
- Navigational Skills - The ability to navigate institutions, cultures, and systems within their chosen professions.
- Civic Engagement - The skills and willingness to engage in the responsibilities of citizenship.

**The Charter School's Approach to Education**

DCA adopts a student-centered approach to learning that combines rigorous, standards-aligned instruction with meaningful opportunities for students to think

critically, communicate effectively, collaborate with peers, and apply their learning. The Charter School's instructional program is designed to ensure that students build strong academic foundations in ELA, Mathematics, Science, and History while also developing the habits, confidence, and character necessary for success in high school, college, and life.

DCA teachers use active learning strategies that encourage students to participate in discussions, explain their reasoning, engage with challenging texts and problems, complete individual and collaborative tasks, and demonstrate understanding in multiple ways. When appropriate, teachers incorporate projects, inquiry, real-world examples, and applied learning opportunities that allow students to make connections across content areas and develop problem-solving skills.

DCA also uses digital platforms and instructional technology to support learning, communication, assessment, intervention, and access to academic resources. Technology is used as a tool to enhance instruction, support differentiated learning, monitor student progress, and prepare students to use digital resources responsibly and effectively.

A well-educated person understands that the world is constantly changing and is prepared to continue learning, adapting, and growing. DCA prepares students to analyze information, consider multiple perspectives, make informed decisions, communicate clearly, and approach challenges with persistence and curiosity. Through rigorous academics, character development, structured supports, and high expectations, DCA prepares students not only for academic success, but also for future opportunity and their roles as informed, engaged, and contributing members of their communities.

**HOW LEARNING BEST OCCURS**

DCA believes that optimal learning occurs when students are provided with a rigorous academic curriculum, highly effective instruction, strong student support systems, clear expectations, and a safe, structured, and inclusive learning environment. The Charter School's instructional program is designed to support high student achievement by ensuring that students have access to standards-aligned instruction, targeted academic supports, consistent classroom routines, and meaningful opportunities to engage in critical thinking, collaboration, communication, and problem solving.

DCA uses data and analysis to guide instructional decision-making and continuous improvement. The Charter School collects and reviews achievement data, grade performance, attendance data, behavior data, suspension data, intervention data, and other relevant student information to evaluate the effectiveness of the educational

program and identify areas where students need additional support or challenge. Teachers and school leaders use this information to monitor student progress, adjust instruction, provide intervention, strengthen classroom practice, and support improved outcomes for all students.

A core component of DCA's instructional model is the prioritization of core academic content. Students receive instruction in ELA, Mathematics, Science, and History, with additional academic support and intervention provided as needed. DCA also provides opportunities for students to receive support during the school day and through available extended learning or tutoring opportunities. This structure allows students to strengthen foundational skills, access grade-level content, and receive targeted support in areas of need.

DCA also believes that learning occurs best in classrooms that are safe, orderly, engaging, and focused on academic achievement. Effective teaching requires clear lesson design, strong classroom routines, active student engagement, frequent checks for understanding, timely feedback, and responsive instruction. Teachers are expected to create classrooms where students know what they are learning, understand expectations, participate actively, and receive the support necessary to make progress toward grade-level standards.

To support instructional quality, DCA and AMPS use an instructional rubric for teachers that defines expectations for effective practice. The rubric supports teacher development and coaching in key areas such as purposeful planning, effective instruction, data use and assessment, classroom management, and professionalism. Through classroom observations, coaching conversations, feedback, professional development, and reflection, teachers are supported in strengthening lesson design, student engagement, assessment practices, differentiation, classroom culture, and professional responsibilities.

DCA's approach to instruction reflects the belief that all students can achieve at high levels when they are provided with rigorous academics, effective teachers, structured support, and a school culture that promotes responsibility, perseverance, and commitment to distinction. Through this combination of high expectations, data-informed instruction, strong relationships, and targeted support, DCA prepares students to succeed in middle school and to enter high school ready for future academic success.

~~**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

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**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**

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~~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~~DESIGN

### Instructional Design Framework and Alignment to Student Need

DCA's instructional design is grounded in the belief that all students learn best when they are provided with rigorous State Standards-aligned instruction, clear learning expectations, strong classroom culture, targeted academic supports, and meaningful opportunities to engage in thinking, discussion, practice, and application. DCA implements a site-based, classroom-based middle school program that serves students in grades 6 through 8 and prepares students for success in high school, college, career, and life.

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DCA's instructional design is aligned to the needs of its target student population, including SED students, ELs, SWD, RFEP students, academically low-achieving students, academically high-achieving students, and students from diverse racial, ethnic, linguistic, and cultural backgrounds. The Charter School provides a structured learning environment that combines high expectations with academic, behavioral, attendance, language development, and social-emotional supports. DCA's model is designed to ensure that students have access to grade-level instruction while also receiving the scaffolds, interventions, enrichment, and acceleration necessary to support individual growth.

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***Learning Setting***

DCA operates as a site-based instructional program. Students attend school in person and participate in a structured middle school schedule that includes core instruction, intervention, enrichment, student support, and schoolwide culture-building. The learning setting is teacher-led and classroom-based, supported by technology, digital platforms, assessment tools, and student information systems that help teachers monitor student progress and provide targeted support.

Technology is used as a tool to enhance instruction, not to replace the teacher. Teachers use approved digital platforms to support instruction, assessment, intervention, communication, student practice, and access to academic resources. Students use technology to engage with content, demonstrate learning, complete assignments, receive feedback, and build responsible digital learning habits.

***Universal Design for Learning***

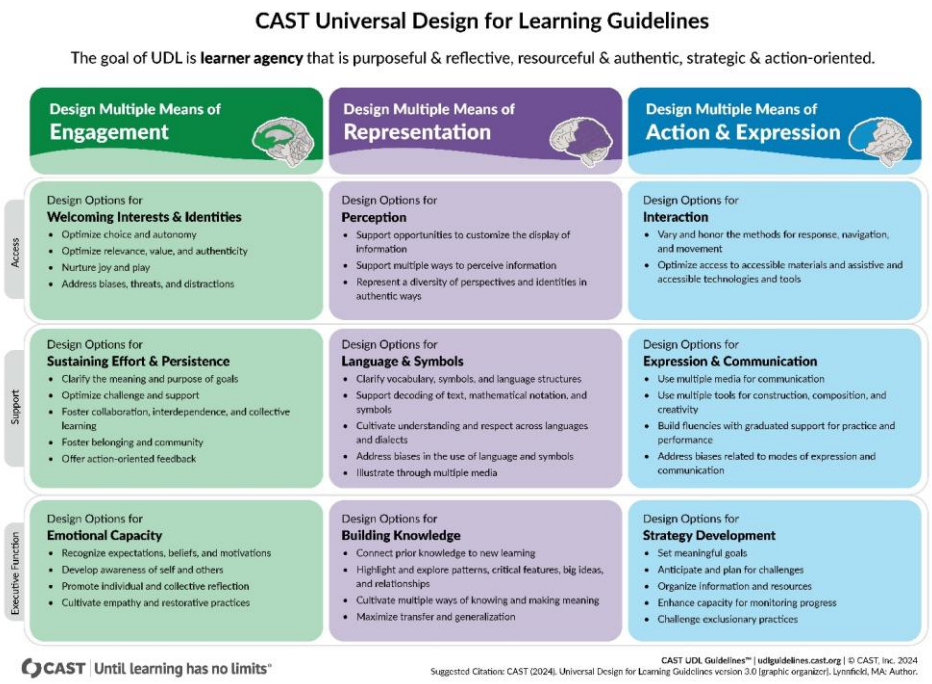
DCA uses Universal Design for Learning as a foundation for instructional planning. Teachers design lessons with attention to multiple means of engagement, representation, and expression so that students can access rigorous learning, participate meaningfully, and demonstrate understanding in different ways.[1] This approach supports all learners, including ELs, SWD, students requiring intervention, students who need additional challenge, and students with varied learning styles, strengths, and experiences.

Through UDL, teachers proactively identify barriers to learning and plan supports before students experience failure. Instruction may include visual supports, modeling, structured academic discourse, sentence frames, graphic organizers, guided notes, manipulatives, vocabulary supports, opportunities for collaboration, flexible grouping, student choice when appropriate, and multiple ways for students to demonstrate mastery. UDL allows DCA to maintain high expectations while providing access points that help students engage with grade-level content.

[1] CAST. (2024). Universal Design for Learning Guidelines 3.0.

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*Graphic 1.1: CAST Universal Design for Learning Guidelines*




***Standards-Aligned Core Instruction***

DCA's instructional program prioritizes mastery of State Standards in the core curriculum areas. Teachers provide instruction in ELA, Mathematics, Science, and History, along with academic intervention, ELD for ELs, and other instructional supports based on student need. Core instruction is designed to build foundational skills, academic vocabulary, content knowledge, reading comprehension, writing ability, mathematical reasoning, analytical thinking, and problem-solving skills.

Teachers use a balanced instructional model that includes explicit instruction, modeling, guided practice, collaborative learning, independent practice, checks for understanding, academic discourse, feedback, and reteaching. Lessons are designed around clear learning objectives and aligned assessments. Teachers activate prior knowledge, introduce new content in manageable steps, provide opportunities for students to practice with support, check for understanding throughout the lesson, and adjust instruction based on student responses and evidence of learning.

***Instructional Strategies to Support Student Mastery***

DCA teachers use instructional strategies that are responsive to student needs and aligned to effective teaching practices. These strategies include direct instruction, close reading, writing across content areas, mathematical reasoning, academic discussion, inquiry, applied learning, small group instruction, collaborative problem-solving, independent practice, formative assessment, and timely feedback. Teachers provide opportunities for students to explain their reasoning, use academic language, engage with complex texts and tasks, and apply knowledge in meaningful ways.

Instruction is designed to be active and purposeful. Students are expected to participate, ask questions, defend their thinking, work collaboratively, and take ownership of their learning. Teachers use frequent checks for understanding, exit tickets, quizzes, student work analysis, discussion protocols, and classroom assessments to determine whether students are mastering content and where reteaching or extension is needed.

***Differentiation and Small Group Support***

Differentiation is an essential part of DCA's instructional design. Teachers use assessment data, student work, classroom observations, language proficiency data, IEPs, Section 504 Plans, and intervention data to identify student strengths and needs. Based on this information, teachers adjust instruction through content, process, product, pacing, grouping, scaffolding, intervention, enrichment, and extension activities.

Students who need additional support may receive reteaching, targeted skill practice, small group instruction, tutoring, intervention, and progress monitoring. Students who demonstrate mastery may receive more complex texts, advanced tasks, enrichment activities, independent inquiry, project-based opportunities, leadership roles, and opportunities to deepen or extend their learning. Differentiation ensures that all students are challenged appropriately and supported in making academic progress.

***Reading and Mathematics Intervention***

DCA uses evidence-based intervention practices to support students who need additional help in reading and Mathematics. For students needing reading support, teachers focus on skill-specific instruction, including decoding when needed, fluency, vocabulary, comprehension, writing, and engagement with grade-level texts. Current research on reading interventions for students in grades 4 through 9 emphasizes the importance of explicit, targeted intervention aligned to student need.[2]

In Mathematics, DCA uses assessment data and classroom performance to identify student misconceptions, unfinished learning, and readiness for extension. Teachers provide targeted instruction, modeling, guided practice, mathematical discourse,

[2] Institute of Education Sciences, What Works Clearinghouse. (2022). Providing reading interventions for students in grades 4–9. U.S. Department of Education.

problem-solving opportunities, and progress monitoring. Math intervention focuses on conceptual understanding, procedural fluency, problem solving, academic vocabulary, and application.[3]

***Individual Learning Plan***

DCA uses an Individual Learning Plan ("ILP") as a tool to individualize instruction and support students who need more targeted academic assistance. The ILP helps teachers, school leaders, tutors, students, and families identify a student's strengths, areas of need, current performance data, and specific goals for improvement. An ILP may be considered for students whose achievement in two or more core classes falls below passing levels, or for students who demonstrate significant academic need based on classroom performance, formative assessments, benchmark data, teacher observation, or other available measures.

Before an ILP is implemented, teachers attempt classroom-based supports and modifications through the general education program, such as preferential seating, guided notes, small group instruction, reteaching, targeted practice, teacher check-ins, or other appropriate supports. If the student continues to struggle, the ILP may provide more targeted intervention through small group instruction, tutoring, technology-based practice, intervention materials, after-school support, or focused skill development during available support periods. The plan identifies specific skills, strategies, timelines, staff responsibilities, and progress monitoring measures, and may be continued, revised, intensified, or faded based on student growth and response to intervention.

***Multi-Tiered System of Supports and Response to Instruction and Intervention***

DCA ensures high-quality Conditions for Student Learning for all students through a Multi-Tiered System of Supports ("MTSS") and Response to Instruction and Intervention ("RtI²"). MTSS is an integrated, comprehensive framework that focuses on State Standards, core instruction, differentiated learning, student-centered learning, individualized student needs, and the alignment of systems necessary for students' academic, behavioral, attendance, and social-emotional success. MTSS offers the potential to create needed systemic change through the intentional design and redesign of services and supports that quickly identify and match student needs with appropriate interventions.

California's long-standing history of support systems includes RtI² processes, special education services, Title I and Title III programs, services for ELs, and supports for academically high-achieving students. MTSS builds on these foundations by aligning systems, initiatives, and resources across the Charter School and grade levels. While RtI² focuses primarily on students who are struggling and emphasizes teamwork and data-driven decision-making to improve student outcomes, MTSS is broader and

[3] Institute of Education Sciences, What Works Clearinghouse. (2021). Assisting students struggling with mathematics: Intervention in the elementary grades. U.S. Department of Education.

supports all students, including students performing below grade level, students performing at grade level, ELs, SWD, SED students, students with social-emotional or behavioral needs, and gifted or academically high-achieving students who need enrichment, acceleration, or increased academic challenge.

MTSS does not determine special education placement. Rather, it supports all students in educational contexts through intentional, holistic, and data-informed design. MTSS incorporates many RtI² principles, including high-quality instruction, culturally and linguistically responsive practices, universal screening, diagnostic assessment, progress monitoring, tiered intervention, positive behavioral supports, collaborative problem-solving, and data-driven decision-making. Through this comprehensive approach, DCA supports academic, social-emotional, behavioral, and attendance growth while maintaining high expectations for every student.

MTSS consists of three levels of support. The process through the tiers is dynamic and responsive, ensuring timely and effective support for every student.

Universal Supports: Tier 1
Tier 1 represents high-quality, State Standards-aligned core instruction and universal support for all students in the general education setting. Approximately 80% to 90% of students are expected to meet academic, behavioral, attendance, and social-emotional expectations through Tier 1 instruction and support. Tier 1 includes differentiated instruction, Universal Design for Learning, inclusive language, positive behavioral supports, classroom-based interventions, frequent checks for understanding, and ongoing progress monitoring.

At DCA, teachers and staff identify students who may be struggling with academic, behavioral, attendance, or social-emotional success. Staff review available data, identify the concern, determine what data supports the concern, and consider common thresholds. Staff may review the student's cumulative file and consult with the department team, Professional Learning Community, counselor, coach, or other appropriate staff. Teachers then select a Tier 1 intervention, communicate with the team, implement the intervention with fidelity for six to eight weeks, and document Cycle 1.

Tier 1 supports include, but are not limited to, differentiated instruction, small group instruction, individualized classroom supports, Universal Design for Learning, positive behavior interventions, inclusive classroom practices, strong school culture, positive school climate, clear and consistent expectations, family communication, student check-ins, advisory supports, classroom routines, and positive attendance and behavior supports. Teachers are expected to contact students and families regarding student success and struggles on a regular basis.

As part of the Tier 1 foundation, all students receive support in the classroom. Data

from benchmarks, MAP Growth assessments, previous year ELPAC and SBAC assessments, classroom assessments, grades, student work, attendance, and behavior information may be used to determine students' strengths and needs. During core classes, students receive individualized instruction and activities to strengthen progress toward standards mastery. Differentiated instruction allows students to access the curriculum and core content at varied academic levels while maintaining the rigor of grade-level expectations.

If the student responds successfully to Tier 1 intervention, the student continues with Tier 1 instruction and supports, and a fade plan may be developed when appropriate. If the student does not make adequate progress, staff contact the family with concerns, share strategies implemented, gather additional information, document the concern, and submit a COST referral.

Targeted Supports: Tier 2
Tier 2 provides strategic, targeted intervention for students who require additional support beyond Tier 1. Approximately 10% to 15% of students may receive Tier 2 small group and supplemental supports. Tier 2 introduces an additional layer of intervention within or outside the regular classroom setting, delivered intentionally to address specific instructional, behavioral, attendance, or social-emotional gaps based on data-driven decisions.

At DCA, the Coordination of Services Team ("COST") reviews the referral and monitoring data and assigns a COST member as the point person. The COST member reviews data, strategies, and the student's cumulative file, and may use a root cause worksheet to better understand the concern. The team then matches the intervention to the student's identified need. Tier 2 interventions are skill-specific, identified by data sources, and implemented three to five times per week, considering group size and student need. Staff provide referral follow-up, implement interventions for six weeks, and document the Cycle 2 meeting.

Tier 2 supports may include, but are not limited to, check-in/check-out, counseling groups, attendance support, targeted skill groups, targeted lessons, push-in support, credit or assignment remediation when applicable, teacher office hours, reteaching, conflict mediation, trauma-informed de-escalation, bullying prevention, mentorship, family conferences, and additional academic or behavioral support. Tier 2 interventions may be facilitated by classroom teachers, counselors, administrators, instructional aides, or specialized staff, depending on student need.

Through a small group setting, standards-based and concept-specific lessons are provided. Teachers observe and assess students formally and informally and differentiate as needed. Strategic intervention allows students to practice and develop skills. Ongoing benchmark and progress monitoring data are used to adjust interventions. Tier 2 groupings are flexible and may be changed as necessary. Students

who make progress may move to a fade plan or return to Tier 1 supports, while other students may continue with targeted support if additional needs remain.

If the student responds successfully to Tier 2 intervention, the intervention may be faded and the student continues with appropriate Tier 1 supports. If the student responds but concerns remain, the student may continue with Tier 2 instruction targeted to additional skills while progress is monitored. If the student does not respond adequately, the COST point person reviews all intervention data, progress data, and feedback from educational partners and schedules a Student Study Team meeting.

Intensive Supports: Tier 3

Tier 3 provides the most intensive level of support for students who need individualized or highly specialized intervention due to significant academic, behavioral, attendance, or social-emotional needs. Approximately 1% to 5% of students may require Tier 3 support. Tier 3 increases the frequency, intensity, and individualization of intervention and may include one-on-one or very small group support.

At DCA, Tier 3 begins with a Student Study Team meeting with the school counselor, an administrator or dean, a teacher, parents/guardians, and the student when appropriate. The team documents the Cycle 3 meeting and matches intervention to the student's specific need. Tier 3 intervention is skill-specific, identified by data sources, and includes increased frequency and decreased group size. Staff provide referral follow-up and implement interventions for six weeks, documenting Cycle 3.

Tier 3 supports may include, but are not limited to, crisis intervention, individual counseling, parent/guardian support, school-based counseling, highly individualized academic or behavioral intervention, increased progress monitoring, individualized student support plans, outside agency referrals, consultation with SELPA partners, Behavior Intervention and Coaching Team support, alternative education or opportunity class consideration when appropriate, Section 504 Plan consideration, special education referral when appropriate, SARB consideration, and review of possible exclusionary factors.

Intensive intervention allows students to receive explicit instruction focused on identified skills until they demonstrate progress or proficiency and are prepared to move forward. Highly flexible grouping allows staff to reorganize supports as needed, including very small groups or individualized support. The COST team conducts ongoing monitoring meetings to evaluate whether the student is responding as expected and adjusts the plan as needed.

If student improvement is noted, the team determines whether the intensity of Tier 3 support is still needed and may develop a gradual fade plan. If concerns continue, COST considers new or additional interventions, school-based counseling, outside

agency support, SELPA consultation, Section 504 consideration, special education referral, SARB, or other appropriate next steps.

***Coordination of Services Team***

The Coordination of Services Team ("COST") is a multidisciplinary team that collaborates to identify and address students' academic, behavioral, attendance, and social-emotional needs. The COST may include administrators, deans, counselors, advisors, the registrar, general education teachers, special education staff as needed, and other appropriate support staff. COST reviews referrals from teachers, parents/guardians, or staff; examines student data; assesses student challenges; identifies root causes; coordinates appropriate interventions; monitors progress; and ensures that students have access to the supports they need to succeed.

COST serves as a central structure for aligning services and ensuring that interventions are not isolated or disconnected. Through COST, DCA coordinates counseling supports, academic intervention, behavior supports, attendance supports, family resources, teacher follow-up, and referrals to additional services when appropriate.

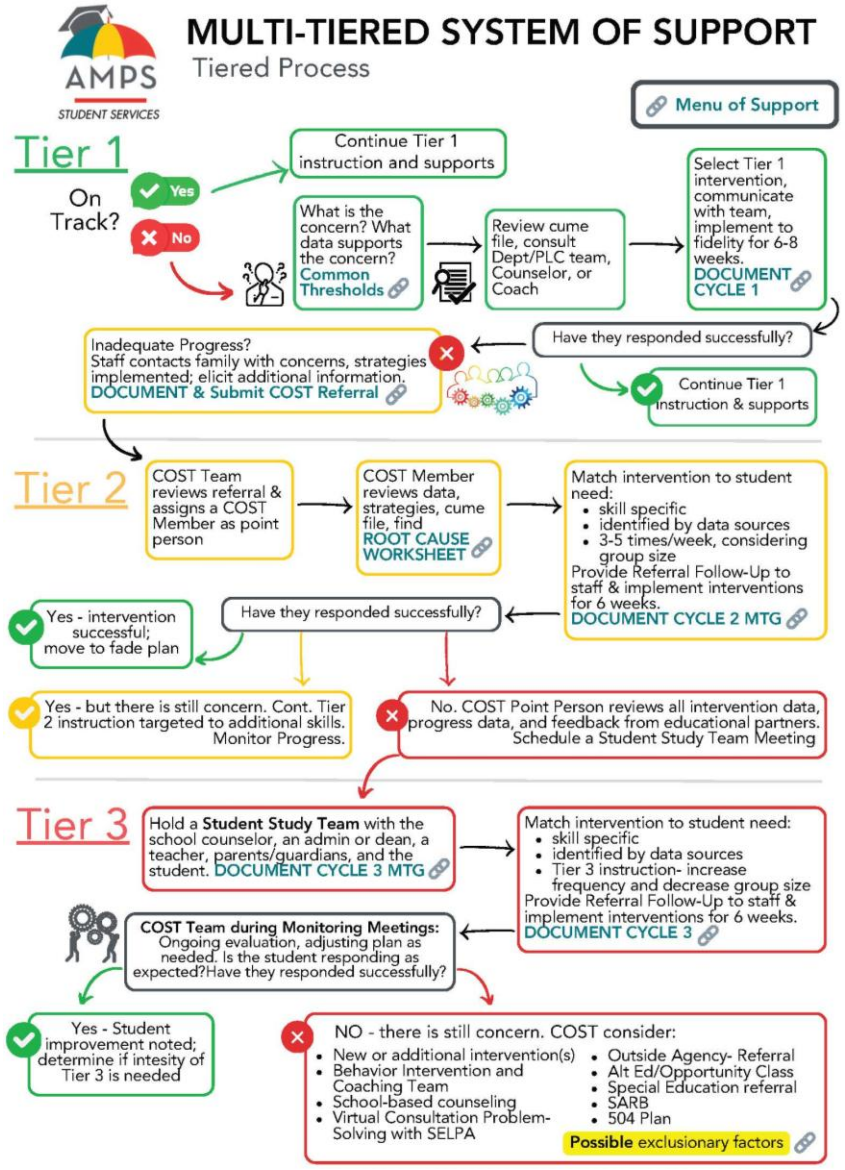
***Progress Monitoring and Family Communication***

Student progress is monitored on an ongoing basis through teacher observation, checklists, classroom assessments, intervention assessments, benchmark assessments, grades, attendance data, behavior data, and other relevant progress monitoring tools. Across all tiers, progress monitoring ensures that instruction and interventions are data-driven and responsive. If an intervention is unsuccessful after the intervention cycle, the intervention is adjusted for the next cycle. If a student continues not to make adequate progress, the student may be referred to COST, SST, Section 504 review, special education consideration, or other appropriate supports based on the student's needs.

DCA communicates student progress to parents/guardians throughout the intervention process. Families are contacted when concerns arise, informed of strategies being implemented, asked to provide additional information, and included in Student Study Team meetings when additional planning is needed. Student progress is communicated to parents/guardians at regular intervals, including approximately every six weeks during intervention cycles or more frequently when needed.

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*Graphic 1.2: Amethod Public Schools Multi-Tiered System of Support: Tiered Process*[4]




[4] Doroliat, D. (2024, July). *Multi-tiered system of support: Tiered process*. Amethod Public Schools Student Services. [Internal process diagram].

***Student Study Team Process***

The Student Study Team ("SST") is a positive Charter Schoolwide early intervention process designed to support students who are not making satisfactory academic, behavioral, attendance, language development, and/or social-emotional progress. The SST process provides a structured forum for DCA staff, parents or guardians, and other appropriate team members to review student needs, identify strengths, examine data, develop interventions, and monitor progress.

The SST is an interdisciplinary team that may include parents or guardians, teachers, administrators, intervention staff, counseling staff, EL support staff, special education staff when appropriate, and the student when appropriate. The SST process is collaborative, supportive, and solution-oriented. It is intended to identify what the student needs in order to be successful and what supports adults can provide to help the student make progress.

The SST process does not begin from a deficit view of the student. The team considers the student's strengths, interests, cultural and linguistic assets, prior interventions, academic data, classroom performance, attendance patterns, behavioral information, social-emotional needs, and family input. The team uses this information to develop a practical educational plan that can be implemented, monitored, and revised as needed.

The SST process is based on the requirements and protections reflected in the Individuals with Disabilities Education Act ("IDEA"), Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act. SST documentation may support Section 504 documentation requirements when the SST process identifies interventions, accommodations, data reviewed, parent or guardian input, and progress monitoring. The SST process may also assist the Charter School in determining whether a student should be referred for a Section 504 evaluation or special education evaluation, as appropriate.

Generally, students experiencing academic, behavioral, attendance, language development, and/or social-emotional difficulties may be referred to the SST process. The SST process may be bypassed for students for whom the process would be detrimental or for students whose difficulty is so severe or unusual that the SST process would not provide appropriate assistance. This decision is made with parent or guardian input and in accordance with applicable law. The SST process is not used to delay a special education evaluation when the Charter School has reason to suspect that a student may have a disability.

English Learners may be referred to the SST process when appropriate, and the EL teacher or appropriate EL support staff at DCA participates as a team member when language development, English proficiency, or access to instruction is part of the concern. Students who are served through an Individual Learning Plan or other individualized support plan may also be considered through the SST process when the

student's needs warrant additional review. However, participation in an individualized support plan is not, by itself, the basis for an automatic SST referral.

Students referred for evaluation for special education consideration should meet the following criteria, unless immediate referral is otherwise required based on suspected disability and applicable law:

- 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 special education services.

DCA's goal and expectation are the same for every student. The Charter School ensures that students of every subgroup and demographic are enrolled in a rigorous program with challenging curriculum and are provided an instructional program that holds high expectations for all. Students who are struggling academically, including students who perform below site-specific expectations on interim assessments, benchmark assessments, classroom assessments, or other measures, are provided with supplemental instructional support to strengthen their academic growth.

DCA establishes a series of interventions that provide support services driven by student need and proportional increases in direct instructional time. In addition to daily instruction, DCA may provide before-school support, after-school support, noncore tutoring, small group tutoring, individual tutoring, academic intervention, language support, attendance support, behavioral support, counseling support, and other appropriate interventions. Students who continue to struggle in specific subject areas may receive additional assistance through intervention programs, which may include summer sessions, intersession tutoring, increased noncore one-to-one sessions, targeted skill support, or other appropriate interventions.

***Student Study Team Process***

1. Referral
   Charter School personnel, including a teacher, support staff member, administrator, or the student's parent or guardian, may request a referral to the Student Study Team ("SST") when a student is not making satisfactory academic, behavioral, attendance, language development, and/or social-emotional progress. The referral includes specific concerns, relevant data, and information about prior interventions, accommodations, and supports. The student's parent or guardian is contacted and informed of the referral.

2. Gathering Information
   The SST reviews and collects information relevant to the student's performance. This information may include the student's cumulative file, parent or guardian input, teacher and administrator observations, grade reports, formative assessments, benchmark assessments, intervention data, classroom work,

homework, attendance, behavior information, health history when relevant, state assessment results, ELPAC data for ELs, IEP or Section 504 information when applicable, and a list of prior interventions.

3. Assessment or Evaluation Data
   The SST may review available assessment or evaluation data, request additional school-based information, or identify whether further assessment may be needed to better understand the student's needs. Translation or interpretation is provided as needed to ensure meaningful parent or guardian participation throughout the process.

4. Developing an Educational Plan
   The SST establishes a meeting time when relevant members can participate and be actively involved in the problem-solving process. During the SST meeting, team members summarize the student's strengths, review concerns, examine data, discuss possible contributing factors, and develop an educational plan with academic, behavioral, attendance, language development, and/or social-emotional interventions. The plan identifies specific strategies, responsible staff, timelines, progress monitoring tools, and follow-up dates. The team may review completed forms, relevant work samples, intervention records, assessment results, and the student's cumulative file.

5. Implementation of the Educational Plan
   The educational plan is implemented by the staff members identified in the SST plan. Supports may include classroom interventions, targeted academic support, behavior supports, attendance interventions, counseling support, language development supports, family communication, accommodations, tutoring, small group instruction, or other appropriate interventions based on the student's identified needs.

6. Evaluation of Progress
   A follow-up meeting is held, typically within four to six weeks, to review the student's progress and determine whether the interventions are effective. The SST reviews progress monitoring data, teacher feedback, parent or guardian input, student work, assessment information, attendance, behavior information, and other relevant data. The SST may determine that interventions should continue, be revised, be intensified, or be expanded.

7. Ongoing Monitoring and Evaluation
   If the plan is successful, the SST may continue the supports, gradually fade supports, or return the student to regular monitoring through the classroom and MTSS process. If the plan is not successful, the SST process may be repeated with revised strategies. If the revised plan remains unsuccessful, the team may consider more structured supports, a Section 504 Plan evaluation, or a referral

for special education evaluation, as appropriate. The SST process is not used to delay a special education evaluation when DCA has reason to suspect that a student may have a disability.

8. Communication and Parent/Guardian Partnership
   Throughout the SST process, DCA maintains communication among administration, teachers, support staff, parents or guardians, EL staff, and special education staff when appropriate. Parents and guardians are included as essential partners in identifying student needs, sharing relevant information, developing interventions, reviewing progress, and implementing supports. Translation or interpretation is provided as needed to support meaningful participation.

***Classroom Culture and Conditions for Learning***

DCA believes learning occurs best in classrooms that are safe, orderly, respectful, inclusive, and academically focused. Teachers establish clear routines, communicate learning and behavioral expectations, use positive reinforcement, build strong relationships with students, and maintain classroom environments where students are expected to participate and persevere. Strong classroom culture supports instructional time, student engagement, and academic achievement.

DCA's character development program reinforces responsibility, perseverance, adaptability, respect, and commitment to distinction. Students are taught to take ownership of their learning, interact respectfully with peers and adults, manage academic and social challenges, and contribute positively to the school community. These habits support academic success and prepare students for the transition to high school.

***Professional Learning Communities***

DCA uses Professional Learning Communities ("PLCs") to support teacher collaboration, data-informed instruction, and continuous improvement. Through PLCs, teachers meet to review student work, analyze assessment data, discuss instructional strategies, identify students who need additional support or challenge, and align instruction to State Standards. PLCs provide a structured time for teachers to collaborate around student learning rather than working in isolation.

PLC meetings may focus on curriculum planning, pacing, formative assessment results, intervention needs, EL supports, accommodations for SWD, differentiated instruction, and strategies for academically high-achieving students. Teachers use PLC discussions to adjust instruction, plan reteaching or enrichment, monitor student progress, and strengthen consistency across grade levels and content areas.

***Instructional Rubric, Coaching, and Professional Growth***

To support instructional quality, AMPS and DCA use an instructional rubric for teachers that defines expectations for effective practice. The rubric supports coaching,

feedback, evaluation, and professional growth in key areas such as purposeful planning, effective instruction, data use and assessment, classroom management, and professionalism. Through classroom observations, coaching conversations, feedback, professional development, collaboration, and reflection, teachers are supported in strengthening lesson design, instructional delivery, student engagement, assessment practices, differentiation, classroom culture, and professional responsibilities.

DCA's professional development and coaching systems are aligned to the instructional strategies described in this section. Teachers receive support in standards-aligned instruction, UDL, MTSS, RtI², ELD, data-driven instruction, differentiated instruction, intervention, enrichment, special education, Section 504, classroom culture, and family engagement.

***Curriculum and Teaching Methods***

DCA and AMPS develop or adopt curriculum and teaching methods through a process that considers alignment to State Standards, student need, evidence of effectiveness, accessibility, rigor, coherence, assessment alignment, and feasibility of implementation. Curriculum and instructional materials are reviewed to determine whether they support grade-level learning, academic vocabulary, reading and writing across content areas, mathematical reasoning, language development, intervention, enrichment, and access for diverse learners.

Teaching methods are refined through professional development, instructional coaching, classroom observations, teacher collaboration, data meetings, student outcome data, and feedback from educational partners. DCA uses a continuous improvement cycle in which student data informs instructional planning, instruction is implemented and monitored, student progress is reviewed, and supports are adjusted based on evidence of learning.

Through this instructional design, DCA provides a rigorous, site-based middle school program that is responsive to student needs and grounded in current best practices. The Charter School combines State Standards-aligned instruction, UDL, MTSS, RtI², data-informed decision-making, differentiated instruction, ELD, special education supports, enrichment for high-achieving students, strong classroom culture, and instructional coaching to prepare students to master core academic content and succeed in high school, college, career, and life.

**Instructional Approaches and Strategies**

All educators at DCA use a variety of instructional strategies to ensure that students learn, grow, and master State Standards. Amethod Public Schools supports DCA by providing instructional frameworks, professional development, coaching, curriculum support, and data systems that promote consistent and effective teaching practices across the organization. At DCA, these practices are implemented through standards-aligned instruction, purposeful lesson planning, explicit instruction, academic

discourse, close reading, vocabulary development, flexible grouping, data analysis, and targeted support for students.

***Lesson Planning and Objective-Driven Instruction***

DCA teachers design lessons that are standards-aligned, objective-driven, and responsive to student needs. Lesson planning emphasizes clear learning objectives, intentional sequencing of skills, checks for understanding, opportunities for student practice, formative assessment, and extension or reteaching based on evidence of student learning. Teachers use assessment data, student work, classroom observations, and progress monitoring to adjust instruction and ensure that students receive appropriate support and challenge.

***Explicit Instruction***

A key instructional strategy at DCA is explicit instruction. Teachers introduce new content by clearly stating the learning objective, modeling the skill or concept, explaining the criteria for success, guiding students through structured practice, checking for understanding, and gradually releasing responsibility to students. During instruction, teachers use questioning, prompting, active monitoring, student responses, feedback, and correction to determine whether students are mastering the lesson objective. When students demonstrate misunderstandings, teachers reteach, clarify, or provide additional guided practice.

***Problem-Based and Inquiry-Based Instruction***

DCA also uses inquiry-based and problem-based instructional strategies when appropriate to help students explore questions, analyze information, test ideas, and apply knowledge to meaningful tasks. These strategies support critical thinking, problem solving, collaboration, and student engagement while maintaining alignment to State Standards and grade-level expectations.

***Close Reading with Text-Dependent Questions***

Close reading is used to support students' access to complex texts. Teachers guide students through multiple readings of a text, ask text-dependent questions, support academic vocabulary development, and help students cite evidence, analyze meaning, and build deeper comprehension. These practices are especially important in middle school because students are expected to read increasingly complex texts across content areas and use evidence to support their thinking.

***Academic Discourse***

DCA provides regular opportunities for academic discourse. Students engage in structured discussions, partner talk, collaborative learning, and whole-class discourse to explain their thinking, listen to peers, use academic language, and deepen understanding. Teachers may use discussion protocols such as Think-Pair-Share, Jigsaw, Socratic Seminar, or other structured routines to support meaningful student participation and language development.

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***Building Academic Vocabulary***

Building academic vocabulary is a core instructional practice. DCA teachers provide explicit vocabulary instruction, repeated exposure to important terms, opportunities for students to use vocabulary in speaking and writing, and supports such as visual models, examples, non-examples, sentence frames, and context-based practice. Academic vocabulary development supports all students and is especially important for ELs and students who need additional language support to access grade-level content.

***Flexible Grouping***

Flexible grouping is used to provide differentiated support within the classroom. Teachers may group students based on assessment data, student work, instructional need, language development, skill readiness, or opportunities for enrichment. Flexible grouping allows teachers to provide targeted small group instruction, reteaching, guided practice, intervention, or extension while maintaining high expectations for all students.

***Instructional Rubric***

Amethod Public Schools and DCA use an instructional rubric for teachers to support coaching, evaluation, and professional growth. The rubric reflects expectations for effective practice in areas such as purposeful planning, effective instruction, data use and assessment, classroom management, and professionalism. These expectations help ensure that teachers have a common understanding of effective instruction and that coaching is focused, consistent, and aligned to student achievement.

~~**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**

**Course Sequence**

The following course sequence reflects DCA's grades 6 through 8 instructional program and the core curriculum used to support student mastery of State Standards. The sequence is designed to provide a coherent middle school pathway in English

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Language Arts, mathematics, History-Social Science, science, and physical education while preparing students for success in high school coursework and long-term college and career readiness.

*Table 1.1: Downtown Charter Academy Course Sequence*

| Grade Level | Mathematics | English Language Arts | History-Social Science | Science | Physical Education |
|---|---|---|---|---|---|
| **6th Grade** | Amplify Desmos Math 6: Ratios, rates, fractions, decimals, expressions, equations, positive and negative numbers, data, area, and surface area | Savvas myPerspectives: Literature, grammar, vocabulary, close reading, writing, speaking, listening, and academic discourse | TCI History Alive! The Ancient World: Ancient civilizations, geography, culture, government, belief systems, and historical inquiry | Amplify Science: Earth and Space Science, Life Science, Physical Science, scientific inquiry, and engineering design | Physical Education: Fitness, movement skills, teamwork, wellness, and responsible participation |
| **7th Grade** | Amplify Desmos Math 7: Proportional relationships, rational numbers, expressions, equations, inequalities, geometry, probability, and sampling | Savvas myPerspectives: Literature, informational text, grammar, writing, research, discussion, and evidence-based analysis | TCI History Alive! The Medieval World and Beyond: Medieval and early modern history, world cultures, geography, civic development, and historical analysis | Amplify Science: Earth and Space Science, Life Science, Physical Science, scientific inquiry, and engineering design | Physical Education: Fitness, movement skills, teamwork, wellness, and responsible participation |
| **8th Grade** | Amplify Desmos Math 8: Transformations, similarity, | Savvas myPerspectives: Literature, informational text, grammar, | TCI History Alive! The United States Through Industrialism: | Amplify Science: Earth and Space Science, | Physical Education: Fitness, movement skills, |

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|---|---|

| | | | | | |
|---|---|---|---|---|---|
| | slope, linear relationships, systems, functions, data, exponents, scientific notation, Pythagorean Theorem, and irrational numbers | argumentative writing, research, presentations, and academic discussion | U.S. history, government, civic ideals, expansion, reform, industrialization, and historical argument | Life Science, Physical Science, scientific inquiry, and engineering design | teamwork, wellness, and responsible participation |

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## Materials, Including Technology

DCA provides students with instructional materials aligned to its grades 6 through 8 instructional program, State Standards, state curriculum frameworks, English Language Development Standards, and the academic, linguistic, social, and developmental needs of its middle school students. The Charter School's instructional materials support a coherent middle school pathway that strengthens reading comprehension, written expression, mathematical reasoning, science inquiry, history-social science understanding, academic language development, technology skills, project-based learning, and student independence. Through these materials, DCA prepares students for success in high school, college preparatory coursework, college, career, and life.

DCA's instructional materials are selected to ensure that all students, including ELs, SED students, SWD, RFEP students, students performing below grade level, students performing at grade level, and students ready for acceleration, have access to rigorous grade-level content and appropriate supports. The Charter School uses a combination of core instructional materials, supplemental materials, technology tools, teacher-developed resources, intervention materials, and enrichment resources to support standards mastery and differentiated instruction. Materials are reviewed for standards alignment, rigor, accessibility, cultural relevance, language development, technology integration, intervention supports, and usefulness for teachers and students.

DCA provides students with access to technology to support instruction, assessment, intervention, research, writing, collaboration, communication, and digital literacy. Technology is used as an instructional tool to expand access to content, support individualized learning, monitor student progress, administer assessments, provide intervention and enrichment, and help students develop the skills needed for success in high school and beyond. DCA also provides technology support for students and families, as needed, so that students can access instructional platforms, complete assignments, participate in learning activities, and benefit from the Charter School's educational program.

*Table ~~A.7~~1.2: Instructional Materials (Subject to Change)*

| Core Curriculum Area | Textbooks and Instructional Materials |
|---|---|
| English Language Arts | Savvas myPerspectives~~TK-5, Wonders, McGraw Hill 6-8, StudySync, Imagine Learning~~<br><br>Supplemental:<br>~~• Lexia~~ |

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| | • IXL<br>• Lexia<br>• Novels and independent reading texts<br>• Literature circle materials<br>• Assessment-aligned resources<br>• Close reading passages and text-dependent questions<br>• Vocabulary development resources<br>• Grammar, conventions, and language practice<br>• Writing workshop materials supports, rubrics, and graphic organizers, exemplars<br>• Annotation tools and reading journals<br>• Debate, discussion, presentation, and academic discourse protocols<br>• Research and citation resources<br>ELD and academic language supports~~Achieve3000~~<br>• <br>~~• SuccessMaker~~<br>~~• Storyworks~~<br>~~• Scholastic magazines~~<br>~~• Write From the Beginning and Beyond, Thinking Maps~~<br>~~• South Coast Writing Project (SCWriP)~~<br>CCSS for ELA<br>ELA/ELD Framework for CA Public Schools |
| English Language Development | Cengage, Lift, National Geographic Learning<br><br>• Supplemental:<br>• Lift resources<br>• Language objectives<br>• Vocabulary development materials<br>• Sentence frames<br>• Academic discourse protocols<br>• Speaking and listening practice<br>• Newcomer supports<br>• LTEL and reclassification support materials<br>• Graphic organizers<br>• Visuals and models<br>• Close reading supports<br>• Writing frames<br>• Grammar and language function resources<br>• Formative language assessments |

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| | • ELPAC-aligned practice tasks<br>• Teacher-developed integrated and designated ELD materials<br>• Small group intervention materials<br><br>ELA/ELD Framework for CA Public Schools |
| Mathematics | Amplify, Desmos Math~~TK-5, Bridges, The Math Learning Center~~<br>~~6-8, College Prep Math, CPM Educational Program~~<br><br>Supplemental:<br>• IXL<br>• Teacher-developed task-based lessons<br>• Low-floor/high-ceiling mathematical tasks<br>• Warm-up routines and number sense activities<br>• Exit tickets<br>• Whiteboard response activities<br>• Standards-aligned formative assessments<br>• Benchmark and interim assessment practice<br>• Math fluency practice materials<br>• Problem-solving and critical thinking tasks<br>• Small group intervention materials<br>• Reteaching materials aligned to Amplify Desmos Math<br>• Guided practice and independent practice materials<br>• Graphic organizers and structured worksheets<br>• Visual models, manipulatives, and diagrams<br>• Mathematical discourse protocols<br>• Written explanation and mathematical reasoning prompts<br>• Error analysis activities<br>• Differentiated practice sets<br>• Enrichment and extension tasks for students ready for acceleration<br>• Assessment-aligned digital tools and practice items~~Aleks (Assessment and Learning in Knowledge Spaces)~~<br><br>~~SuccessMaker~~<br><br>CCSS for Mathematics |

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| | Mathematics Framework for CA Public Schools |
| Science | Amplify Science~~TK-8, Inspire Science, McGraw Hill~~<br><br>Supplemental:<br>• Inquiry-based learning tasks<br>• Hands-on lab materials<br>• Science investigation materials<br>• Engineering design challenge materials<br>• Design, test, and refine prototype activities<br>• Science notebooks or lab journals<br>• Claim, evidence, and reasoning ("CER") writing supports<br>• Scientific method and investigation templates<br>• Data collection and analysis tools<br>• Graphing and measurement tools<br>• Scientific vocabulary resources<br>• Nonfiction science reading passages<br>• Close reading and annotation tools for science texts<br>• Graphic organizers for scientific concepts<br>• Models, diagrams, visuals, and simulations<br>• Digital tools and videos aligned to Amplify Science<br>• Performance tasks aligned to NGSS<br>• Formative and summative assessment materials<br>• Teacher-developed reteaching materials<br>• Small group intervention materials<br>• Extension activities for students ready for acceleration<br>• Cross-curricular reading and writing resources aligned to literacy in science and technical subjects<br><br>Science Framework for CA Public Schools |
| History-Social Science | Teachers' Curriculum Institute ("TCI")<br>Grade 6: History Alive! The Ancient World<br>Grade 7: History Alive! The Medieval World and Beyond<br>Grade 8: History Alive! The United States Through Industrialism~~National Geographic History~~ |

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| | Supplemental:<br>• Primary and secondary source documents<br>• Document-Based Question ("DBQ") materials<br>• Historical thinking skills resources<br>• Source analysis tools<br>• Sourcing, corroboration, contextualization, and close reading protocols<br>• Historical argument writing rubrics<br>• Inquiry and investigation tasks<br>• Essential question prompts<br>• Current event articles<br>• Maps, timelines, charts, images, and political cartoons<br>• Media analysis resources<br>• Structured academic discussion and debate protocols<br>• Evidence-based writing supports<br>• Graphic organizers for claim, evidence, and reasoning<br>• Performance task materials, including projects, essays, presentations, and simulations<br><br>History Social Science Framework for CA Public Schools |
| World Language | ~~IXL for Spanish, IXL Learning~~<br>~~Chaldean Language Books~~<br><br>World Language Framework for CA Public Schools |
| Health/Physical Education | Health Framework for CA Public Schools<br>Physical Education Framework for CA Public Schools |
| Visual and Performing Arts | California Arts Education Framework for CA Public Schools |
| Career Technical Education | Career Technical Education Framework for CA Public Schools (Grades 7-12) |
| Social Emotional Learning | Committee for Children, Second Step<br><br>Approved by the Collaborative for Academic, Social, Emotional Learning ("CASEL") |

Below is specific information about all content subjects and supplemental core subject curriculum.

# Downtown Charter Academy 2027-2032

**English Language Arts**

DCA uses Savvas myPerspectives as its core English Language Arts curriculum, aligned to the California Common Core State Standards for English Language Arts and the ELA/ELD Framework for California Public Schools. The curriculum is appropriate for DCA's middle school students because it provides rigorous, standards-aligned instruction in reading, writing, speaking, listening, and language while also supporting students' development as critical thinkers, effective communicators, and independent learners. Through grade-level texts, structured writing tasks, academic discussion, and close reading, students build the literacy skills needed for success in high school, college preparatory coursework, college, career, and life.

Savvas myPerspectives supports DCA's diverse student population by providing students with access to complex texts, essential questions, writing opportunities, discussion routines, and performance-based tasks. The curriculum allows teachers to select texts and instructional activities that are culturally relevant and responsive to students' backgrounds, experiences, and identities. For DCA's Asian and Hispanic students, as well as students from other racial, ethnic, linguistic, and cultural backgrounds, the ELA program creates opportunities for students to see multiple perspectives, examine diverse voices, connect literature and informational text to their own experiences, and engage in meaningful conversations about identity, community, justice, responsibility, and belonging.

The ELA program is also designed to meet the needs of ELs by intentionally supporting academic language development. Students receive instruction in vocabulary, sentence structure, language functions, discussion protocols, text-dependent questions, close reading, and evidence-based writing. Teachers use ELD and academic language supports, sentence frames, graphic organizers, modeling, structured partner talk, academic discourse routines, and writing scaffolds to ensure that ELs can access grade-level texts and express their thinking in speaking and writing. The alignment between the ELA curriculum and the ELA/ELD Framework supports integrated ELD throughout ELA instruction and helps ELs develop both English proficiency and content knowledge.

For SED students, the ELA curriculum provides access to rigorous grade-level instruction, high-interest texts, technology-based learning tools, and supplemental supports that help close opportunity gaps. Students have access to IXL, Lexia, novels and independent reading texts, literature circle materials, assessment-aligned resources, close reading passages, text-dependent questions, vocabulary development resources, writing workshop materials, rubrics, exemplars, annotation tools, reading journals, research resources, and academic discourse protocols. These resources provide students with repeated opportunities to practice essential skills, receive feedback, build confidence, and develop the literacy habits necessary for long-term academic success.

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For SWD, DCA's ELA program provides multiple entry points into grade-level content through differentiated instruction, accessible texts, modeling, guided practice, graphic organizers, annotation tools, vocabulary supports, writing frames, rubrics, and opportunities to demonstrate understanding in multiple ways. Teachers use student data, IEP accommodations and supports, formative assessments, and classroom performance to adjust instruction and provide targeted support. Supplemental tools such as Lexia, IXL, teacher-developed materials, and small group instruction may be used to support reading comprehension, fluency, vocabulary, writing, grammar, and language development based on individual student needs.

Technology is integrated throughout the ELA program to support instruction, intervention, assessment, research, writing, collaboration, and student independence. Digital curriculum tools, IXL, Lexia, online research resources, assessment-aligned practice, and writing platforms help students practice skills, receive feedback, access texts, revise writing, and monitor progress. Technology also supports differentiated instruction by allowing teachers to assign targeted practice, provide intervention, extend learning for students ready for additional challenge, and support students who need additional access points into the curriculum.

DCA supplements Savvas myPerspectives with IXL, Lexia, novels and independent reading texts, literature circle materials, close reading passages, text-dependent questions, vocabulary resources, grammar and language practice, writing workshop supports, rubrics, graphic organizers, exemplars, annotation tools, reading journals, debate and discussion protocols, research and citation resources, ELD supports, and academic language resources. Together, these materials help students read closely, write clearly, speak confidently, listen actively, analyze multiple perspectives, use evidence, and develop the literacy skills needed to meet State Standards.

**English Language Development**

English Language Development at DCA is built around the expectation that ELs must have full access to rigorous grade-level content while also receiving explicit instruction in the English language skills needed to succeed. Cengage, Lift, National Geographic Learning provides the foundation for designated ELD instruction and is aligned to the ELA/ELD Framework for California Public Schools and the California ELD Standards. The program supports listening, speaking, reading, writing, vocabulary development, academic discourse, grammar, and language functions in ways that are appropriate for middle school students preparing for high school coursework.

The materials are well suited to DCA's student population because they provide real-world topics, informational texts, visuals, academic vocabulary, and global content connections. These features are particularly important for a school community that includes students from Asian, Hispanic, and other linguistic, cultural, and educational backgrounds. Students are able to build English proficiency while engaging with content connected to culture, identity, geography, history, science, community, and the broader world. This supports culturally relevant instruction and helps students see

language development as connected to their lives, experiences, and future opportunities.

Designated ELD provides protected time for focused language instruction using the ELD Standards as the focal standards. During this time, students receive explicit instruction in academic vocabulary, oral language, grammar, reading comprehension, writing, and language structures. Lessons are designed to help students use English purposefully, interact meaningfully with others, and understand how English works in academic settings.

Integrated ELD occurs throughout the instructional day. Teachers support ELs in core content classes through language objectives, vocabulary development, sentence frames, modeling, graphic organizers, visuals, structured discussion, writing supports, and opportunities to practice academic language with peers. This approach helps ensure that ELs are not separated from rigorous content, but instead learn English through meaningful reading, writing, speaking, listening, collaboration, and content-based learning.

Supplemental ELD materials strengthen both designated and integrated instruction. DCA uses Lift resources, language objectives, vocabulary development materials, sentence frames, academic discourse protocols, speaking and listening practice, newcomer supports, LTEL and reclassification support materials, graphic organizers, visuals and models, close reading supports, writing frames, grammar and language function resources, formative language assessments, ELPAC-aligned practice tasks, teacher-developed integrated and designated ELD materials, and small group intervention materials.

Students who enter DCA with limited English proficiency, interrupted schooling, or limited prior access to academic language benefit from repeated opportunities to practice English in structured and supportive settings. This is especially important for SED students who may need additional access to technology, tutoring, academic vocabulary, and extended learning opportunities. Through small group instruction, teacher modeling, structured partner practice, and targeted supports, students build confidence using English for academic purposes.

Newcomers receive support that extends beyond vocabulary and grammar. They need to feel welcomed, known, and able to participate in the life of the school. DCA supports newcomers through integrated and designated ELD, peer interaction, small group support, tutoring when available, family communication, and access to counseling or community resources when needed. Their home languages and cultures are treated as assets, not barriers.

LTELs and students at risk of becoming LTELs receive targeted support focused on increasing English proficiency and moving toward reclassification. Instruction may include academic vocabulary development, close reading, structured discussion,

evidence-based writing, grammar and language functions, speaking practice, and ELPAC-aligned tasks. Progress toward reclassification is monitored using ELPAC results, classroom performance, teacher input, writing samples, local assessment data, and other relevant evidence.

Students who are both ELs and SWD receive coordinated support that considers both language development and disability-related needs. Instruction may include accommodations, visuals, sentence frames, models, small group instruction, alternate ways to demonstrate understanding, and scaffolds aligned to the student's IEP or Section 504 Plan, as applicable. Staff work to ensure that students have meaningful access to ELD instruction and core academic content.

Technology expands access to language practice and progress monitoring. Digital resources allow students to interact with text, visuals, vocabulary, listening activities, speaking practice, formative language assessments, and ELPAC-aligned tasks. Teachers can use technology to assign targeted practice, monitor progress, differentiate instruction, and provide additional opportunities for students to strengthen academic English.

**Mathematics**

Amplify Desmos Math serves as DCA's core mathematics curriculum for grades 6 through 8. The program is aligned to the California Common Core State Standards for Mathematics and the Mathematics Framework for California Public Schools. Its design is well matched to DCA's middle school program because it builds mathematical understanding through conceptual development, procedural fluency, problem solving, application, and reasoning. Students are expected to make sense of problems, explain their thinking, use multiple representations, and apply mathematics to real-world situations.

Middle school mathematics is a critical bridge between elementary skill development and high school coursework. Through Amplify Desmos Math, students engage with visual models, digital tools, discussion-based tasks, and inquiry-based learning that make abstract concepts more accessible. Instruction moves beyond memorization of procedures by helping students understand how mathematical ideas are connected, why strategies work, and how mathematical reasoning can be used to solve increasingly complex problems.

Many students enter middle school with different levels of preparation, prior access, and confidence in mathematics. DCA's math program responds to those differences through grade-level instruction, targeted intervention, technology-supported practice, and repeated opportunities to build fluency and mastery. IXL, teacher-developed lessons, number sense routines, fluency practice, exit tickets, whiteboard responses, benchmark-aligned practice, and small group intervention materials help teachers identify gaps and provide timely support.

Academic language is intentionally developed within mathematics instruction. ELs receive support through vocabulary development, sentence frames, structured partner talk, visual models, diagrams, manipulatives, and mathematical discourse protocols. These supports allow students to explain strategies, compare approaches, justify answers, ask questions, and participate in mathematical discussions while continuing to build English proficiency.

Students with disabilities access mathematical content through multiple instructional entry points. Guided practice, small group instruction, graphic organizers, structured worksheets, manipulatives, visual models, reteaching materials, differentiated practice, and progress monitoring are used to support individual needs. Teachers consider student data, IEP accommodations, classroom performance, formative assessments, and progress monitoring when determining the level and type of support needed.

Across classrooms, DCA maintains high expectations for Asian, Hispanic, and all other student groups by creating learning environments where students are expected to reason, collaborate, and share multiple solution pathways. Students are encouraged to see mathematics as a subject that values thinking, explanation, and persistence, not simply speed or one correct method. Culturally responsive instruction, collaborative problem solving, and real-world applications help students connect mathematical learning to their experiences and recognize themselves as capable mathematicians.

Technology strengthens the mathematics program by allowing students to model relationships, test ideas, visualize concepts, and engage dynamically with mathematical tasks. Amplify Desmos Math provides interactive tools that support exploration and sense-making, while IXL and other assessment-aligned digital tools provide targeted practice, skill reinforcement, and progress monitoring. These tools help teachers differentiate instruction, assign practice based on need, and provide both intervention and enrichment.

DCA supplements Amplify Desmos Math with IXL, teacher-developed task-based lessons, low-floor/high-ceiling mathematical tasks, warm-up routines, number sense activities, exit tickets, whiteboard response activities, standards-aligned formative assessments, benchmark and interim assessment practice, math fluency practice materials, problem-solving and critical thinking tasks, small group intervention materials, reteaching materials aligned to Amplify Desmos Math, guided and independent practice materials, graphic organizers, structured worksheets, visual models, manipulatives, diagrams, mathematical discourse protocols, written explanation and reasoning prompts, error analysis activities, differentiated practice sets, enrichment and extension tasks for students ready for acceleration, and assessment-aligned digital tools and practice items.

**Science**

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Amplify Science provides DCA's core science curriculum and is aligned to the Science Framework for California Public Schools and applicable State Standards. The program is appropriate for DCA's middle school students because it emphasizes inquiry, investigation, scientific reasoning, evidence, and real-world problem solving. Students are not simply asked to memorize science facts. They are expected to ask questions, investigate phenomena, analyze information, construct explanations, and use evidence to support conclusions.

Science instruction at DCA helps students build curiosity about the natural world while developing the academic vocabulary, content knowledge, and inquiry skills needed for success in middle school and high school science. Amplify Science supports this work through phenomena-based lessons, interactive digital resources, models, simulations, reading and writing tasks, and opportunities for students to think and work like scientists. The curriculum also reflects the connection among science, engineering, and technology by asking students to design, test, and refine solutions to problems.

Hands-on investigation is an important part of the science program. Students engage in inquiry-based learning tasks, labs, science investigations, data collection, graphing, measurement, observation, and analysis. Through science notebooks or lab journals, students record questions, procedures, data, observations, claims, evidence, and reasoning. These routines help students understand that science is an iterative process where ideas are tested, revised, and strengthened through evidence.

The program is also well matched to the needs of ELs because science instruction naturally combines language, visuals, models, discussion, and evidence-based writing. Teachers support academic language through scientific vocabulary resources, nonfiction science reading passages, close reading and annotation tools, graphic organizers, sentence supports, visual models, diagrams, simulations, and claim, evidence, and reasoning ("CER") writing structures. These strategies allow ELs to access rigorous science content while developing the language needed to explain observations, describe processes, compare evidence, and defend conclusions.

Students who may have had limited prior access to high-quality science instruction benefit from the structure and accessibility of Amplify Science. The curriculum gives SED students consistent exposure to grade-level science content, technology-supported learning, hands-on materials, science literacy, and real-world applications. Supplemental resources such as performance tasks, small group intervention materials, teacher-developed reteaching materials, digital tools, and videos help students revisit concepts, build background knowledge, and strengthen understanding over time.

Multiple access points are built into the science program for SWD. Teachers may use models, diagrams, visuals, simulations, manipulatives, structured templates, graphic organizers, small group instruction, reteaching, and alternative ways for students to show understanding. Science investigations and engineering challenges also allow students to demonstrate learning through observation, design, discussion, drawing,

data analysis, written explanation, and presentation, depending on the instructional goal and the student's individual needs.

Culturally relevant science instruction helps students connect scientific ideas to their communities, identities, and lived experiences. DCA's Asian, Hispanic, and other student groups are supported through topics, investigations, and discussions that connect science to health, environment, technology, community issues, engineering, natural phenomena, and real-world problem solving. Students are encouraged to ask questions about the world around them and consider how scientific knowledge can be used to improve conditions in their families, communities, and future careers.

Technology expands what students can see, test, model, and explain. Amplify Science digital tools, videos, simulations, and interactive resources help students visualize abstract concepts, examine data, and engage with scientific phenomena that may not be easily observed in a classroom setting. These tools also support differentiated instruction, formative assessment, review, intervention, and extension for students ready for additional challenge.

DCA supplements Amplify Science with inquiry-based learning tasks, hands-on lab materials, science investigation materials, engineering design challenge materials, prototype design and refinement activities, science notebooks or lab journals, CER writing supports, scientific method and investigation templates, data collection and analysis tools, graphing and measurement tools, scientific vocabulary resources, nonfiction science reading passages, close reading and annotation tools for science texts, graphic organizers, models, diagrams, visuals, simulations, digital tools and videos aligned to Amplify Science, NGSS-aligned performance tasks, formative and summative assessment materials, teacher-developed reteaching materials, small group intervention materials, extension activities, and cross-curricular reading and writing resources aligned to literacy in science and technical subjects.

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**History-Social Science**

DCA's History-Social Science program uses Teachers' Curriculum Institute ("TCI") as the core curriculum for grades 6 through 8. Grade 6 students study History Alive! The Ancient World, Grade 7 students study History Alive! The Medieval World and Beyond, and Grade 8 students study History Alive! The United States Through Industrialism. Together, these materials provide a middle school sequence aligned to the History-Social Science Framework for California Public Schools and help students move from the study of ancient civilizations, to medieval and early modern societies, to the development of the United States through industrialization.

The purpose of History-Social Science instruction at DCA is not limited to learning names, dates, and events. Students are taught to read, write, and think like historians. They examine primary and secondary sources, ask questions about perspective and reliability, compare accounts, analyze cause and effect, and construct written and oral arguments supported by evidence. Lessons are designed to help students understand that history is interpreted through evidence and that informed citizens must be able to question sources, evaluate claims, and recognize how the past continues to shape the present.

TCI is appropriate for DCA's students because it combines accessible content, visuals, inquiry, discussion, and student-centered activities. These features are important in a middle school setting where students are still developing background knowledge, academic vocabulary, reading stamina, and written argumentation skills. Supplemental resources such as Document-Based Question ("DBQ") materials, historical thinking skills resources, source analysis tools, close reading protocols, and evidence-based writing supports strengthen students' ability to engage deeply with historical content rather than simply recall information.

Culturally relevant instruction is a central part of this work. DCA serves Asian, Hispanic, and other culturally and linguistically diverse students, and History-Social Science provides meaningful opportunities for students to explore identity, migration, belief systems, power, conflict, resistance, geography, civic participation, and community. Through maps, timelines, images, political cartoons, oral discussion, current events, and diverse source materials, students are encouraged to make connections between historical content and their own families, neighborhoods, cultures, and lived experiences.

Language development is embedded throughout the History-Social Science classroom. ELs benefit from structured academic discussion, vocabulary support, sentence frames, graphic organizers, visuals, source analysis routines, and repeated opportunities to explain historical thinking orally and in writing. When students analyze a source, defend a claim, compare perspectives, or participate in a debate, they are also practicing the academic language needed for success across content areas.

The program also supports students who need additional access points into complex texts and abstract historical concepts. Teachers may use chunked readings, guided notes, annotated documents, collaborative source analysis, timelines, maps, images, simulations, and performance tasks to help students engage with grade-level content. These strategies support SED students, SWD, and students who need additional background knowledge, reading support, language scaffolds, or opportunities to demonstrate understanding in ways beyond a traditional test.

Writing is a major part of the History-Social Science program. Students learn to develop claims, select evidence, explain reasoning, and organize historical arguments. DBQ-style tasks, historical argument writing rubrics, essential question prompts, and claim, evidence, and reasoning graphic organizers help students build the analytical writing skills needed for both History-Social Science and English Language Arts. Students may demonstrate learning through essays, projects, presentations, debates, simulations, and other performance tasks that require them to apply content knowledge and historical thinking.

Technology expands students' access to historical materials and supports research, analysis, and presentation. Digital tools allow students to examine images, maps, videos, timelines, current event sources, and other media that make historical study more interactive and concrete. Technology also supports differentiation by allowing students to revisit content, access visuals and supports, organize evidence, and present their learning in multiple formats.

DCA supplements TCI with primary and secondary source documents, Document-Based Question ("DBQ") materials, historical thinking skills resources, source analysis tools, sourcing, corroboration, contextualization, and close reading protocols, historical argument writing rubrics, inquiry and investigation tasks, essential question prompts, current event articles, maps, timelines, charts, images, political cartoons, media analysis resources, structured academic discussion and debate protocols, evidence-based writing supports, graphic organizers for claim, evidence, and reasoning, and performance task materials, including projects, essays, presentations, and simulations.

**World Language**

World Language instruction at DCA is aligned to the World Language Framework for California Public Schools and supports students in developing language awareness, communication skills, and cultural understanding. In a school community that includes many students from multilingual and multicultural backgrounds, world language learning reinforces the value of language as a tool for connection, identity, and opportunity. Students are encouraged to understand that language study is not limited to vocabulary and grammar, but also includes the ability to communicate respectfully, compare cultures, recognize different perspectives, and build readiness for future high school world language coursework.

**Health/Physical Education**

DCA's Health and Physical Education program is aligned to the Health Framework for California Public Schools and the Physical Education Framework for California Public Schools. Middle school students need structured opportunities to build healthy habits, physical confidence, self-awareness, and an understanding of how personal choices affect wellness, relationships, safety, and long-term health. Through physical activity, health instruction, teamwork, and age-appropriate discussions, students develop skills related to movement, fitness, decision-making, stress management, nutrition, personal responsibility, and respectful participation. The program also supports SED students, ELs, SWD, and students from diverse backgrounds by promoting access, inclusion, and positive participation for all students.

**Visual and Performing Arts**

The Visual and Performing Arts program is guided by the California Arts Education Framework for California Public Schools and provides students with opportunities to create, perform, respond, and connect through the arts. For DCA students, the arts offer an important way to express identity, culture, emotion, creativity, and perspective. Students may engage in visual arts, music, performance, media, or other artistic experiences that strengthen imagination, communication, collaboration, and confidence. Arts instruction is particularly valuable in a diverse middle school setting because it gives students multiple ways to demonstrate understanding, build community, and connect learning to their own lives and cultural experiences.

**Career Technical Education**

Although DCA serves grades 6 through 8, the Charter School introduces students to college and career readiness concepts in alignment with the purpose of the Career Technical Education Framework for California Public Schools for Grades 7-12. At the middle school level, this includes helping students build early awareness of future pathways, workplace skills, technology skills, collaboration, problem solving, communication, responsibility, and perseverance. Students begin to understand how academic habits, digital literacy, leadership, and real-world application connect to future high school courses, college pathways, careers, and civic life. These experiences are especially important for students who may have limited prior exposure to career pathways, professional networks, or enrichment opportunities outside of school.

**Social Emotional Learning**

DCA's social emotional learning program is supported by Second Step, developed by Committee for Children and approved by the Collaborative for Academic, Social, Emotional Learning ("CASEL"). At the middle school level, SEL is not treated as separate from academics. It is part of how students learn to manage stress, build relationships, make responsible decisions, resolve conflict, and stay engaged in a rigorous school environment.

Second Step is appropriate for DCA because middle school students are navigating significant academic, social, and emotional transitions. Students are developing

independence, identity, peer relationships, self-advocacy, and the habits that will carry them into high school. The curriculum gives teachers and staff shared language and structured lessons to help students practice self-awareness, self-management, social awareness, relationship skills, and responsible decision-making.

The program also supports DCA's diverse student population by helping students build a respectful and inclusive school community. Students from different cultural, linguistic, and socioeconomic backgrounds need opportunities to feel seen, heard, and connected to school. SEL lessons, advisory activities, restorative conversations, and positive behavior supports help students understand themselves and others while strengthening classroom culture.

For ELs, SEL provides meaningful opportunities to practice communication, collaboration, perspective-taking, and problem solving in structured settings. Students learn and use language connected to emotions, relationships, conflict resolution, and decision-making, which supports both social development and academic participation.

Students who need additional behavioral, social, or emotional support may receive more targeted assistance through MTSS, COST, counseling, check-ins, restorative practices, family communication, or SST review when appropriate. SWD may also receive SEL-related supports consistent with their IEPs or Section 504 Plans, as applicable.

Second Step and related SEL supports are reinforced through daily routines, teacher-student relationships, classroom expectations, PBIS, restorative practices, advisory structures, and schoolwide culture. This helps students build the confidence, resilience, empathy, and responsibility needed to participate fully in the Charter School 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 ensur instructional resources met 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 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.

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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."[5]

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.

***Middle School Curricular Model***

| | **6th Grade** | **7th Grade** | **8th Grade** |
|---|---|---|---|
| **Core Classes** | *-Social Studies: Ancient Civilizations*<br>*-English 6 /Language Arts (Literature/ Writing)*<br>*-Math (6th Grade Math/ Pre-Algebra)*<br>*-6th Grade Integrated Science*<br>*- Physical Education* | *-Social Studies: Medieval and Early Modern Times*<br>*-English 7/ Language Arts (Literature/ Writing)*<br>*-Math (Pre-Algebra/ Algebra 1)*<br>*-7th Grade Integrated Science*<br>*- Physical Education* | *-History: United States History and Geography*<br>*-English 8/ Language Arts (Literature/ Writing)*<br>*-Math (Algebra 1 / Geometry)*<br>*-8th Grade Integrated Science*<br>*-Physical Education* |
| **Learning Lab** ***Intervention*** | *-ELD, Language Live*<br>*-Math Foundations*<br>*-Resource Assistance*<br>*-CTY*<br>*-ILP* | *-ELD, Language Live*<br>*-Math Foundations*<br>*-Resource Assistance*<br>*-CTY*<br>*-ILP* | *-ELD, Language Live*<br>*-Math Foundations*<br>*-Resource Assistance*<br>*-CTY*<br>*-ILP* |

[5] (ACT, 2008- *The Forgotten Middle*-Iowa City, IA)

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| | | | |
|---|---|---|---|
| **Health Education** | Healthy Relations<br>Human reproduction<br>Youth rights<br>Gender and sexuality<br>STI/HIV<br>Body Image | Healthy Relations<br>Human reproduction<br>Youth rights<br>Gender and sexuality<br>STI/HIV<br>Body Image | Healthy Relations<br>Human reproduction<br>Youth rights<br>Gender and sexuality<br>STI/HIV<br>Body Image |

***AMPS Middle School Literacy Program***

The National Reading Panel Report (2000)[6] and other research summaries emphasized the five essential components of reading—phonemic awareness, phonics, fluency, vocabulary, and comprehension.

In 1995 the California Reading Task Force[7] 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

[6] (The National Reading Panel, 2000)
[7] (*The Report of the California Reading Task Force*, 1995- Sacramento, CA)

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 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.

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***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.

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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 has what really happened, why it happened, or what were the effects of an event.

***Social Studies Standards/Guidelines from the HSS Framework:***

**6th Grade**

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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**

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~~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.~~

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~~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~~

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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***

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 | |

# Downtown Charter Academy 2027-2032

***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 |
|---|---|
| ***Daily review, checking previous day's work, and re-teaching*** *(if necessary)* | -Checking homework<br>-Re-teaching areas where there were student errors<br>-Student cross checks and Questions |
| ***Presenting new content/skills*** | -Objective of lesson or Essential Question clearly written on front board<br>-Provide Preview and overview of new material<br>-Activate prior knowledge established<br>-Proceed in small steps (if necessary), but at a rapid pace<br>-Give detailed or redundant instructions and explanations<br>-New skills are phased in while old skills are being mastered |
| ***Initial student practice*** | -High frequency of questions and overt student practice (from teacher and materials)<br>-Prompts are provided during initial learning (when appropriate) |
| | -All students have a chance to respond and receive feedback<br>-Teacher *checks for understanding* by evaluating student responses<br>-Continue practice until students are firm<br>-Success rate of 75-80% or higher during initial learning |
| ***Feedback and correctives (and recycling of instruction, if necessary):*** | -Feedback to students, particularly when they are correct but hesitant<br>-Student errors provide feedback to the teacher that corrections and/or re-teaching is necessary<br>-Corrections by simplifying question, giving clues, explaining or reviewing steps, or re-teaching last steps<br>-When necessary, re-teach using smaller steps |

| | |
|---|---|
| ***Independent practices so that students are firm and automatic:*** | -Seat work<br>-Unitization and automaticity (*practice to perfect*)<br>-Seatwork & Grouping (*procedure for monitoring*)<br>-95% correct or higher |
| ***Weekly and monthly reviews vital:*** | -re-teaching, if necessary<br>- Quizzes<br>-Exit Tickets<br>-Do Now<br>-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 El 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)~~***

# Downtown Charter Academy

2027-2032

~~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 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.~~

# Downtown Charter Academy 2027-2032

*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.

| | |
|---|---|
| *Math Tutorial* | 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. |
| *Special Needs/ Academic Success* | 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. |
| *Computer Tutoring (Individualized Online Programs)* | 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. |
| *Homework Club* | 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. |

| | |
|---|---|
| *One to Ones* | 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. |
| *Intersession Groups* | 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. |

**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.**

# Downtown Charter Academy 2027-2032

| Program | Description |
| --- | --- |

**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 POLICES 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~~**SPECIAL POPULATIONS**~~S~~

**Students who are Academically Low Achieving**

DCA sets high expectations for all students and is committed to identifying and

supporting students who are not yet meeting academic outcomes. The Charter School is designed to respond to students who enter below grade level, are not yet meeting State Standards, or are performing below their demonstrated potential. DCA's school size, structured learning environment, teacher collaboration, family communication, and MTSS process allow staff to identify students early, monitor progress, and provide targeted support.

Academically low-achieving students are identified through multiple measures, which may include classroom assessments, grades, student work, benchmark assessments, MAP Growth assessments, prior year CAASPP results, ELPAC results when applicable, teacher observations, intervention data, and other locally available academic information. A student may be identified for additional academic support when the student is performing significantly below grade level, is not meeting standards on state or local assessments, demonstrates limited mastery on benchmark or classroom assessments, fails to demonstrate expected academic growth, or is otherwise identified by teachers or school staff as needing additional support.

DCA takes a systematic approach to closing academic gaps by embedding intervention and support within the instructional program. The best intervention strategies are accessible during core content instruction and are strengthened through small group instruction, reteaching, targeted skill practice, progress monitoring, and family communication. Teachers use assessment data and student work to determine areas of need and provide in-class individual or small group targeted instruction. Students may also receive additional support through intervention periods, teacher office hours, before- or after-school support, tutoring, and other academic support opportunities based on need.

Students identified as academically low-achieving may receive a mix of intervention services through DCA's MTSS process and COST recommendations. These services may include in-class targeted instruction by classroom teachers, extended learning support, small group guided instruction, individual or small group tutoring, reteaching of specific standards or skills, support with assignments and homework completion, study skills and time management support, and use of supplemental instructional materials or digital platforms such as IXL, Lexia, or other approved programs. Intervention materials may be teacher-designed, curriculum-aligned, or research-based, and are selected based on the student's identified needs.

Classroom teachers are also available during designated office hours or support times for small group and individual review sessions. Students who need additional support are encouraged to attend these sessions regularly. During these sessions, teachers may reteach material, review assignments, provide individualized instruction, support organization and study habits, clarify misconceptions, or provide additional opportunities for students to demonstrate understanding.

DCA's Professional Learning Communities and staff collaboration structures support the monitoring of academically low-achieving students. During meetings and informal collaboration time, teachers and school leaders review student progress, identify areas of need, discuss effective intervention strategies, and adjust supports based on student data. These conversations help ensure that students are not supported in isolation, but through a coordinated schoolwide system.

Progress monitoring is a central part of DCA's intervention process. As part of MTSS and RtI², DCA monitors student progress through teacher observation, classroom assessments, intervention assessments, benchmark assessments, grades, attendance, student work, and other relevant data. If a student responds successfully to intervention, staff may continue supports, adjust the level of support, or develop a gradual fade plan. If a student does not make adequate progress, staff review the intervention data, communicate with the family, and may refer the student to COST or the Student Study Team process for additional review and support.

**Students who are Academically High Achieving**

DCA expects all students to reach high standards of academic success. For students who are academically high-achieving, DCA provides opportunities to extend learning, increase academic challenge, deepen content knowledge, and develop the habits of scholarship, leadership, and independence necessary for success in high school, college, and life.

DCA identifies students who are academically high-achieving through multiple measures, which may include grades, classroom performance, formative and summative assessments, benchmark assessments, CAASPP results, teacher recommendations, student work, participation, and other measures of academic progress. DCA seeks to identify academically high-achieving students from varying linguistic, economic, cultural, and educational backgrounds so that students with strong academic potential have access to appropriate enrichment and challenge.

Teachers support academically high-achieving students through differentiated instruction, flexible grouping, extension activities, advanced questioning, complex texts, independent projects, small group research projects, applied learning opportunities, and opportunities to demonstrate learning in more sophisticated ways. Teachers may use pre-assessments to identify concepts or skills students have already mastered and then provide enrichment, deeper application, or accelerated learning activities that allow students to continue growing rather than simply completing more of the same work.

DCA also encourages academically high-achieving students to develop leadership, collaboration, and communication skills. Students may have opportunities to serve as peer leaders, participate in clubs and competitions, support school events, act as ambassadors for the Charter School, contribute to school culture, or participate in enrichment activities that allow them to explore areas of interest. These opportunities

help students build confidence, responsibility, and a strong connection to the DCA community.

DCA's after-school and enrichment opportunities further support students who are academically high-achieving. DCA offers a variety of activities, including homework help and tutoring, yearbook, sports, visual arts, Mandarin Club, and other activities. These programs provide students with opportunities to extend learning, explore interests, build talents, and remain engaged in a safe and structured school environment.

Amethod Public Schools has also partnered with the Johns Hopkins University Center for Talented Youth ("CTY"), and DCA is identified as a proud partner of CTY. Through this partnership, eligible students may have opportunities to participate in college-level summer programs and online courses. These opportunities support academically high-achieving students by exposing them to advanced academic content, college-like learning experiences, and enrichment beyond the regular school program.

DCA also uses tutoring and academic support as part of its broader commitment to student growth. Tutoring and support opportunities are available to help students strengthen foundational skills, complete coursework, receive additional practice, and continue making progress. For academically high-achieving students, these supports may also help students maintain strong performance, prepare for more advanced academic expectations, and develop the study habits and confidence needed for future high school coursework. When students demonstrate readiness for additional challenge, teachers and staff work to connect students to appropriate enrichment, leadership, and academic extension opportunities within the regular school day, after-school program, or approved external programs.

**Supporting Socioeconomically Disadvantaged Students**

DCA serves a significant percentage of socioeconomically disadvantaged students and designs its educational program to ensure that all students have access to rigorous instruction, instructional materials, technology, enrichment, intervention, and schoolwide opportunities. The Charter School's priority in serving SED students is to provide the support necessary for students to succeed despite socioeconomic barriers and prior lack of access to educational opportunities. The goal is to close opportunity gaps and ensure that all students can fully participate in DCA's educational program.

DCA supports SED students by providing access to instructional materials, technology, academic support, intervention, enrichment, family engagement, social-emotional supports, and schoolwide activities. Students have access to Chromebooks or other appropriate technology, and DCA seeks to support internet access when needed to help close the digital divide. Students receive technology support for equipment and instructional platforms. Students also have opportunities to participate in extracurricular activities, clubs, field trips, study trips, enrichment activities, athletics, arts, after-school programming, and Charter School celebrations that they may not

otherwise be able to access due to cost, transportation, or other barriers. Funds are allocated, as available, to ensure that students have access to educational opportunities and schoolwide programs.

DCA also recognizes that SED students may face challenges related to attendance, transportation, housing instability, health, food insecurity, access to quiet study space, technology access, and family stress. Teachers and staff monitor student progress, communicate with families, and connect students to available supports. DCA's instructional model combines high expectations with practical supports so that SED students are not limited by barriers outside the classroom. Through MTSS, academic intervention, family communication, tutoring, counseling, after-school support, and schoolwide engagement opportunities, DCA works to ensure that SED students are able to access the full Charter School program and make meaningful academic and personal progress.

**Supporting the Social-Emotional Needs of Students**

DCA is dedicated to building a community of students who respect one another, take responsibility for their choices, and develop the social-emotional skills necessary for academic success and personal growth. In addition to a strong commitment to social-emotional learning, DCA implements positive reinforcement, relationship building, restorative practices, and behavior supports to teach important life skills and build a positive Charter School community.

Students are regularly acknowledged for demonstrating Charter School values, making positive choices, showing kindness, persevering through challenges, collaborating with peers, and contributing to the classroom and Charter School community. Positive reinforcement occurs through classroom systems, campuswide recognition, teacher feedback, peer recognition, family communication, and other developmentally appropriate approaches.

DCA uses Positive Behavioral Interventions and Supports ("PBIS"), restorative practices, and MTSS to support students' academic, behavioral, attendance, and social-emotional needs. PBIS provides clear expectations, consistent routines, positive reinforcement, and data-informed behavioral supports. Restorative practices help students understand the impact of their actions, repair harm, restore relationships, and build responsibility. These practices support a safe and respectful learning environment and help reduce exclusionary discipline by addressing the underlying needs of students.

Social-emotional supports are embedded throughout the instructional day. Teachers and staff help students build skills in self-awareness, self-management, responsible decision-making, relationship building, conflict resolution, empathy, perseverance, and positive peer interaction. These supports are particularly important in middle school, where students are developing academic identities, independence, peer relationships, emotional regulation, and lifelong learning habits. Students may also receive counseling, check-ins, small group support, family conferences, and referrals to

additional resources when needed. Teachers receive training and support that reinforce the holistic supports students receive.

**Supporting Foster Youth and Children Experiencing Homelessness**

DCA recognizes the importance of providing homeless and foster youth with a supportive educational environment. Under the McKinney-Vento Homeless Assistance Act and applicable law, homeless and foster youth receive services and support to ensure equal access to the same free, appropriate public education as other students and to remove barriers to enrollment, attendance, participation, and retention. The Charter School works to identify, enroll, monitor, and support homeless and foster youth in accordance with applicable law and Charter School policy.

DCA designates a Homeless Liaison who provides outreach to families and coordinates services between the family, Charter School, and appropriate agencies. The Homeless Liaison supports identification, immediate enrollment, access to school records, immunization records, academic supports, and connection to appropriate resources. The Charter School is committed to providing a high-quality education and appropriate supports to ensure that homeless youth have the opportunity to succeed.

DCA cultivates a respectful Charter School culture in which homeless and foster youth feel safe approaching adults on campus for assistance with resources, counseling, academic support, or guidance. Foster youth and homeless youth have full access to all programs offered by the Charter School, including academic intervention, enrichment, extracurricular activities, field trips, technology, counseling supports, after-school programming, and other opportunities.

The Homeless Liaison assists with referrals to health, dental, mental health, housing, food, transportation, and other appropriate services. The Homeless Liaison also assists parents, guardians, or unaccompanied youth with enrollment, immunization records, school records, and access to educational services. The Homeless Liaison encourages parents and guardians to participate in their child's education and ensures that they are informed of educational and related opportunities to support student success.

To facilitate the education of homeless students, DCA may provide or coordinate access to a device, internet access, transportation assistance, clothing, shoes, laundry supplies, food, toiletries, school supplies, field trip support, social-emotional counseling, academic support, mentoring, tutoring, and a backpack with school supplies, as resources allow. DCA may also provide a quiet space for students to complete work during the school day or during available support times. The Charter School may reserve or allocate funds, as available and allowable, to support homeless and foster youth with clothing, transportation, school materials, medical supports, tutoring, and other appropriate expenses. DCA ensures that homeless and foster youth are able to participate fully in the educational program and related opportunities without barriers caused by housing instability or foster care placement.

The Principal, Homeless Liaison, and appropriate staff receive training and support to ensure appropriate identification, legal compliance, and coordination of services for homeless and foster youth. DCA works with AMPS, the County, community agencies, and other appropriate partners, as needed, to support students and families.

**Supporting Students Who Need Behavioral Support**

DCA supports students who need behavioral support through PBIS, restorative practices, classroom management systems, MTSS, COST, behavior interventions, SST review, family communication, and, when appropriate, behavior support plans. Teachers and staff use proactive strategies to teach expectations, reinforce positive behavior, and respond to behavior concerns in a consistent and supportive manner.

Students who require more targeted behavior support may receive check-ins, goal setting, mentoring, small group social skills instruction, counseling support, restorative conversations, behavior contracts, check-in/check-out, conflict mediation, or other interventions. DCA's goal is to help students build replacement skills, understand expectations, repair harm when appropriate, and remain engaged in learning.

If a student's behavior may be related to a disability, DCA follows applicable Section 504 and special education procedures. Behavior supports are designed to keep students engaged in learning, promote responsibility, maintain a safe and respectful Charter School environment, and ensure that students receive appropriate support before concerns escalate.

**Supporting Student Attendance and Engagement**

DCA recognizes that attendance and engagement are essential to student success. The Charter School monitors attendance regularly and communicates with families regarding absences, tardies, and patterns of disengagement. Staff work with families to identify barriers to attendance and connect students to appropriate supports.

Attendance interventions may include parent or guardian communication, attendance meetings, student check-ins, academic support, counseling support, referrals to community resources, transportation assistance when available, COST review, and SST review when attendance concerns are connected to academic, behavioral, social-emotional, health, housing, or family needs.

DCA promotes engagement through meaningful instruction, strong relationships, academic support, family communication, enrichment activities, after-school opportunities, positive behavior supports, and a supportive Charter School culture. DCA's very low chronic absenteeism rates reflect the Charter School's strong attendance culture, student connection to school, and consistent family engagement. Staff continue to monitor attendance data and provide timely support so that students remain present, engaged, and ready to learn.

**Supporting English Learners**

It is vital that schools address the needs of this growing demographic. DCA has high expectations and offers a demanding academic program for all students, regardless of any language or placement classification. Access to high-quality English instruction for ELs is an issue of equity. English proficiency in our society serves as a powerful gatekeeper, opening doors to opportunity for those who reach proficiency and limiting or closing doors to opportunity for those who do not. As such, DCA is committed to effectively serving students who are ELs through a comprehensive approach to language instruction.

The Charter School will meet all applicable legal requirements for ELs, including newcomers, Long-Term English Learners or English Learners At Risk of becoming Long-Term English Learners ("LTELs"), and Reclassified Fluent English Proficient ("RFEP") students, as they pertain to annual notification to parents/guardians, student identification, placement, program options, ELD and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, progress monitoring ELs toward reclassification, progress monitoring students who have been reclassified in the previous four years, and standardized testing requirements. The Charter School will implement policies to ensure proper placement, evaluation, and communication regarding ELs and the rights of students and parents/guardians. In addition, the Charter School will meet all requirements of federal and state law relative to equal access to the curriculum for EL students.

The goal is to utilize high-quality instructional programs and services for ELs that allow them, as quickly as possible, to achieve at the same challenging grade-level standards as native English-speaking students. The Charter School is dedicated to providing these students with an exceptional education, facilitating English proficiency as soon as possible. DCA recognizes multilingualism as an asset and values students' home languages and cultures while supporting English language development. The Charter School's approach focuses on the student's social, emotional, and academic development within and outside of the classroom. Building on the student's existing strengths, DCA focuses on preparing ELs to succeed in middle school, high school, college, and their chosen career.

***Identification of English Learners***

To identify ELs in a timely manner and provide appropriate instructional support and services, all parents and guardians are required to complete a Home Language Survey upon enrollment at Kidinnu Academy, consistent with Education Code Section 52164.1. Students whose home language is identified as a language other than English are assessed using the English Language Proficiency Assessments for California ("ELPAC") if they have not previously been identified as an English Learner by a California public Charter School or public school, or if there is no record of prior ELPAC results. Kidinnu Academy also verifies students new to the Charter School through

CALPADS to access relevant EL data and ensure proper placement in designated ELD and other language supports.

***English Language Proficiency Assessment***

All students identified as ELs are tested with the ELPAC. The ELPAC consists of two separate assessments, which are detailed below:

Initial Assessment ("IA"):
The ELPAC IA is used to identify students as either an English Learner, or as fluent in English. The IA is administered only once during a student's time in the California public school system based upon the results of the Home Language Survey. The locally scored IA will be the official score. The IA is given to students in grades K-12 whose primary language is not English to determine their English proficiency status.

Summative Assessment ("SA"):
Once a student is identified as an English Learner, the student will take the SA every year until the student is RFEP. The ELPAC SA is only given to students who have previously been identified as an EL based upon the IA results, in order to measure how well they are progressing with English development in each of the four domains. The results are used as one of four criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability.

The ELPAC has four proficiency levels and is aligned with the 2012 California ELD Standards:

1. Level 1: Minimally Developed
2. Level 2: Somewhat Developed
3. Level 3: Moderately Developed
4. Level 4: Well Developed

Both the ELPAC SA and IA are assessments administered in seven grade spans: K, 1, 2, 3-5, 6-8, 9-10, and 11-12. For ELs within DCA's grade span, the test is administered in groups, exclusive of speaking, which is administered individually. The ELPAC IA and SA will be administered via a computer-based platform.

Testing times will vary depending upon the grade level, domain, and individual student. Both the ELPAC IA and SA are given in separate testing windows throughout the school year.

The IA testing window is year-round, July 1 through June 30. Any student whose primary language is other than English as determined by the Home Language Survey and who has not previously been identified as an English Learner by a California public

school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English language proficiency within thirty calendar days after the date of first enrollment in a California public school, or within sixty calendar days before the date of first enrollment, but not before July 1 of that school year.

The SA testing window is determined by the CDE. The English language proficiency of all currently enrolled ELs shall be assessed by administering the test during the annual assessment window.

The Charter School will notify all parents/guardians of its responsibility for ELPAC testing and of ELPAC results within thirty days of receiving results from the publisher. The ELPAC shall be used to fulfill the requirements under the ESSA for annual English proficiency testing.

The English language proficiency of all currently enrolled ELs, including newcomers and LTELs, will be assessed in accordance with the test contractor's directions and Education Code guidelines. Students with disabilities will be permitted to take the test with the accommodations listed in the Education Code if they are specified in the student's IEP or Section 504 Plan. An alternate assessment for English language proficiency will be administered to students who are unable to participate in the ELPAC, according to the guidelines set forth in the student's IEP. For EL students who have IEPs, DCA will ensure that linguistically appropriate IEPs are developed, including the components required by Education Code Section 56345(b).

***Reclassification Procedures***

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:

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the ELPAC.
- Teacher evaluations, including, but not limited to, a review of the pupil's curriculum mastery.
- Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents/guardians' opportunity to participate, and encouragement of the participation of parents or guardians in the reclassification procedure including seeking their opinion and consultation during the reclassification process.
- Comparison of the pupil's performance in basic skills against an empirically established range of performance in basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.

- DCA may consider CAASPP scores when available, iReady, or other local assessment data, grades in English Language Arts and other core classes, writing samples, teacher evaluation, classroom performance, and other empirical data when applying the basic skills criterion.

Students who have met the criteria to be reclassified from English Learner to Fluent English Proficient will be monitored for four years. Documentation will be completed by classroom teachers and filed in the students' cumulative folders.

***Specific Reclassification Procedures for Students with Disabilities***

Students with disabilities are afforded the same opportunities for reclassification as their peers without disabilities. To ensure equity, IEP teams are tasked with determining the most appropriate measures of English language proficiency and performance in basic skills for each student. These measures should reflect the proficiency levels expected of a native English-speaking peer with similar disabilities at the same grade level.

In alignment with federal and state laws, the IEP team may use multiple criteria alongside the four reclassification criteria outlined in the California Education Code. This approach allows the IEP team to address the unique needs of ELs with disabilities, ensuring that the reclassification decision is both appropriate and individualized.

Key Points:

1. Customized Measures

The IEP team may identify alternative or supplemental measures of English language proficiency that are tailored to the student's disability. These measures should aim to equate the student's performance with that of a native English-speaking peer with similar disabilities.

2. Multiple Criteria Approach

The IEP team can consider additional criteria beyond the standard reclassification metrics to make a well-rounded decision. This ensures that the student's reclassification is based on a comprehensive evaluation of the student's abilities.

3. Equity in Reclassification

The IEP team's goal is to provide an equitable pathway to reclassification, ensuring that all students, regardless of disability, have the opportunity to demonstrate English proficiency and succeed in a mainstream English program.

***Strategies for English Learner Instruction and Intervention***

At DCA, students are offered designated ELD and provided access to grade-level academic subject matter content with integrated ELD. The integration of ELs with their

non-EL peers improves access and equity for all students to grade-level curriculum, instruction, and assessment. It also emphasizes for teachers the importance of utilizing the ELA/ELD Framework.

Integrated ELD is regular class time where teachers with ELs in their classrooms use the 2012 ELD Standards in tandem with the content State Standards. To better access the core curriculum, all ELs receive Integrated ELD, which is taught by credentialed staff with EL authorizations. Language objectives, vocabulary supports, and formal and informal language practice engage ELs with their non-EL peers through collaboration, interpretation, and production of the English language.

Every teacher at DCA is accountable for teaching the ELs in their classroom. EL instruction is not the responsibility of one teacher or one period alone. Teachers use strategies that support vocabulary and language development, guided interaction, collaborative learning, metacognition, authentic assessment, explicit instruction, meaning-based context, modeling, graphic organizers, visuals, sentence frames, structured academic discourse, and opportunities for speaking, listening, reading, and writing across content areas.

As outlined by the State, key components of Integrated ELD include:

- Effective instructional experiences for ELs throughout the day and across disciplines;
- Interactive and engaging, meaningful and relevant, and intellectually rich and challenging instruction;
- Appropriate scaffolding in order to provide strategic support that moves learners toward independence; and
- Instruction that builds both content knowledge and English, values primary language and culture, and builds on other forms of prior knowledge.

Designated ELD is a protected time during the regular school day when teachers use the 2012 ELD Standards as the focal standards. This allows students to develop critical English language skills, knowledge, and abilities needed for content learning in English.

DCA's goal is to help EL students make rapid progress out of levels 1 and 2 and into levels 3 and 4 so that students leave the Charter School proficient in the English language, properly redesignated, and with pride and support for their home language. DCA believes that the most effective instructional approach is to embed ELD principles in all aspects of the curriculum and to teach explicit ELD during a protected portion of the school day.

Designated ELD is built into the daily schedule and taught by teachers with proper authorization. Students are placed into designated ELD supports based on their English proficiency levels and identified needs. Curriculum and lessons are based on

the ELD Standards and include opportunities to speak informally while also using academic language. Students in designated ELD receive instruction designed to build listening, speaking, reading, writing, and language skills. The overall goal of DCA's EL program is to reclassify students as RFEP.

***ELA/ELD Framework***

DCA's ELA and ELD instruction is aligned to the California ELA/ELD Framework. The framework emphasizes that all students should develop readiness for college, careers, and civic life, attain the capacities of literate individuals, become broadly literate, and acquire 21st Century skills for living and learning. In the middle school context, DCA interprets this goal as preparing students with the literacy, language, content knowledge, critical thinking, collaboration, and communication skills needed for success in high school and beyond.

The ELA/ELD Framework describes effective instruction as integrated, motivating, engaging, respectful, and intellectually challenging for all students at all grade levels. The key cross-cutting themes of ELA/Literacy and ELD include meaning making, language development, effective expression, content knowledge, and foundational skills. These themes connect ELA standards with ELD standards and support language development through rigorous content learning.

California ELD Standards focus on the purpose, process, and resources of English language development. The purpose of ELD instruction is to ensure that students use English purposefully, interact in meaningful ways with others, and learn the structures of the English language. DCA uses this framework to provide both integrated and designated ELD for ELs.

***Newcomers***

The term "newcomer" is used for students who meet the following criteria: (1) born outside of the United States; (2) first enrolled in U.S. schools on or after April 15 of the prior year; and (3) classified as an English Learner based on the Initial ELPAC.

Newcomers are supported by general education teachers, the EL Teacher, tutors, and other support staff through the use of integrated ELD strategies. Students also learn and practice English through formal and informal interactions with peers at different levels of English language proficiency. Newcomers receive both integrated and designated ELD during the school day through core instruction, designated ELD, intervention, and support opportunities.

Creating a welcoming environment is essential for newcomers and their sense of belonging in school. At DCA, newcomers, their families, and their language(s) are valued, respected, and seen as assets. DCA supports newcomers by building relationships, encouraging participation in academic discourse and informal social dialogue, celebrating growth and progress, and connecting families to appropriate school and community supports.

Newcomers are also able to access one-on-one or small group tutoring, after-school academic support, enrichment activities, counseling services, and other appropriate supports as needed. DCA prioritizes community partnerships when available so that students and families can receive additional support beyond what the Charter School can provide directly.

***Monitoring Progress of Reclassified Fluent English Proficient Students***

Reclassified students will be monitored through DCA's MTSS process. Those found to be regressing in their academic performance will be referred to receive academic intervention in the specific area of need. Interventions may include after-school tutoring, one-on-one support, small group support, supplemental programs that target specific skills, academic intervention, SST referral when appropriate, and/or other supports as needed. RFEP students will be monitored for four years after being reclassified.

The Principal, ELL Teacher, classroom teachers, or designee maintains a list of students identified as RFEPs and monitors academic progress using CAASPP data when available, benchmark scores, grades, classroom performance, teacher feedback, assignment completion, participation in class discussions, ability to work independently, attendance, and engagement.

***Monitoring English Learner Progress***

Teachers monitor EL progress through ELD records, assessment results, classroom performance, writing samples, oral language observations, and work samples to measure progress in comprehension, fluency, vocabulary, pronunciation, grammar usage, reading, writing, listening, and speaking. Teachers provide regular progress information to parents and guardians regarding student growth in English proficiency and academic performance.

DCA maintains records for students identified as ELs, including ELPAC results, CAASPP results when applicable, enrollment history, reclassification information, years in U.S. schools when applicable, progress data, and intervention information. The Charter School maintains ELD information that may include the Home Language Survey, ELPAC results, reclassification forms, and RFEP monitoring forms.

DCA provides intervention to ELs who are not making adequate progress in English proficiency or academic achievement. Students who score below standard or near standard in English Language Arts or mathematics on state or local assessments may receive targeted intervention, small group instruction, additional language support, or SST review when appropriate.

***Monitoring and Evaluation of Program Effectiveness***

The Charter School evaluates the effectiveness of its education program for ELs by:

- Adhering to school-adopted academic benchmarks by language proficiency level and years in program to determine annual progress.
- Monitoring teacher qualifications and the use of appropriate instructional strategies based on program design.
- Monitoring student identification and placement.
- Monitoring parent and guardian program information and communication.
- Monitoring availability of adequate resources.
- Reviewing ELPAC results, local assessment data, classroom performance, reclassification rates, RFEP monitoring data, and subgroup performance.
- Using data to adjust designated ELD, integrated ELD, intervention, and professional development.

In addition, the EL program evaluation will take place through the analysis of the most current Summative ELPAC scores. After the release of the Charter School's Summative ELPAC scores, staff will review students' progress on the Summative ELPAC between school years. This information is used to inform programming decisions such as designated ELD scheduling and staffing, a focus for ongoing professional development specific to the needs of ELs, and reclassification prior to the start of a new school year. These decisions are aligned with Charter School and AMPS strategic priorities and reported to educational partners, as appropriate.

The program evaluation includes the degree to which:

1. ELs are attaining English language proficiency within five to seven years.
2. Programs and activities assist ELs to attain proficiency and meet academic achievement and content standards, including review of EL chronic absenteeism.
3. Necessary improvements are made to programs and activities for which Title III funds have been used for ELs.
4. Specific EL activities proven to be ineffective are eliminated or replaced.

~~**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 N 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**

To ensure and support our teachers in implementing the aforementioned pedagogical strategies, we have designed a well-developed instructional coaching and professional development plan.

**Instructional Coaching**

Amethod Public Schools believes in the implementation of an effective teacher coaching and feedback plan which involves a structured approach that fosters continuous professional development. We have established a clear framework that includes regular bi-weekly classroom observations, peer feedback sessions, and individualized coaching meetings. Coaches are trained to observe lessons with a focus on specific pedagogical strategies, student engagement, and learning outcomes. After observations, a collaborative feedback session follows and allows teachers to reflect on their practices, discuss strengths and areas for growth, and set actionable goals. This reflective practice encourages a growth mindset, where teachers feel supported in experimenting with new techniques without fear of judgment.

| Downtown Charter Academy | 2027-2032 |
|---|---|

Throughout the year, the Richmond Charter Academy Site Director and Deans conduct formal and informal classroom observations. Each teacher receives coaching on a bi-weekly basis. The Home Office Director of Instruction supports the Deans to ensure consistent practices. The tools that we use to align and improve instructional practices are the CSTP rubrics, Get Better Faster model, and Teach Like a Champion strategies. AMPS has integrated these tools into our instructional coaching framework to increase teacher effectiveness and improve student outcomes.

To ensure the sustainability and effectiveness of the coaching plan, it is essential to create a culture of trust and collaboration among staff. One concrete strategy we have begun is to establish peer observation cycles, where teachers pair up to observe each other's classes and provide feedback using a structured protocol. Additionally, weekly professional development sessions are held, focusing on topics such as classroom management techniques, strengthening content depth of knowledge or integrating technology into lessons. As well as, implementation of a shared digital platform, like Google Drive, Google Classroom or Messenger, for sharing resources and feedback has further enhanced collaboration. Regular check-ins, weekly staff exit tickets/ feedback, brief surveys or one-on-one meetings, have also been included to assess the impact of coaching and allow for adjustments based on teachers' needs. By prioritizing ongoing support and creating a safe space for professional dialogue, Amethod Public Schools coaching plan enhances teaching quality and ultimately improves student outcomes.

**Professional Development Plan**

Amethod Public Schools staff participate in extensive professional development. Our professional development plan is aligned to the annual educational priorities established by Amethod Public Schools and the Charter School. Amethod Public Schools professional development plan focuses on enhancing instructional practices, fostering collaboration, and integrating technology into the classroom. The plan could include a series of workshops and training sessions tailored to different grade levels and subject areas, emphasizing current educational trends, pedagogical strategies, and differentiation techniques. Collaborative learning communities are established, allowing teachers to share best practices, observe each other's classrooms, and engage in constructive feedback.

Before the school year starts, all AMPS' staff participate in week-long professional development sessions. We call this our AMPS Summit. There are various professional development strands based on the roles that staff have. For new teachers, AMPS has a New Teacher Summit where they participate in training specifically tailored to them.

To ensure that the professional development plan is effective and relevant, ongoing assessment and feedback mechanisms are integrated. Regular surveys and reflection sessions allow educators to voice their needs and experiences, allowing for adjustments to the program, as necessary. Furthermore, technology training on all

curricula has been a core component, equipping teachers with the skills to effectively utilize digital tools and resources in their instruction. By prioritizing these elements, the professional development plan fosters a culture of continuous improvement and innovation, ultimately enhancing student learning outcomes across all grade levels.

# Downtown Charter Academy 2027-2032

**Conditions for Adult Learning**

As we walk through classrooms, we expect to see quality lessons that engage students in the academic content through culturally responsive teaching and interesting tasks. We value our teachers and support them to be facilitators in their classrooms by providing a variety of supports. In order to do this, we must create experiences for our staff that encourage them to be collaborative, problem solvers, and hold a growth mindset.

As an organization we provide:

- Coaching and Professional Development - Network and Site-Based
    - Implement coaching programs to support teachers in the delivery of high-quality instruction.
    - Guidance, feedback, and professional development opportunities to enhance teacher effectiveness and student engagement.
    - Collaboration with school leaders to design and facilitate site based professional learning communities focused on instructional best practices.
    - Professional development sessions with school leaders.
    - Bi-weekly instructional walkthroughs between AMPS Home Office staff and RCA instructional Deans to help support their development/growth and to ensure there is alignment across grade levels and content areas.
- Instructional Frameworks and Standards-Aligned Instruction
    - Ensure that instructional practices are aligned with state standards, adopted curriculum, and assessment requirements.
    - Develop and implement instructional frameworks and models to guide teaching practices across all content areas and grade levels.
    - Regularly gather, analyze, and take action on data related to teacher practice, curriculum, and standards that bring about continual and measurable improvement of AMPS's learning environment and student performance.
- Curriculum Development and Adoption

- Collaborate with educational leadership to ensure curriculum alignment with state standards, district goals, and educational research.
- Utilize data analysis tools to assess student learning outcomes and identify areas for improvement.

To make gains with our students we must examine our instructional practices to see how we are increasing the students' skills and independence as they move closer to their grade level demands. We must also become experts in analyzing data to show us where we need to focus and how targeting specific groups can help us tailor instruction without lowering the rigor of grade-level demands.

**Amethod Public Schools Partnerships**

AMPS supports teacher credentialing and professional growth by connecting eligible staff with credentialing programs that offer flexible pathways toward certification. The following institutions and programs provide options for online, in-person, intern, and alternative credential pathways that may support staff seeking to obtain or complete a California teaching credential.

*Table 1.3: Partnerships with AMPS to Provide Professional Development*

| Institutions/Programs | Details |
|---|---|
| **Reach Institute** | Online and in person formats and enrollments are only for summer start.<br><br>Receive intern credential in August after summer per-service. |
| **Alliant** | Online format and enrollments every 8 weeks. Financial aid available |
| **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. |

DCA and AMPS provide professional development designed to strengthen instructional practice, support consistent implementation of the educational program, and ensure staff are prepared to meet the academic, behavioral, social-emotional, linguistic, and operational needs of students. Professional development may occur through AMPS Summit, AMPS New Teacher Summit, coaching, PLCs, data meetings, mandated trainings, and ongoing school-based support aligned to DCA's instructional priorities and student needs.

*Table 1.4: Professional Development Sessions (Subject to Change)*

| Category | Examples |
|---|---|
| **DCA/AMPS Summit** | School Mission/Vision<br>Core Values<br>Culturally Responsive Instruction<br>Personnel Handbook<br>Instructional Coaching<br>Teacher Evaluation and Feedback Cycles<br>Professional Learning Communities<br>Data Meetings<br>Student Information System |
| **AMPS New Teacher Summit** | Network Mission/Vision<br>Classroom Culture and Expectations<br>Use of AMPS Instructional Rubric<br>Teacher Evaluation System<br>Clear Learning Objectives<br>Instructional Strategies<br>Curriculum and Lesson Design<br>Developmental Pacing Guides |
| **Pedagogical** | Standards-based instruction<br>Explicit Instruction<br>Academic Discourse<br>Vocabulary and Language Development<br>Close Reading with Text-Dependent Questions<br>Flexible Grouping<br>Universal Design for Learning<br>Student efficacy and agency through effort and practice<br>Data-informed decision making and data analysis<br>ELD Standards |
| **Student Support** | Developing Community and Families as Partners<br>Classroom Management<br>Student Engagement/Motivation/Achievement<br>Positive Behavior Interventions and Supports<br>Designated and Integrated ELD<br>High Achieving Students and Strategies<br>Restorative Justice Practices<br>Attendance Supports and Chronic Absenteeism Prevention<br>Newcomer, LTEL, and RFEP Supports |

| | |
|---|---|
| | Supporting SED Students<br>Supporting Homeless and foster youth<br>Effective Use and Integration of Technology<br>School Climate and Culture<br>Social Emotional Learning and Curriculum<br>Effective Instructional Practices<br>College and Career Readiness<br>Differentiated Instruction<br>Multi-Tiered System of Supports and Response to Instruction and Intervention<br>Student Study Team Process<br>Coordination of Services Team ("COST")<br>Special Education: Legal Timelines, SELPA policies, Instructional Strategies for working with SWD<br>LGBTQ Cultural Competency Training |
| **Standards** | ELD/ELA Framework<br>Fidelity to the Curriculum<br>Alignment to State Standards and Frameworks |
| **Assessments** | State: CAASPP, CAST, CAA, ELPAC<br>School: iReady Reading and Math |
| **Data** | Using Data to Inform Instruction<br>Analyzing Data to Determine Students' Needs<br>ELPAC and RFEP Monitoring Data<br>MTSS Progress Monitoring<br>COST/SST Data Review |
| **Safety** | Mandated Trainings<br>Mandated Reporter and Sexual Harassment training<br>Comprehensive School Safety Plan<br>Health and Safety Policies and Procedures<br>School Operations, Policies and Protocols |

## ANNUAL GOALS

### Charter School Goals and Actions to Achieve the Eight State Priorities

Please see Exhibit 1, the Charter School's Local Control and Accountability Plan ("LCAP"), which is incorporated into this Charter by reference. The LCAP provides a reasonably comprehensive description of DCA's annual goals, actions, services, and measurable outcomes aligned to the Eight State Priorities, schoolwide and for all pupil subgroups, as described in Education Code Section 52060(d). Exhibit 1 satisfies the requirement to describe the specific annual goals and actions DCA will implement to achieve those goals in accordance with Education Code Section 47605(c)(5)(A)(ii).

~~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 an 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.~~

# Downtown Charter Academy 2027-2032

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.

- 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.<br>Receive intern credential in August after summer per-service. |
| **Alliant** | Online format and enrollments every 8 weeks. Financial aid available |
| **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.

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~~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.~~

# Downtown Charter Academy 2027-2032

## Element 2 (Measurable Pupil Outcomes) and Element 3 (Method of Measuring Pupil Outcomes)

***"The measurable pupil outcomes identified for use by the 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. 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(c)(5)(B)***

***"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 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 paragraph (4) of subdivision (c) 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.

Downtown Charter Academy's~~[If Charter School's~~ LCAP goals and actions ~~do not include~~include increases in student academic achievement by significant subgroup~~; insert student academic achievement goals by subgroup~~ in compliance with Education Code section 47605(c)(5)(B).~~]~~

Charter School hereby grants authority to the State of California to provide a copy of aggregated (by school, numerically significant subgroups, etc.) test results directly to the District. Test results for the prior year, if not provided directly to the District by the State in a timely manner, will be provided by the Charter School to the District, upon request, no later than September 1 of each year.

| Downtown Charter Academy | 2027-2032 |
|---|---|

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.

**~~[Attach the Charter School's LCAP as Exhibit 1.]~~Local Control and Accountability Plan**

See Downtown Charter Academy 2026-27 LCAP in Exhibit 1.

In accordance with, and using the procedures prescribed by, Education Code Section 47606.5, DCA shall comply with all applicable requirements of the LCAP including any applicable regulations promulgated, and the template adopted, by the State Board of Education. The Charter School reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter. DCA shall submit the LCAP to the District and the Alameda County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33. The Charter School shall also present a report on the annual update to the LCAP and the local control funding formula Budget Overview for Parents on or before February 28 of each year at a regularly scheduled Board meeting.

Revisions to the goals, outcomes, metrics, or actions and services stated above that are necessary to implement the LCAP and to maintain alignment with the California School Dashboard as it evolves shall not be considered a material revision to the charter, shall be submitted to the chartering authority on an annual basis in accordance with Education Code Sections 47604.33 and 47606.5, and shall be maintained by the Charter School at the school site.

**Goals, Actions, and Measurable Outcomes Aligned with the Eight State Priorities**

Pursuant to Education Code Sections 47605(c)(5)(A)(ii) and 47605(c)(5)(B), a reasonably comprehensive description of the Charter School's annual goals, actions, and measurable outcomes both schoolwide and for each subgroup of pupils in and aligned with the Eight State Priorities as described in Education Code Section 52060(d), can be found in the Charter School's LCAP. Each of these goals addresses the unique needs of all students attending the Charter School, including our numerically significant student subgroups of ELs, SED students, Asian students, and Hispanic students. The metrics associated with these goals help the Charter School to ensure that these specific subgroups are making satisfactory progress and are provided with the necessary additional support made possible by additional funds from the Local Control Funding Formula.

**Measurement of ~~Pupil~~Student Academic Achievement**

**Mandated State Assessments**

The Charter 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 in accordance with Education Code Section 47605(d)(1). The Charter School will administer all applicable state-mandated assessments including the CAASPP assessment system and other state-mandated assessments such as the Physical Fitness Test and the ELPAC. The Charter School will comply with applicable federal assessment and accountability requirements of the Every Student Succeeds Act. The Charter School affirms that its methods for measuring student outcomes for the Eight State Priorities, as described in its LCAP, shall be consistent with the way information is reported on a School Accountability Report Card, as required by Education Code Section 47605(b)(5)(C).

**Growth Measures: Diagnostic, Formative and Summative Assessments**

Aligned with its firm belief in accountability, the Charter School will implement a rigorous assessment and goal-setting program to measure students' content mastery, adapt academic programs, and ensure that each student is making progress. By having clear and consistent assessments and data analysis sessions with teachers, the Charter School will ensure that each student is making progress toward meeting and exceeding standards.

Students are assessed regularly from the time they enter the Charter School through the end of 8th grade, and all staff monitor their progress closely. Assessments are essential tools for evaluating student progress and knowledge. Our assessment plan includes not only our schoolwide assessments for diagnostic and formative assessments (e.g., NWEA MAP Growth), but also statewide summative assessments (such as SBAC, California Science Test ("CAST"), ELPAC, California Alternate Assessments ("CAA"), and Physical Fitness Test ("PFT"). More informal assessments include quizzes and exit slips. More formal summative assessments include curriculum-based assessments and projects.

***Assessment Matrix***

The following lists some of the current data systems (External and Internal) that will be implemented at the Charter School.

# Downtown Charter Academy 2027-2032

*Table 2/3.1: Assessment Matrix (Subject to Change)*

| Assessment | Purpose | Grades | Frequency | Expectation |
|---|---|---|---|---|
| ELPAC<br><br>Initial Assessment (IA) | The ELPAC IA is used to identify students as either an English Learner, or as fluent in English. | 6-8<br><br>As prescribed | First 30 days of enrollment | Students are identified as either scoring Initially Fluent or English Learner. |
| ELPAC<br><br>Summative Assessment<br><br>(SA) | The ELPAC SA is to measure how well ELs are progressing with English development in each of the four domains | 6-8<br><br>Every year until RFEP | Once a year | The results are used as one of four criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability. |
| CAASPP<br><br>SBAC | State criterion-based assessment in ELA and Math | 6-8 | Spring/Once a year | The number of students scoring as having met or exceeded standard mastery increases annually as per goals listed in the current year's LCAP. |

## Downtown Charter Academy 2027-2032

| | | | | |
|---|---|---|---|---|
| CAST | State criterion-based assessment in Science | 8 | Spring/Once a year | The number of students scoring as having met or exceeded standard mastery increases annually as per goals listed in the current year's LCAP. |
| CAA | State alternative assessment in ELA, Math, and Science for qualified students | 6-8 | Spring/Once a year | The number of students scoring as having met or exceeded standard mastery increases annually as per goals listed in the current year's LCAP. |
| Internally created test and performance tasks (presentations, papers, projects) | Measure standards mastery across all courses/subjects | 6-8 | Daily/<br>Weekly | Students show mastery and proficiency in content knowledge. |
| Curriculum Based Assessments | Assess mastery of unit/lesson content | 6-8 | End of unit/end of semester/end of year | Students show mastery and proficiency in content knowledge. |
| NWEA MAP Reading Assessment | Assesses student abilities at the beginning of the year and then | 6-8 | Three times per year | Students demonstrate progress toward Standards Mastery |

# Downtown Charter Academy 2027-2032

| | | | | |
|---|---|---|---|---|
| | tracks growth | | | |
| NWEA MAP Math Assessment | Assesses student abilities at the beginning of the year and then tracks growth | 6-8 | Three times per year | Students demonstrate progress toward Standards Mastery |
| CPFT | State criterion-based assessment in Physical Fitness | 7 | Spring/Once a year | Students demonstrate levels of health-related fitness |
| CAASPP<br><br>Practice Test | Practice the CAASPP Assessment to familiarize the students with the structure of the CAASPP Test | 6-8 | Once per year | Students will become familiar with the test format. |

# Downtown Charter Academy 2027-2032

| | | | | |
|---|---|---|---|---|
| CAASPP<br><br>Interim Comprehensive Assessments (ICAs) | Provide students with the same item types and formats of the CAASPP to include performance tasks<br><br>Provide teachers with overall scale score and performance level of each student | 6-8 | As assigned by teacher | The number of students scoring as having met or exceeded standard mastery on the CAASPP will increase annually as per goals listed in the current year's LCAP. |
| CAASPP<br><br>Interim Assessment Blocks (IABs) | Provide students an opportunity to show standard mastery on smaller targets for instruction | 6-8 | As assigned by teacher | The number of students scoring as having met or exceeded standard mastery on the CAASPP will increase annually as per goals listed in the current year's LCAP. |

The Charter School will continue to make a conscious effort to use student assessment data to inform decisions related to planning and developing instructional strategies at the schoolwide, classroom, and individual student levels. Ongoing assessments of student and school performance are integral in the planning, implementation, and adjustment of instruction in the Amethod Public Schools system.

**Assessment Modifications and Accommodations**

The Charter School will ensure that students with disabilities under the IDEA or Section 504 are included in State standardized assessment programs with appropriate

accommodations and modifications when necessary and appropriate. These assessments include but are not limited to the CAA in accordance with their IEP or Section 504 plan.

**Collecting, Analyzing, and Reporting Data**

DCA teachers and administrators engage in ongoing analysis cycles. After an assessment cycle, a school leader schedules what is known as *a Data Dive*. During a Data Dive, teachers and instructional leaders put assessments into practice and connect assessment results to student learning outcomes. Teachers and leaders review data every six weeks through Data Dive Meetings. Unlike traditional post-observation conferences, analysis meetings offer insight into months of student learning.

Data Dive meetings also increase accountability. The meetings are integral to changing from a culture focused on what students were taught to a culture focused on what students learned.

Teachers will reflect and focus on the following:

- Identify patterns of underperformance
- Identify patterns of high performance
- Identify student cohorts *(tiered interventions)*

The goal of the Data Dive meeting is to improve 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 is 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*

The Charter School will continue to use data to identify strengths and weaknesses in student, teacher, class, grade-specific, and schoolwide performance. DCA reports individual student level data to parents/guardians and students on a regular basis. Student achievement data is presented to student and parents/guardians through PowerSchool and ParentSquare. Individual student achievement data includes student test scores on standardized testing, class grades including formative and summative assessments, attendance, and discipline. Throughout the school year, parents/guardians and students are able, and encouraged, to attend Parent/Teacher conferences to meet with members of the instructional team to discuss specific skills

and targeted interventions that the student needs. If any student is not making sufficient progress to meet goals and benchmarks, teachers, parents/guardians or administrators begin a Student Success Team. From this meeting an action plan is created to support the student. Individually and by class, students look at their performance data, set goals, examine outcomes, and develop action plans responding to the data. All communications to parents/guardians in a language they understand.

In accordance with Title III, DCA adheres to all mandated reporting guidelines about English Learners. Parents of English Learners receive mandated communications on reclassification per Title III through annual ELPAC testing results. In accordance with IDEA, DCA will comply with all state and federal laws regarding reporting requirements for children with IEPs. Parents of students with IEPs receive reports according to the plan specified in each IEP. All students with disabilities are entitled to the reports and assessment data described in this section, which are provided to all students.

Schoolwide data is presented to educational partners during town halls, parent/guardian meetings, student assemblies, and Board meetings, at regular intervals and at least four times during the school year. Data will be collected, analyzed, and disseminated transparently, promoting accountability and continuous improvement among school community members. The AMPS Board will systematically review the Charter School's data to monitor trends in student learning outcomes and ensure that sufficient and appropriate financial and human resources exist to properly enact the Charter School's program and remain faithful to the charter. The AMPS Board will work in conjunction with AMPS leadership to make necessary changes in response to identified needs as reflected in the Charter School's data streams.

Aligned with a firm belief in student achievement, Amethod Public Schools will offer a rigorous assessment and data review program to measure and increase students' proficiency levels and ensure that each student is making progress toward mastery at Downtown Charter Academy. The instructional leadership team also uses walkthrough data to determine whether high-priority instructional practices are improving. This data supports the leadership team in aligning coaching resources, administrative focus, and professional development as appropriate.

**Accountability Systems**

The Charter School's faculty is committed to this series of analyses to inform instructional decision-making. DCA will continue to use the procedures consistent with all Amethod Public Schools sites and comprehensively examine accountability measures from the start. These include:

Student-level data indicators:

- iReady assessments
- CAASPP scores

- Grade Point Average
- ELPAC results
- Attendance rates (individuals)
- Sample writing with Rubric Scores Sheets

School-level accountability indicators:

- Measurable Pupil Outcomes
- Attendance rate
- Local Control and Accountability Plan

Amethod Public Schools' Benchmark Assessments, NWEA MAP Growth, are scheduled at the start of every year; these include a Fall, Winter, and Spring test administration. After the NWEA MAP Growth tests are administered, students and families are provided with a goals and projection sheet that summarizes the students' progress. The Charter School uses the NWEA MAP Growth tests to measure student progress and growth.

***Assessments***

By implementing Data Dives to analyze assessments--teachers self-reflect on their own practice and pacing guides, based on surveying student work for learning gaps and looking at standards--leading to the development of specific action plans to address identified learning needs. Bi-weekly department meetings also look to address trends in learning and give teachers a space to collaborate to standardize best teaching practices by department.

Data analysis has been a focus of our approach at Richmond Charter Academy since we first opened, but our new partnerships with Uncommon Schools and Relay GSE have provided us with the guidance necessary to reach new heights of best practice in this area. Starting in the summer, teachers are trained on their curriculum, assessment schedule, and our schoolwide data analysis protocols. At week six, we begin meeting in content area departments to run these data analysis protocols on recent assessments with the planned deliverable being an informed reteach plan that can be introduced during the next day's lesson. This practice of frequent data meetings on lower stakes, formative assessments, is intended to identify and correct gaps in student mastery before units reach their completion and it is too late.

Data driven decision making ultimately leads to more effective teaching and student achievement. The assessments outlined below empower educators to make data-informed decisions based on student needs, identify students for targeted interventions, and promote a culture of continuous improvement.

*Table 2/3.2:* Types of Assessments

| Type | Assessment Name | Description |
|---|---|---|
| **Universal Screeners** | Lexia<br>iReady<br>Initial ELPAC | Universal screeners are used to provide data to measure the effectiveness of core instruction to allow teams to consider adjustments across Tier 1 universal supports. These screeners allow educators to identify students who may benefit from Tier 2 and Tier 3 interventions. |
| **Diagnostic Assessments** | NWEA MAP Growth | Diagnostic assessments are used to measure skill strengths and weaknesses, identify skill gaps, and assist in determining why a problem might be occurring. Diagnostic assessments are administered in Fall, Winter, and Spring. |
| **Summative Assessments** | SBAC ELA/Math<br>CAST<br>Summative ELPAC<br>PFT<br>Midterm/Final Exams | Summative assessments are used to benchmark student performance relative to what students need to be successful based on assessed content standards. They provide teachers, administrators, parents/guardians, and students with ongoing data to assess whether they are on track to meet goals. |
| **Formative Assessments** | Quizzes<br>Exit tickets | Formative assessments provide data to guide instructional decisions and identify indicators for scaffolding and differentiated instruction. Teachers use formative assessments on a weekly basis to ensure that instruction is meeting all students. |

~~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.~~

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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 |
|---|---|---|

| Downtown Charter Academy | 2027-2032 |
|---|---|

| | | |
|---|---|---|
| **Math** | At least 75% of 7th graders will score proficient / advanced.<br><br>Students will demonstrate adequate progress towards meeting grade standards in mathematics.<br><br>100% of 8th graders will be enrolled in Algebra I or higher.<br><br>At least 65% of 8th graders will pass the Algebra I by 3rd year after renewal.<br><br>The schools overall ELL subgroup will score higher than the overall district ELL subgroup average by the third year after renewal. | *CAASPP*<br><br>*NWEA*<br><br>*School Placements and Enrollment*<br><br>*CAASPP test*<br><br>*ELPAC Summative Assessment* |
| **English/ Language Arts** | At least 73% of 8th graders will score at least proficient/advanced in ELA by the 3rd year after renewal.<br><br>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.<br><br>3. The schools' overall ELL subgroup scores will be higher than the overall district ELL subgroup average.<br><br>- All students will perform at a higher percentage of Proficient and advanced percentages in ELA than that of neighboring middle schools. | *CAASPP test*<br><br>*NWEA*<br><br>*SBAC Assessment and ELPAC*<br><br>*Standards Based Curriculum assessments* |

# Downtown Charter Academy 2027-2032

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|---|---|---|
| School Wide | The School shall meet or exceed a 96% attendance rate.<br><br>The School shall exceed the overall percentage of proficient or above proficient students who are enrolled in the school of attendance for the area in which the school is located by the third year after renewal.<br>3. Suspension at a rate lower than the District's average [accounting for similar demographics and grade levels served]. | |
| | | California Department of Education (CDE) Similar School Ranking. |
| Science | At least 70% of 8th grade students will pass the CAST Science section by the 3rd year.<br><br>100% of students will meet or exceed the state curriculum requirement for middle school science<br><br>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. | AMPS requirements<br><br>CDE Requirements<br><br>State Board of Education adopted standards and Frameworks for middle school.<br><br>California State Tests |
| Social Studies/ History | Project Based Assessments<br><br>History Writing Tasks - Document Based Questions, DBQ<br><br>Social Service Initiative | Teachers' Rubric for Group and Individual work<br><br>Teachers' rubric for writing and information<br><br>Impact, Participation, Involvement, and Outcomes Rubric<br><br>Grade Point Average |

***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.

# Downtown Charter Academy 2027-2032

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 varies 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.~~

~~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~~ |
|---|---|---|---|
| ~~Have the courage to stand up for what's right~~<br><br>~~View failure as an opportunity for growth~~<br><br>~~Step outside your comfort zone and act boldly~~ | ~~Treat others as you would like to be treated~~<br><br>~~Follow directions from ALL staff~~<br><br>~~Let your actions honor your school, community, and family~~ | ~~Take responsibility for your own actions~~<br><br>~~Be honest, loyal, and trustworthy~~<br><br>~~Do the right thing~~ | ~~Use positive and encouraging words towards each other~~<br><br>~~Celebrate diversity~~<br><br>~~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.~~***

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|---|---|

~~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 "BRICtuals~~
- ~~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.*~~*Table 2/3.3: Continuous Improvement Model*

| | ~~Measure~~ | ~~Analysis~~ | ~~Action Plans~~ |
|---|---|---|---|
| ~~Students~~ | ~~State Tests~~<br>~~Classroom projects and grades~~<br>~~Attendance~~<br>~~Retention Rate~~<br>~~Disciplinary Actions~~ | ~~Compare with similar schools and to all California schools~~<br>~~Identify root causes of performance increases or decreases in each area~~ | ~~• Create plan for improvement in low performing areas~~<br>~~• Set targets for next academic year~~<br>~~Improvement required annually (after first three years of school)~~ |
| ~~Teachers~~ | ~~Teacher Observations & Evaluations~~<br>~~Student performance~~<br>~~Teacher Satisfaction surveys~~<br>~~Teacher Retention~~ | ~~• Identify strengths & opportunity areas for each teacher Compare previous scorecards~~<br>~~• Analyze staff retention to identify breakdowns~~ ~~*(recruiting, staff development, etc.)*~~ | ~~• Create plan for improvement in low performing areas~~<br>~~Set targets for next academic year~~ |
| ~~Leadership~~ | ~~Student performance~~<br>~~Teacher performance~~<br>~~Fiscal management~~<br>~~Community Engagement (Recruitment)~~ | ~~Compare with previous years, across similar schools~~<br>~~Measure Academic Data~~<br>~~Enrollment~~ | ~~• Create plan for improvement in low performing areas~~<br>~~Set targets for next academic year~~ |

# Downtown Charter Academy 2027-2032

| | | | |
|---|---|---|---|
| ~~—Governance~~ | ~~• Performance at individual schools~~<br>~~• Employee Retention~~<br>~~• New schools opened~~<br>~~• Fiscal Management~~<br>~~• organization~~<br>~~—/systematic change influenced~~ | ~~Compare with previous years and targets set by Board~~<br>~~Board Evaluations~~<br>~~Fundraising Goals~~<br>~~Trainings~~ | ~~• Create plan for improvement in low performing areas~~<br>~~• Set targets with Board for next academic year~~ |
| | Measure | Analysis | Action Plans |
| Students | • State Tests<br>• Classroom projects and grades<br>• Attendance<br>• Retention Rate<br>• Disciplinary Actions | • Compared with similar schools and all California schools<br>• Identify the root causes of<br>• Performance increases or decreases in each area | • Create a plan for improvement in low-performing areas<br>• Set targets for the next academic year<br>• Improvement is required annually |
| Teachers | • Teacher Performance Evaluations<br>• Student performance in individual classes<br>• Teacher Satisfaction Surveys | • Identify strengths & opportunity areas for each teacher<br>• Analyze staff retention to identify breakdowns (recruiting, staff development, etc.) | • Create a plan for improvement in low-performing areas<br>• Set Annual Growth targets |

| | | | |
|---|---|---|---|
| | • Teacher Retention | | |
| Site Leadership | • Student performance<br>• Teacher performance<br>• Fiscal management<br>• Parent Satisfaction<br>• Student Engagement | • Compared with previous years, across similar schools | • Create plan for improvement in low performing areas<br>• Set Annual Growth targets for the next academic year |
| Governance | • Performance at individual schools<br>• Employee Retention<br>• Fiscal Management | • Compare with previous years and targets set by the Board | • Create a plan for improvement in low-performing areas<br>• Set Annual Growth targets with the Board for the next academic year |

**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 shall provide technical assistance to the charter school using an evaluation rubric adopted by the State 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 (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 varies approached 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 o 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.*

| 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.<br><br>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** *(California Standardized Tests)* | 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.<br><br>ELPAC Summative Test once a year during the spring to evaluate English Proficiency. |
| **School Wide Interim Assessments** | 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.<br><br>The NWEA Assessments, described above, are used as Interim assessments serve the following purposes:<br><br>(1) evaluate students' knowledge and skills relative to a specific set of academic goals, within a 6- 8 week time frame,<br><br>(2) Are designed to inform decisions at both the classroom and beyond the classroom and school level.<br><br>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. |

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|---|---|
| **Formative Assessments** *(Traditional Classroom Assessments)* | 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.<br><br>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. |

**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:**

**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~~

# Downtown Charter Academy 2027-2032

~~**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.**~~

**School Accountability Report Card**

DCA will compile data each academic year to produce a School Accountability Report Card. Student achievement data will be disaggregated annually to identify students' academic performance by sub-groups (e.g., ethnicity, gender, English Learners, socioeconomically disadvantaged students, and students with disabilities).

# Downtown Charter Academy 2027-2032

## Grading Philosophy

Our grading practices strive to align with our values, mission, and vision. The Charter School has set forth the guiding principles for grading below, adapted from Grading for Equity (Feldman, 2019):

- **Grades should be accurate**: Grade calculations should be mathematically accurate and sound, easy to understand, and made based on clear descriptions of a student's level of academic performance.
- **Grades should be bias-resistant**: There are multiple opportunities to provide feedback to students, and grades are but one of them. Grades should be representations of an individual student's progress toward mastery or how effectively they have met the standards for academic performance. Grades should not be punitive or incorporate potentially biased, situational and/or culturally influenced perceptions of behaviors (such as timeliness of assignment submission, how quickly students master a topic, effort, personality, participation, etc.).
- **Grades should be motivational**: Grading should allow multiple attempts at mastery and, therefore, represent where the student is at the time of grading, using the most recent data as an indicator. Teachers will consider how to balance providing time for mastery with the time constraints of the course.

## Grading and Progress Reports

Students earn grades based on established performance levels as described in the table below. In pursuit of our overall mission to get students prepared for colleges and universities, DCA students do not earn middle school credits for any course in which they receive less than a C-.

When grades are given for any course of instruction, the grade given to each student shall be the grade determined by the teacher of record for the course, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetence the grade shall be final. Teachers may make changes to grades until the semester cutoff date, which is the date that grades are stored and recorded onto the student's historical grades section of PowerSchool. After grades are stored, teachers are prohibited from changing grades without securing the approval of the Site Director. All grade changes will be documented in PowerSchool and requests for changes will only be accepted for 30 days after the official close of the marking period.

Teachers wishing to change a student's grade after grades have been stored should apply the following criteria:

- The student had extenuating circumstances that prohibited the student from completing the course on time (example: automobile accident, serious illness).
- The teacher made a mistake when recording a grade.

# Downtown Charter Academy 2027-2032

Students and families have access to grades through the Student Information System (PowerSchool). They can view grades and message teachers at any time. Information regarding how to use this portal is given at parent/guardian meetings, through communication sent home, and during parent/guardian-teacher conferences. In addition, every quarter, advisory classes send home informal progress reports to ensure that parents/guardians are aware of student grades. If a student is not meeting the minimum mastery requirements for a course, the parent/guardian and student may be required to attend a conference with the student's teacher, Site Director, and/or COST team to develop a plan to support the student's academic progress.

**Grading Scale**

| | | Regular | Honors/AP |
|---|---|---|---|
| A+ | 97-100 | 4.0 | 5.0 |
| A | 93-96 | 4.0 | 5.0 |
| A- | 90-92 | 3.7 | 4.7 |
| B+ | 87-89 | 3.3 | 4.3 |
| B | 83-86 | 3.0 | 4.0 |
| B- | 80-82 | 2.7 | 3.7 |
| C+ | 77-79 | 2.3 | 3.3 |
| C | 73-76 | 2.0 | 3.0 |
| C- | 70-72 | 1.7 | 2.7 |
| D+ | 67-69 | 1.3 | 1.3 |
| D | 63-66 | 1.0 | 1.0 |
| D- | 60-62 | 0.7 | 0.7 |
| F | 59 & below | 0 | 0 |

**A** Students receiving an **A** have demonstrated **mastery** of at least 90-100 of the standards that have been taught.

**B** Students receiving a **B** have demonstrated mastery of at least 80-89 of the standards that have been taught.

**C** Students receiving a **C** have demonstrated the minimum mastery requirement of 70-79 of the standards.

**D** Students Receiving a **D** have deficits that require additional attention and student support. Thus, a student receiving a **D** is supported through our MTSS process.

**F** Students receiving an **F** have MAJOR grade deficits that require a change in approach, more focus, assistance, and increased effort. The families or parents/guardians of students receiving at least (1) **F** at the end of the quarter will be contacted to discuss the grade and potentially referred to the COST

team.

**Promotion and Retention Procedures**

and schools. The nature of the high stake's certainty of charter schools and the existing achievement gaps among racial and economic subgroups in public education, merit and justify the need for exceeding academic standards and programs. AMPS expects students to progress through each grade within one school year. To accomplish this, instruction will be made to accommodate the varying interests and needs of individual students and include strategies for addressing academic deficiencies when needed. Students shall progress through grade levels by demonstrating growth and mastery in learning and meeting grade-level standards of expected student achievement.

The following criteria will be reviewed in calculating retention of a student:

- Grade Point Average (*Grades below the mark of C-/2 are considered as failing and receive 0 credits*)
- More than 2 semester grades below a C-/2 may constitute retention
- PE and language are included in grade calculations
- IEP, Section 504 Plan and other modifications and plans will be reviewed during the retention decision phase
- Multiple measures assessments (including Standardized Testing and Reporting Program and Interim assessments) * these are not used to retain. May be reviewed in conjunction with other areas
- Attendance record (More than 20 unexcused absences may constitute a retention)
- Social Emotional learning & growth (Is their maturity level ready for the next grade)
- Development of a Comprehensive Intervention Plan by the COST team.

When a student is recommended for retention or is identified as being at risk for retention, the Principal or designee shall provide opportunities for remedial instruction to assist the student in overcoming academic deficiencies. Such opportunities may include but are not limited to tutorial programs, after-school programs, summer school programs and/or the establishment of an SST.

Students identified as students with IEPs or Section 504 Plans will be evaluated within the stated goals and needs of the specific student by the IEP team and/or Section 504 team. Although standards will remain high for all subgroups, students with IEPs or Section 504 Plans will be evaluated on an individual basis with consideration of the

existing IEP or Section 504 program, goals, and offered accommodations and modifications.

# Downtown Charter Academy 2027-2032

## Element 4 (Governance)

***"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." – Ed. Code § 47605(c)(5)(D)***

**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 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 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 District**

Charter School through this Charter 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 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.

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**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 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. Charter School shall notify OCS in writing of any internal investigations within one week of commencing investigation. Charter School shall notify 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.

**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 15. Charter School shall comply with the requirements of Education Code section 49060 *et seq*., regarding rights to access student records, and Education Code section 49069.3 and 49069.5 regarding transfer of records for youth in foster care.

Charter 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 Charter School to provide certain information in certain formats in certain ways to the general public and specifically to parents of students at Charter School and of the District. Charter 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 Charter School does not have that Charter School needs in order to meet its obligations, the District shall provide the same to Charter School in a reasonably timely manner upon request.

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, Letters of Inquiry, and Notices of Concern, and shall consult with the District as needed regarding any such inquiries. Charter School acknowledges that it is subject to audit by District. If the District seeks an audit of 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 Charter School by law or charter provisions.

**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~~ a direct funded, independent charter school operated ~~. It is governed~~ by Amethod Public Schools, a California non-profit public benefit corporation, pursuant to Education Code Section 47604(a). Amethod Public Schools is a California non-profit, 501(c)(3) tax-exempt corporation, incorporated in 1997, which operates five charter 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 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. Each AMPS school maintains a separate budget and is audited as part of the organization's annual financial audit.

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~~*See Appendix M - AMPS Bylaws*~~

The Chater School will operate autonomously from the District, with the exception of the supervisory oversight as required by statute Pursuant to California to Education Code Section 47604(~~c~~d), 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, as long as the District has complied with all oversight responsibilities required by law.

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~~**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**

The Charter School is governed by the nonprofit Board of Directors of Amethod Public Schools, in accordance with its adopted corporate bylaws, which shall be consistent with the terms of this charter.

The AMPS Board shall be responsible for all actions necessary to the operation of DCA in accordance with its adopted bylaws.

The Board shall have no fewer than five (5) but no more than eleven (11) directors. All Board directors other than student Board members shall have full voting rights, including any representative appointed by the chartering authority as consistent with Education Code Section 47604(b). If the chartering authority appoints a representative to serve on the Board of Directors, the Board of Directors may appoint an additional director to ensure an odd number of Board members. All directors, except for the representative appointed by the chartering authority, shall be designated by the existing Board of Directors. All Directors are to be designated at the corporation's annual meeting of the Board of Directors.

Upon receipt of a petition for student representation that meets the requirements of Education Code Section 47604.2(b)(2), the Board of Directors shall order the inclusion within its membership, in addition to the number of members otherwise prescribed, of at least one student member. A student member of the Board of Directors shall have preferential voting rights as defined in Education Code Section 47604.2(b)(4).

Each director shall hold office unless otherwise removed from office in accordance with these bylaws for four (4) years and until a successor director has been designated and qualified. No director may serve more than two (2) full consecutive terms. Nothing shall

prevent a former Director from rejoining the Board as long as that Director has not been a member of the Board with the preceding twelve months.

To achieve effective school governance, the AMPS Board of Directors shall have experience in one or more of the following areas: Curriculum, Instruction, Assessment, Student Services; School Administration and Finances; Project Management, Strategic Planning; Business and Financial Management; Fundraising, Grant Writing, Donor Relations; Governance, Law, Compliance; and/or, Community Outreach, Communications. The names, titles, and relevant qualifications of the current Board of Directors are included herein.~~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 Chairperson 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, 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.~~**

**~~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.~~**

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~~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~~ Vice Chairperson 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.

**Jorge Lerma, Board Member 2025-2029**

Jorge Lerma served on the Oakland Unified School District Board of Education from 2023 to 2025, 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 Studenthood, 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.

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".

**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 ~~Child~~Children~~ren~~'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~~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 and Board Roles and Responsibilities**

The AMPS Board of Directors will meet regularly during the school year, and in accordance with the Brown Act and Education Code Section 47604.1(c). Notwithstanding the foregoing, the Board may modify or suspend practices required under the Brown Act to the extent allowed by an executive order issued by a public official, or any other law, where warranted in the interests of health and safety, e.g., in response to a public health crisis or other disaster event. The AMPS Board of Directors is fully responsible for the operation and fiscal affairs of the Charter School including

but not limited to the following:

- Oversee the legal and fiscal well-being and compliance of the network and each school site;
- Hire, supervise, evaluate, discipline, and dismiss the Chief Executive Officer of AMPS;
- Approve all loans or borrowing;
- Approve contractual agreements over $100,000;
- Approve and monitor the implementation of general policies of the Charter School. This includes effective human resource policies for career growth and compensation of staff;
- Approve and monitor the Charter School's annual budget, budget revisions, and fiscal policies;
- Act as a fiscal agent. This includes but is not limited to the receipt of funds for the operation of the Charter School in accordance with applicable laws and the receipt of grants and donations consistent with the mission of the Charter School;
- Contract with an external independent auditor to produce an annual financial audit according to generally accepted accounting practices;
- Establish operational committees as needed;
- Regularly measure progress of both student and staff performance;
- Execute all applicable responsibilities provided for in the California Corporations Code, the Articles of Incorporation, Bylaws, and this charter as required to ensure the proper operation of the organization and school sites;
- Engage in ongoing strategic planning;
- Approve the Charter School calendar and schedule of Board meetings;
- Participate in the dispute resolution procedure and complaint procedures when necessary;
- Approve material revisions to the charter as necessary and submit requests for material revisions as necessary to the District for consideration;
- Participate in and approve the annual independent fiscal audit, any

**Commented [AUT1]:** What is your amount?

programmatic audits, the Local Control and Accountability Plan, and performance reports;

- Foster active involvement of students, parents/guardians, and the community in Charter School matters.
- Ensure the terms of the charter are met and monitor the implementation of policies, Bylaws, and resolutions.
- In collaboration with the Chief Executive Officer, develop and monitor an overall operational plan that focuses on student achievement and growth.
- Appoint an administrative panel or act as a hearing body and take action on recommended student expulsions.

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 Charter School or Amethod Public Schools any of those duties with the exception of budget approval or revision, approval of the fiscal audit and performance report, and the adoption of Board policies. 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.

**Chief Executive Officer**

The Chief Executive Officer shall perform assigned tasks as directed by the Charter School's Board of Directors and shall be required to undertake some or all of the tasks detailed below. These tasks may include, but are not limited to, the following:

- Ensure the Charter School implements the mission, vision, goals and objectives;
- Supervise and ensure evaluation of administrators, teachers and staff;
- Collaborate with administrators to develop professional development program;
- Communicate and report to the Charter School's Board of Directors;
- Ensure sound fiscal management of the school within a balanced budget through collaboration with fiscal personnel and the Board;
- Serve or appoint a designee to serve on any committees of the Charter School;
- Monitor employee hiring, promotion, discipline, and/or dismissal;
- Ensure compliance with all applicable state and federal laws;

- Oversee grant applications and implementation, fundraising, and donor development;
- Communicate with parents/guardians, recruit new families and students, and partner with families to support academic growth;
- Take responsible steps to secure full and regular attendance of the students enrolled in accordance with policies established by the Board of Directors;
- Complete and submit required documents as requested or required by the charter and/or Charter School Board of Directors and/or the District;
- Maintain up-to-date financial records;
- Ensure that appropriate evaluation techniques are used for both students and staff;
- Establish and maintain a system to handle organizational tasks such as student records, teacher records, teacher credentialing information, contemporaneous attendance logs, purchasing, budgets, and timetables;
- Ensure the safety and security of the school building;
- Promote the Charter School in the community and promote positive public relations and interact effectively with media;
- Attend District administrative meetings as requested by the District and stay in direct contact with the District regarding changes, progress, etc.;
- Attend meetings with the District oversight, fiscal, operational and/or other staff on as requested by the District;
- Submit all financial reports as required for proper attendance reporting;
- Develop the Charter School's annual performance report, SARC, and the LCAP;
- After review and approval of the independent fiscal audit of the Charter School to the Board of Directors and, submit the audit to the District, the County Superintendent of Schools, the State Controller and the California Department of Education;
- Manage implementation of the Positive Discipline Plan to build and sustain a positive school culture and character development;
- Oversee implementation of academic intervention plan for all students, especially ELs, LTELs, RFEPs, SWD, and students with a Section 504 Plan;
- Guide the implementation of standards-based instruction, assessment and data analysis; and,
- Monitor and report the progress of internal and external assessments and data analysis.

The above duties, with the exception of personnel matters, may be delegated or contracted as approved by the Board of Directors, to an administrator of Home Office and the Charter School, other appropriate employee, or third-party provider.

**Nomination of Board Members**

Potential members of the Amethod Public Schools Board of Directors are nominated by a nominating committee appointed by the Chair of the Board. 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. The qualifications sought in candidates interested in serving on the AMPS Board of Directors include but need not be limited to:

- Strong belief that all children can and will realize high academic achievement and expectations
- Passion and dedication to furthering the mission and vision of Amethod Public Schools
- Ability to contribute the appropriate time and energy necessary to attend the majority, if not all, of the Board meetings, follow through on assigned tasks, and willingness to volunteer for one or more board committees
- Specific knowledge, experience, skills, and/or interest in one of the identified areas of need

**Recruitment and Selection of Board Members**

New board members are recruited and selected based on the provisions of the AMPS' Bylaws, which states that the Board Chair will appoint an ad hoc advisory committee to nominate qualified candidates for election to the Board ("Nominating Committee"), which in turn will select a Chairperson of the committee.

The Nominating Committee shall not be less than three (3) members, and its duties are as follows:

- Identify a need/priority for the Corporation based on the Board composition and the expertise need;
- Review every candidate(s) thoroughly, including meeting the candidate(s) in person, at which meeting a majority of the Nominating Committee is present;
- Vote as a majority to move the candidate(s) forward; if there is no majority then the candidate(s) cannot move forward.
- Schedule a meeting between the candidate(s) and the CEO; the meeting shall occur no later than thirty (30) days after the candidate(s) meets with the Nominating Committee;
- The candidate(s) who is voted to move forward shall attend a board meeting

and meet the current Board Members;

- The Nominating Committee shall make an oral presentation on the candidate(s) to the Board at a regularly scheduled meeting.

The AMPS Board of Directors and the Chief Executive Officer take great care in ensuring that new Board members are a strong cultural fit with the organization, will add value in specific areas and, most importantly, contribute to the success and growth of the organization.

~~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 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.~~

In accordance In accordance with the bylaws, no more than 49% of the persons serving on the Board of Directors may be interested persons. No Charter School employees shall serve on the Board. No director shall receive compensation for membership on the Board. All directors will serve as volunteers. Amethod Public Schools and its Directors agree to comply with the conflict of interest rules under Section 1090 *et seq.* and 81000, *et seq.* of the California Government Code as set forth in Education Code Section 47604.1, and other applicable laws. In addition, the Board of Directors has adopted a Conflict of Interest Code that complies with the requirements of the Political Reform Act, including submittal of Fair Political Practices Commission Form 700 Statement of Economic Interest, and Corporations Code conflicts of interest rules, which shall be updated with any charter school-specific conflicts of interest laws or regulations applicable in the future. As required, the Conflict of Interest Code has been submitted for approval to the County Board of Supervisors.

The Board shall comply with all applicable federal, state and local laws. The Board is governed in its operations and its actions by the corporate bylaws, which are consistent with the terms of this charter, the Charter Schools Act, and all other applicable laws and delineate membership, voting rights, term, etc. of the members of the Board.

~~***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 and Sustainability**

Board members are committed to continuous improvement and ongoing training to assist the Board in fulfilling its responsibilities to act as stewards for the Charter School. To this end, the Board seeks appropriate training and educational opportunities to more effectively govern DCA's operations. Such training experiences may include individual training sessions with legal counsel or other experts familiar with public school governance, and/or training sessions with charter school governance experts. The Charter School maintains in effect general liability and errors and omissions insurance policies. New members to the AMPS Board of Directors will receive proper training as part of an onboarding to be held within 30 days of joining the Board. Some of the topics for the training sessions will include:

~~New members to the Board of Directors must attend a Board meeting and an Amethod~~

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~~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. *Mandatory Ethics – every other year AB 2158 (2022)*
5. *Delineation of Roles and Responsibilities*
6. *Strategic Planning and Thinking*
7. *Legal and Financial Responsibilities*
8. *Effective Board-Staff Relations*
9. *Creating Effective Committees*
10. *Effective Board Self-Assessment*

The above list is a sample and is not meant to be exhaustive.

Each member of the Board will act in accordance with the applicable standard of care applicable to a volunteer member of a non-profit public benefit corporation operating a public charter school, e.g., to act in good faith, in a manner believed to be in the best interests of the organization and with the care, including reasonable inquiry, that an ordinary prudent person in like position would use under similar circumstances.

**~~Family Participation~~Parent Involvement in Governance**

The Charter School has an active school site Family Staff Team ("FST") that is composed of parents/guardians, staff, and students. The FST meets, at minimum, quarterly. The FST is responsible for providing suggestions and recommendations on issues including, but not limited to, budgeting, local control funding formula ("LCFF"), LCAP, curriculum, school policies and procedures, community partnerships, and the general direction of the school. The FST serves as an advisory group to the Site Leadership team, the Home Office C-level team, and the AMPS Board of Directors.

The Family Staff Team shall be composed of a number no less than three (3) and up to eleven (11) members. One seat is reserved for the Site Director, up to two seats for a certificated staff member, and one seat for a classified staff member. The other seats, up to (8), are reserved for parents/guardians, of which a percentage of seats must be filled by parent/guardian(s) of English Learner students in accordance with FST Bylaws and regulations.

Members of the FST are committed to professionalism, advocacy, and loyalty to the mission, vision and core values of the organization. The FST can bring diverse ideas to the table and help the Charter School craft a shared plan for continuous improvement.

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FST meetings are open to the public, as such, any parent/guardian or community member can attend the meetings and make a comment on any topic or matter. Meetings are promoted through various communication channels and all parents/guardians are encouraged to attend. However, only FST members can vote on matters. The Site Director is responsible for facilitating training for FST members, posting of FST meeting times and dates, presenting school updates to the FST, and securing interpreters for the meetings.

The FST is one way that parents/guardians can be involved in school matters. There are other ways that parents/guardians share their opinions and involve themselves in school matters and activities. Other sample activities where DCA parents/guardians may participate are:

- LCAP Overviews/Town halls
- College Readiness Night
- Sports teams
- Summer Field Day
- Excursions/Fieldtrips
- School Beautification Projects
- ParentSquare and PowerSchool Communications
- New Student and Family Orientations
- Back to School events
- Community Outreach
- Food Drives and Community Service Activities
- Festivals/Carnivals
- Focus Groups
- Surveys
- Parent/Guardian/Teacher Conferences

Parents who exhibit desired professional expertise identified by the Board may also be recommended to the Amethod Public Schools Board of Directors.
~~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.~~

**Student Involvement in Governance**

DCA has an active Student Body Government ("SBG") where elected students serve as advisors and student leaders at the school. SBG works closely with the Site Leadership team and the AMPS Board of Directors to make suggestions on school programming.

policies, procedures, and matters that involve the student body. The SBG also puts together school programming such as school dances, events, fundraisers, community service projects, and other school-wide activities as requested by the student body.

The SBG meets at least once per month. The meetings are open to all students and any student or staff can make comments on topics or matters that impact the student body. Each grade level elects three representatives to serve on the SBG, a President, Vice President, and Secretary/Treasurer. These members have voting rights when decisions are made at SBG meetings.

Complaint and Uniform Complaint Procedures ("UCP") Procedures ~~**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***~~

AMPS uses a formal complaint policy and process to address community concerns that are not resolved through informal processes. The Charter School will establish complaint procedures that address both complaints alleging discrimination or violations of law and complaints regarding other areas. The Charter School will not, at any time, refer complaints to the District, and will address matters at the Charter School and organizational level consistent with the nature of charter legislation. However, parents/guardians and families may approach the local authorizer or school district to file a complaint should they wish to do so.

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Amethod Public Schools has an Internal Resolution Service Complaint Process for internal complaints related to a school employee and/or school programing. AMPS also has a Uniform Complaint Procedure Policy and Complaint Form which address complaints related to discrimination and/or harassment. In addition, AMPS has established a Title IX Discrimination/Harassment Policy and Complaint Procedure to help achieve a safe, discrimination-free, and harassment-free environment for all. The complaint procedures and forms will be clearly articulated in the Charter School's website, student and family handbook, and employee handbook.

~~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).*~~

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## Element 5 (Employee Qualifications)

***"The qualifications to be met by individuals to be employed by the charter school." – Ed. Code § 47605(c)(5)(E)***

**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.

**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.

**Reporting 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 reporting of egregious misconduct.

**Employment 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 charged with or convicted of violent or serious felonies.

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**ESEA/ESSA and Credentialing Requirements**

The Charter School shall adhere to all requirements of ESSA that are applicable to teachers and paraprofessional employees in charter schools. DCA shall ensure that all teachers hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment, pursuant to Education Code sections 47605(l) and 47065.4(a). The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. The Charter School shall maintain current copies of all teacher credentials and make them readily available for inspection. Upon the hiring of any teacher, if requested by the District, the Charter School shall provide a copy of that teacher's credentials documentation to the District.

**Employee Qualifications**

The staffing needs for DCA will be identified by the AMPS Human Resources Department, along with the Chief Executive Officer with input from the Principal and will be consistent with the Charter School budget. Before any employee can begin service at DCA, they must provide evidence of fingerprinting/background screening and tuberculosis ("TB") risk assessment or examination. These documents must be checked and verified by administrative staff. The Charter School will maintain a current copy of all employee records, which will be available for audit along with a record of their teaching credentials, fingerprinting/background screening, professional development hours, and a current TB risk assessment or examination. AMPS will comply with all state and federal laws concerning the maintenance and disclosure of employee records. See Element 6 of this charter for additional information.

Within the provisions of applicable law, DCA reserves the right to recruit, interview and hire anyone at any time who has the best qualifications to fill any of its position vacancies so long as the credentialing requirements are met for teachers. Additionally, DCA will ensure the Charter School is a school of choice and that no employee will be required to work at the Charter School.

AMPS believes that all of its employees play a key role in creating a successful learning environment and will recruit qualified employees throughout the organization. AMPS recognizes that employment of staff is voluntary and at-will. The AMPS Human Resources Department, along with the Chief Executive Officer and Chief of Staff, shall monitor compliance of this policy. The educational and skill level qualifications and job descriptions of teachers to be employed in the Charter School shall meet the educational goals as outlined in this charter.

**Employee Recruitment and Selection Process**

All staff hired by Amethod Public Schools must demonstrate an understanding and commitment to our mission, vision, core values, and educational philosophy. Amethod Public Schools is an equal opportunity employer and employment decisions are based on qualifications, abilities, and work performance.

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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.~~

The AMPS Home Office team works closely with the Site Leadership team to attract and recruit professional and qualified staff.

Recruitment strategies include:

- Dedicated Human Resources staff to support the entire recruitment process;
- Marketing Manager to expand our outreach efforts;
- Linkages to teacher preparation programs;
- Consistent communication between the Home Office team and the school site;
- 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;
- Implementing print and social media/online campaigns to attract talent;
- Participating in informational sessions and recruitment fairs at colleges and graduate schools;
- Partnerships with colleges and universities such as UC Berkeley, CSU East Bay, Stanford University, San Francisco State University, St. Mary's College, Chico State University, Sacramento State University, and UCLA;

- Partnerships with organizations such as Teach for America, Reach, CCCOE, and Cal Teach;
- Advertising job postings on high-trafficked websites such as Indeed, Edjoin.org, and Teacherjobs.org;
- Utilize the network of colleagues from our existing teaching staff;
- Fostering internal pipelines of talent.

~~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~~Principal 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~~Principal~~)~~ is the instructional, cultural, managerial, and community leader of the school. The ~~Site Director~~Principal 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~~Principal 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~~Principal 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/guardians, 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.

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~~**See Appendix Q for Site Director Job Qualifications and Description**~~

**~~Teacher~~ Selection of Employees**

The AMPS Board of Directors set the terms and conditions of employment for employees of Amethod Public Schools by establishing personnel policies. Decisions relative to the selection, employment, and release of the Chief Executive Officer rest with the AMPS Board of Directors. Decisions relative to the selection, employment, and release of all other employees rest with the Chief Executive Officer in consultation with specific team members and the AMPS Board of Directors, as needed.

The DCA Principal, in partnership with members of the Home Office team, is responsible for the selection, employment, and release of all school-site staff. To ensure the selection of the highest quality staff, the following selection process is follows.

*Table 4.1: Employee Selection Process*

| | Phase | Responsible Party | Steps |
|---|---|---|---|
| 1 | Discuss Need | Human Resources Coordinator | Discuss hiring needs with your supervisor and receive their approval, in writing, to post an open position.<br><br>Note: If the role is in addition to the current staffing model, must discuss with the COS and CEO and conduct budget analysis |
| 2 | Job Posting Request | Human Resources Coordinator | Forward the approval to post the position to hrsupport@amethodschools.org. Make sure to include the position title and any additional pertinent information. |
| 3 | Job Posting | Human Resources/Talent Coordinator | Post job on Paylocity and EdJoin. Posting on Paylocity ensures that the posting is seen on multiple job boards such as Indeed. |
| 4 | Obtaining Resumes | Human Resources/Talent Coordinator | Human Resources/Talent Coordinator checks Paylocity for resumes and selects candidates to move to the screening phase. |
| 5 | Resume Screen | Human Resources Coordinator | Human Resources Coordinator schedules and conducts initial screening interviews and |

| | | | |
|---|---|---|---|
| | | | determines who moves forward to the next interview.<br><br>For teaching candidates, credential status should be confirmed at this time. |
| 6 | Scheduling Interview | Hiring Team | Hiring Team coordinates and schedules either zoom or in person interview with the candidate.<br><br>In person/follow-up interviews should be scheduled within a week after the initial screening. |
| 7 | Offer Request | Human Resources Coordinator | Once a candidate has been selected, the Human Resources Coordinator must fill out the Offer Letter Request Form to alert the Human Resources/Talent Coordinator to send an Offer Letter to the candidate. |
| 8 | Offer Request Approval | Human Resources/Talent Coordinator | Human Resources/Talent Coordinator reviews Offer Letter Requests by following the AMPS compensation guidelines, credentialing requirements.<br><br>If credential requirements are not met, candidates will not receive an offer letter. Human Resources/Talent Coordinator will review CTC to make sure that candidates hold the correct credential for the course. |
| 9 | Job Offer | Human Resources/Talent Coordinator | Human Resources/Talent Coordinator emails candidate an Offer Letter and requests return within 2 business days. Human Resources Coordinator is copied in communication. |
| 10 | Job Offer Response | Candidate | Candidate accepts or declines job offer. If the candidate does not respond within 3 days, the Human Resources/Talent Coordinator emails the Human Resources Coordinator so that the Human Resources Coordinator can follow up with candidate. |

| | | | |
|---|---|---|---|
| 11 | Pre-Employment Process | Human Resources/Talent Coordinator | After the Candidate accepts the job offer, the Human Resources/Talent Coordinator will send the Candidate the TB, Live Scan, and other hiring documents. The candidate will have 10 business days to complete and return. |
| 12 | New Hire Welcome | Human Resources/Talent Coordinator | Send welcome email to candidate informing them of new hire onboarding, details about what to bring to onboarding, and what they will receive at onboarding. Include Human Resources Coordinator in email. |
| 13 | Access | Human Resources/Talent Coordinator | Send request to Technology Department related to laptop, email, PowerSchool, etc. access if applicable.<br><br>Send a request to the Facilities Department related to keys if applicable. |
| 14 | Onboarding | Human Resources/Talent Coordinator | Meet with New Hire to have them sign any pending documentation, distribute access materials and employee badge, inform them of required training, and answer any questions the New Hire might have.<br><br>Note: New Hire cannot start until after they have been through Onboarding. |
| 15 | Training | Human Resources/Talent Coordinator | Provide access to New Hire for required SafeSchools (Vector) Trainings, CDE Trainings, and CPR. |
| 16 | Paylocity | Human Resources/Talent Coordinator | Ensure information is updated for New Hire on Paylocity and work with Payroll Department to ensure New Hire process is complete. |

~~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.~~

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~~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.~~

## QUALIFICATIONS AND JOB DESCRIPTIONS FOR KEY POSITIONS

Amethod Public Schools as a charter management organization has an experienced Home Office team responsible for supporting the Charter School and its team in implementing a quality instructional program in alignment with the charter petition.

### Home Office Key Positions

The following positions are Amethod Public Schools' Home Office key positions that will support the Charter School in its operations. The organization chart and job descriptions will be revised as necessary to reflect the needs and priorities of the organization in service of its mission.

### Chief Executive Officer

Reporting to the Amethod Public Schools' Board of Directors, the CEO provides strategic, financial, and operational leadership for AMPS, closely coordinating and working with the senior leadership team. The Chief Executive Officer will play an integral role in creating access and opportunity for some of the country's most chronically underserved students. They will embody dependability and consistency in prioritization, actively engage various AMPS constituent groups in pursuit of a strategic plan and harmonize human capital and other resources to ensure its meticulous execution. The CEO will represent AMPS to the larger stakeholder communities and hold the standard for quality and accountability across all aspects of the organization.

Qualifications:

- Master's Degree from an accredited institution of higher education.
- 5+ years of experience in a leadership role (within the charter sector preferred)
- Strong fiscal background and understanding of school budgeting and budget sources
- Knowledge of local, state, and federal laws applying to California public charter schools
- Bilingual, preferred

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**Chief of Staff**

The Chief of Staff reports directly to the CEO and is the key individual responsible for coordinating priorities, managing key initiatives, strengthening communication across schools and departments, and ensuring that organization-wide work moves forward efficiently and in alignment with AMPS' mission and goals.

Qualifications:

- Master's Degree from an accredited institution of higher education.
- 5+ years of experience in a leadership role (within the charter sector preferred)
- Knowledge of local, state, and federal laws applying to California public charter schools
- Bilingual, preferred

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**Senior Director of Students Services and Special Education**

The Senior Director of Student Services and Special Education reports directly to the CEO and is responsible for overseeing student support systems, special education programs, Section 504 services, intervention practices, compliance, and related services across AMPS schools to ensure students receive appropriate supports in alignment with AMPS' mission, applicable law, and each student's individual needs.

Qualifications:

- Master's Degree from an accredited institution of higher education
- 5+ years of experience in student services, special education, or school leadership, preferably within the charter sector.
- Valid California administrative credential, special education credential, pupil personnel services credential, or related credential preferred.
- Knowledge of local, state, and federal laws applying to California public charter schools, including special education, Section 504, student discipline, and student support requirements.
- Bilingual, preferred.

**Assistant Director of Student Services**

Reporting to the Senior Director of Students Services and Special Education, the Assistant Director of Student Services is responsible for supporting the development and implementation of school counseling programs, MTSS behavior strategies, mental health supports, career pathways, and college access programs. This role involves overseeing partnerships with academic institutions, community colleges, and business partners to ensure students' seamless transition from K-12 to college.

Qualifications:

- Master's degree in School Counseling or related field.
- Meet CA licensure and credentialing requirements in school counseling.
- Minimum of three (3) years of successful college counseling and career pathway experience.
- Strong understanding of learning management systems, student information systems, and educational data standards.
- Previous work experience in charter schools, preferred.

# Downtown Charter Academy 2027-2032

**Director of Curriculum and Instruction**

The Director of Curriculum and Instruction will be responsible for managing teaching and learning initiatives across our network of schools. This pivotal role requires someone who can execute the vision for instructional models and systems, ensuring consistency and excellence in teaching practices across all sites. The Director of Instruction will work closely with school leaders and teachers to foster a culture of continuous improvement and student success.

Qualifications:

- Bachelor's degree in education or related field (Master's degree preferred).
- 3+ years of experience in educational leadership roles, with a focus on teacher coaching, instructional improvement, and professional development design.
- Knowledge of state standards, assessment requirements, and educational policies.
- Demonstrated leadership abilities, including strategic planning, team building, and project management.
- Previous experience in charter schools, preferred.

**Marketing Manager**

The Marketing Manager is responsible for developing and implementing marketing, communications, outreach, and enrollment-related strategies that strengthen public awareness of AMPS schools, support family engagement, promote school programs and events, and ensure consistent messaging across digital platforms, print materials, community outreach, and organization-wide communications.

Qualifications:

- Bachelor's Degree from an accredited institution of higher education.
- 3+ years of experience in marketing, communications, public relations, community outreach, enrollment, or related field, preferably within education or the nonprofit sector.
- Experience managing social media, digital marketing, website content, newsletters, flyers, branding, and community-facing communications.
- Strong written and verbal communication skills, with the ability to develop clear, culturally responsive, and family-friendly materials.

- Knowledge of local communities served by AMPS schools and strategies for engaging diverse families, preferred.
- Bilingual, preferred.

**Business Manager**

The Business Manager is responsible for supporting the financial health and operational efficiency of AMPS by managing day-to-day financial operations, supporting budget development and monitoring, coordinating financial reporting, assisting with audit preparation, and ensuring accurate and timely completion of fiscal processes in collaboration with school leaders, the Home Office team, and the back office provider.

Qualifications:

- Bachelor's Degree in finance, accounting, business administration, or related field from an accredited institution of higher education.
- 3+ years of experience in finance, accounting, business operations, school operations, or related field, preferably within education or the nonprofit sector.
- Experience supporting budgets, payroll, accounts payable, accounts receivable, cash management, purchasing, and monthly close processes.
- Knowledge of GAAP, financial reporting standards, and local, state, and federal financial requirements applicable to California public charter schools.
- Ability to analyze financial data, prepare accurate reports, monitor budget activity, and communicate financial information clearly to school and organizational leaders.
- Experience coordinating audit documentation, compliance reporting, vendor payments, and fiscal procedures with internal teams and external partners.
- Previous experience in charter schools, preferred.

**Human Resources Coordinator**

The Human Resources Coordinator is responsible for supporting AMPS human resources functions, including recruitment, hiring, onboarding, employee records, compliance tracking, personnel documentation, HR communications, and coordination of employee life cycle processes to ensure that AMPS schools and departments are staffed and supported in alignment with the organization's mission, talent strategy, and applicable employment requirements.

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Qualifications:

- Bachelor's Degree in human resources, business administration, management, education, or related field from an accredited institution of higher education.
- 2+ years of experience in human resources, talent operations, recruitment, employee onboarding, school operations, or related field, preferably within education or the nonprofit sector.
- Experience supporting recruitment, interview coordination, hiring processes, onboarding, employee records, personnel files, credential or compliance tracking, and HR communications.
- Knowledge of federal, state, and local employment laws, personnel practices, and confidentiality requirements applicable to California public schools or nonprofit organizations.
- Strong organizational skills and ability to manage timelines, maintain accurate records, coordinate multiple HR processes, and communicate clearly with employees, candidates, school leaders, and Home Office staff.
- Experience using HR information systems, applicant tracking systems, payroll platforms, or employee records systems, preferred.
- SHRM certification, HR certificate, or related professional certification, preferred.
- Bilingual, preferred.

**Data Manager**

The Data Manager is responsible for supporting AMPS data and assessment systems, including student performance data, assessment coordination, data dashboards, progress monitoring, reporting, and school-level data analysis to support data-informed decision-making, instructional improvement, compliance, and student achievement across AMPS schools.

Qualifications:

- Bachelor's Degree in education, data science, statistics, information systems, or related field from an accredited institution of higher education.

- 3+ years of experience in data management, assessment coordination, educational data analysis, school operations, or related field, preferably within education or the nonprofit sector.
- Experience analyzing student achievement data, benchmark assessment results, state assessment data, attendance data, intervention data, and schoolwide performance trends.
- Knowledge of California state standards, assessment requirements, accountability systems, and educational reporting requirements applicable to public charter schools.
- Experience supporting the administration of state assessments, benchmark assessments, internal assessments, and student progress monitoring systems.
- Ability to develop and maintain dashboards, reports, data trackers, and tools that provide clear and timely information to school leaders, instructional staff, and Home Office teams.
- Knowledge of MTSS and Response to Instruction and Intervention ("RtI²"), preferred.
- Previous experience in charter schools, preferred.

**Site Level Key Positions**

The following positions are Richmond Charter Academy's key positions, and the qualifications needed for those roles. The organization chart and job descriptions will be revised as necessary to reflect the needs and priorities of the Charter School in service of its mission.

**Principal**

The Principal is responsible for serving as the instructional, cultural, operational, and community leader of the Charter School by setting a clear vision, maintaining a safe and structured college-going environment, supporting high levels of student achievement, managing school operations and resources, developing teacher practice through observation and coaching, strengthening family and community engagement, and ensuring the school operates in alignment with AMPS' mission, applicable law, and the needs of students.

Qualifications:

- Bachelor's Degree from an accredited institution of higher education required.

- Master's Degree in education, educational leadership, curriculum and instruction, or related field preferred.
- Valid California teaching credential required.
- Valid California administrative services credential required, or eligibility for a California administrative services credential.
- At least four (4) years of successful teaching experience, preferably in an urban public charter school or similar public school setting.
- At least one (1) year of experience as an instructional leader, Assistant Principal, Dean, Principal, or equivalent school leadership role.
- Experience using student achievement data, classroom observation, coaching cycles, professional development, and progress monitoring to improve instruction and student outcomes.
- Knowledge of California state standards, assessment systems, public charter school requirements, student support systems, school budgeting, compliance, and applicable local, state, and federal laws.
- Ability to manage school revenues and expenses within the approved budget and work collaboratively with AMPS leadership, Home Office staff, teachers, students, families, and community partners.
- Strong communication, organizational, problem-solving, instructional leadership, and staff development skills.
- Bilingual, preferred.

**Dean of Instruction**

The Dean of Instruction reports to the Principal and serves as the instructional leader responsible for supporting the effective implementation of the instructional program at the school site. The Dean of Instruction is a member of the administrative team and supports instructional excellence by coaching and developing teachers, analyzing student achievement data, supporting professional development, monitoring curriculum implementation, strengthening instructional practices, and helping ensure that all students have access to rigorous, standards-aligned instruction.

Qualifications:

- Bachelor's Degree from an accredited institution of higher education.
- Valid California teaching credential required.

- 3+ years of successful teaching experience.
- Demonstrated track record of producing high levels of growth in student academic achievement.
- Experience as a teacher leader, instructional coach, department lead, Dean of Instruction, or similar instructional leadership role.
- Knowledge of California state standards, assessment systems, curriculum implementation, data analysis, instructional best practices, and intervention strategies.
- Experience observing classroom instruction, providing feedback, supporting coaching cycles, and facilitating professional development.
- Strong communication, collaboration, organization, and problem-solving skills.

**Dean of Students**

The Dean of Students is responsible for supporting the Principal in the development and implementation of the school's safety, student culture, discipline, student support, and operations program. The Dean of Students serves as a member of the administrative team and helps cultivate a positive, structured, inclusive, and achievement-oriented school environment by supporting students, families, teachers, and staff in the consistent implementation of school expectations, behavior systems, restorative practices, family communication, and student support strategies.

Qualifications:

- Bachelor's Degree from an accredited institution of higher education.
- Valid California credential preferred, including a Pupil Personnel Services credential, teaching credential, administrative services credential, or other related credential that supports student services, school culture, counseling, instructional leadership, or school administration.
- 3+ years of experience working with underserved youth in a school setting.
- Experience supporting student culture, behavior systems, student discipline, restorative practices, attendance, family engagement, or school operations.
- Demonstrated ability to support positive student outcomes through relationship-building, consistent implementation of school expectations, and collaboration with teachers, staff, students, and families.

- Knowledge of student support practices, behavior intervention, school safety, discipline procedures, family communication, and applicable student rights and due process requirements.
- Previous work experience in charter schools, preferred.
- Bilingual, preferred.

**Teacher**

The Teacher is responsible for providing high-quality, standards-aligned instruction that supports student achievement, fosters a positive and inclusive classroom environment, and advances the mission and goals of AMPS. Teachers develop and deliver effective lessons, use data to monitor student progress, adapt instruction to meet diverse learning needs, collaborate with colleagues, communicate with families, and contribute to a safe, structured, and achievement-oriented school community.

Qualifications:

- Bachelor's Degree or higher from a regionally accredited institution.
- Valid California teaching credential required for the assigned grade level and/or subject area, or eligibility and willingness to obtain the appropriate California teaching permit, intern credential, or credential authorization in accordance with applicable law.
- Demonstrated subject matter competence for the assigned teaching position.
- 1+ years of experience working in a school setting or with children or youth, preferred.
- Experience developing and implementing lesson plans aligned to California state standards and network-adopted curriculum.
- Ability to adapt instruction to meet the needs of diverse learners, including ELs, SWD, SED students, and students requiring intervention or enrichment.
- Strong classroom management skills and ability to establish clear routines, maintain a positive learning environment, and build strong relationships with students.
- Experience using formative and summative assessment data to monitor student progress, provide feedback, and implement individual or small group supports.

- Strong communication and collaboration skills, including the ability to communicate regularly with families regarding classroom activities, student progress, and student needs.
- Previous experience in charter schools, preferred.
- Bilingual, preferred.

**School Counselor**

The School Counselor is responsible for supporting students' academic, social-emotional, behavioral, college and career readiness, and personal development needs in alignment with AMPS' mission and the goals of the Charter School. The School Counselor provides individual and group counseling, supports crisis response and intervention, collaborates with teachers, families, and school leaders, connects students and families to appropriate resources, supports ERMHS services as authorized, and helps maintain a safe, inclusive, and supportive school environment that promotes student success.

Qualifications:

- Bachelor's Degree from an accredited institution of higher education required.
- Master's Degree in school counseling, counseling, psychology, social work, education, or related field preferred.
- Valid California Pupil Personnel Services credential in School Counseling required, or credential authorizing the employee to provide ERMHS services to pupils, completed or in progress, as applicable.
- At least two (2) years of school counseling experience or extensive experience working in urban school settings preferred.
- Experience providing academic, social-emotional, behavioral, college and career readiness, or student support services in a school setting.
- Understanding of ASCA school counseling standards.
- Knowledge of student counseling practices, crisis response, mandated reporting, student confidentiality, trauma-informed practices, restorative practices, and social-emotional learning.
- Ability to provide individual and group counseling, support intervention planning, participate in student support meetings, and collaborate with teachers, families, school leaders, and community partners.

- Experience supporting diverse student populations, including ELs, SWD, SED students, foster youth, homeless youth, and students requiring additional academic, behavioral, or social-emotional support.
- Strong communication, collaboration, organization, documentation, and problem-solving skills.
- Previous experience in charter schools, preferred.
- Bilingual, preferred.

**Support Staff**

DCA seeks administrative, operational, and student support staff who demonstrate the experience, skills, and judgment necessary to support the effective operation of the Charter School. DCA provides resources, training, and professional development opportunities to help staff remain informed of applicable laws, procedures, student needs, safety expectations, and operational requirements related to their job functions. All non-certificated staff possess experience, training, and expertise appropriate for their assigned positions.

Qualifications:

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities.

- High School Diploma or equivalent required.
- Minimum of one (1) year of work or volunteer experience in a job-related field required.
- Experience working in a school, nonprofit, community-based, youth-serving, or customer-service setting preferred.
- Ability to communicate effectively with students, families, staff, and community members.
- Commitment to serving students and families from historically underserved communities required.
- Commitment to DCA's mission, vision, school culture, and student support model required.
- Bilingual in English and Cantonese, or another language spoken by DCA families, preferred.

**Instructional Aide**

Under the supervision of the Principal or designee, the Instructional Aide supports teachers and students by providing direct classroom support, small group instruction, individual student assistance, supervision, and other instructional and student support services. The Instructional Aide helps reinforce classroom instruction, supports student engagement, assists with implementation of accommodations and intervention strategies as directed, and contributes to a safe, inclusive, and productive learning environment.

Qualifications:

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities.

- High School Diploma or equivalent, **and**
- Two years of college (48 units), **or**
- Associate's Degree (or higher), **or**
- Pass a local assessment of knowledge and skills in assisting in instruction in reading, writing, and mathematics. (Required)
    - Minimum of one (1) year of work or volunteer experience with children or youth required.
    - Experience supporting students in a school, after-school, tutoring, intervention, special education, or youth-serving setting preferred.
    - Ability to support classroom instruction, small group learning, student supervision, and implementation of teacher-directed supports.
    - Commitment to serving students and families from historically underserved communities required.
    - Commitment to DCA's mission, vision, school culture, and student support model required.
    - Bilingual in English and Cantonese, or another language spoken by DCA families, preferred.

**Performance Evaluations**

Staff evaluations are performed at least two times per school year. The Principal and Deans are responsible for evaluating all teachers and support staff. The Home Office instructional team supports the sites with the evaluation process and ensures

compliance. The Principal is responsible for evaluating the Deans, and the Director of Curriculum and Instruction is responsible for evaluating the Principal. Home Office staff are evaluated by their immediate supervisor. The AMPS Board of Directors evaluates the Chief Executive Officer.

# Downtown Charter Academy 2027-2032

***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 6 (Health and Safety)

***"The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the 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.

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 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 Education Code section 44691.

**Employee Screening Requirements**

Criminal 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.

Tuberculosis 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.

***Procedures for Background Checks***

As required by Education Code Sections 44237 and 45125.1, the Charter School shall require all employees of Charter School, all volunteers who will be performing services that are not under the direct supervision of a Charter School employee, and any onsite independent contractors or vendors having unsupervised contact with students, to submit to criminal background checks and fingerprinting. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. The Charter School shall also comply with the provisions of AB 2534 (2024) requiring charter schools to inquire about any credible complaints or investigations related to egregious misconduct against applicants for employment. The Charter School shall maintain on file and available for inspection evidence that Charter School has performed criminal background checks and cleared for employment all employees prior to employment, and documentation that independent contractors and vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students. The Charter School shall also ensure that it requests and receives subsequent arrest notifications from the California Department of Justice to ensure the ongoing safety of its students. The Chief Executive Officer shall monitor compliance with this policy and report to the Charter School Board of Directors on a regular basis. The Chief of Staff will monitor the fingerprinting and background clearance of the Chief Executive Officer.

~~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 employees will be mandated child abuse reporters ("mandated reporter") and will follow all applicable reporting laws, the same policies and procedures used by the County. Volunteers are also mandated reporters to the extent they are over 18 years of age and interact with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. Contractors are also mandated reporters to the extent their role requires contact with or supervision of pupils. The Charter School shall provide mandated reporter training to all mandated reporters annually in accordance with Education Code Section 44691. Individuals who completed the training provided by the State Department of Social Services and received a certificate of completion within the previous 12 months shall be deemed to satisfy the training requirements upon presentation of a certificate of completion to the Charter School.

~~***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.***~~

***Tuberculosis Risk Assessment and Examination***

Employees, and volunteers who have frequent or prolonged contact with students, will be assessed and examined (if necessary) tested for tuberculosis prior to commencing employment and working with students, and for employees at least once each four years thereafter, as required by Education Code Section 49406.

The Charter School shall also require any 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 within the period of 60 days prior to employment/service and every four years, in accordance with Education Code Section 49406. Charter School shall maintain tuberculosis clearance records and certifications on file.

***Comprehensive Anti-Discrimination and ~~Sexual~~ Harassment Policies and Procedures***

The Charter School is committed to providing a campus that is free from discrimination and sexual harassment, as well as any harassment based upon ~~such factors~~the actual or perceived characteristics of ~~as~~ race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, ~~n ational origin, ancestry, age, medical condition, marital status, sexual orientation, gender, gender identity, or disability.~~

sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. The Charter School shall develop a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the Charter School's anti-discrimination and harassment policies.

A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code Section 231.6, and shall prominently and conspicuously display the poster in each bathroom and locker room at the schoolsite and in public areas at the schoolsite that are accessible to, and commonly frequented by, pupils.

The Charter School will comply with AB 715 (2025) and all applicable laws related thereto addressing anti-discrimination, including but not limited to curriculum and professional development.

Charter School will comply with AB 1369 (2025) regarding students' rights to wear traditional tribal regalia or recognized objects of religious or cultural significance, as

determined by the student and the student's family, as an adornment at school graduation ceremonies or related school events.

~~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 enrolled students, who receive classroom-based instruction will be 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 Sections 6000-6075. All rising 7th grade students must be immunized with a pertussis (whooping cough) vaccine booster. Records of student immunizations shall be maintained to the extent required for enrollment in public schools.

Upon a student's admission or advancement to 6th grade, the Charter School shall submit to the student and their parent or guardian a notification that advises students to adhere to current immunization guidelines regarding human papillomavirus ("HPV") before admission or advancement to 8th grade, consistent with the requirements of Education Code Section 48980.4 and Health and Safety Code Section 120336.

~~***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 Charter School shall meet state and federal standards for dealing with blood-borne pathogens and other potentially infectious materials in the ~~work place~~workplace. The ~~school shall implement the board approved~~ Board shall establish a 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~~ Charter School shall function as a drug, alcohol and ~~tobacco~~smoke- free workplace.

***Medication in School***

The Charter School will adhere to Education Code Section 49423 regarding administration of medication in school. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members; per AB 1651 (2023), the Charter School shall store emergency epinephrine

auto-injectors in an accessible location upon need for emergency use and include that location in annual notices required by law. To the extent the Charter School maintains a stock of albuterol inhalers to respond to respiratory distress in students, the Charter School shall comply with the requirements of Education Code Section 49414.7, including with respect to training, notices, and the stocking of albuterol inhalers.

~~***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***~~***Indicators***

The Charter School shall comply with Education Code Section 47610 by utilizing facilities that are either compliant with the Field Act or facilities that are compliant with the California Building Standards Code. The Charter School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required under Education Code Section 32001.

~~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.~~

~~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~~School Meals***

The Charter School shall provide breakfast and lunch free of charge during each school day to any pupil who requests a meal without consideration of the pupil's eligibility for a federally funded free or reduced-price meal, with a maximum of one free meal for each meal service period in compliance with Education Code 49501.5. The meals provided under this paragraph shall be nutritionally adequate meals that qualify for federal reimbursement. The Charter School shall provide each student adequate time to eat as determined by the Charter School in consideration of available guidance.

***~~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***

Students will be screened for vision, hearing and scoliosis. The Charter School ~~DCA~~ shall adhere to Education Code Section 49450 *et seq.* as applicable to the grade levels served by the school.

***Diabetes***

The Charter School shall make Type 1 Diabetes informational materials accessible to the parent/guardian of a pupil when the pupil is first enrolled in elementary school. The Charter School will provide an information sheet regarding Type 2 Diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but shall not be limited to, all of the following:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 diabetes.
3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
4. A description of treatments and prevention methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

***Suicide Prevention Policy***

The Charter School shall maintain a policy on student suicide prevention in accordance with Education Code Section 215. The Charter School shall review, at minimum every fifth year, its policy on pupil suicide prevention and, if necessary, update its policy. Pursuant to AB 58 (2021-22), the Charter School will also review and update its suicide prevention policy to incorporate best practices identified by the CDE's model policy, as revised. Pursuant to SB 1318 (2025), the Charter School shall specifically comply with all requirements regarding the adoption of a revised suicide prevention policy subject to review of the CDE's forthcoming model policy updates.

***Mental Health Education***

If the Charter School offers one or more courses in health education to students in middle or high school, the Charter School shall include in those courses instruction in mental health that meets the requirements of Education Code Section 51925, *et seq*.

***Mental Health Information***

The Charter School shall create and post a poster at the schoolsite identifying approaches and resources addressing student mental health in compliance with Education Code Section 49428.5. The poster shall be displayed in English and the primary language(s) spoken by 15 percent or more of students enrolled at the schoolsite. The poster shall be prominently and conspicuously displayed in appropriate public areas that are accessible to, and commonly frequented by, students at the schoolsite. The poster shall also be digitized and distributed online to students through social media, internet websites, portals, and learning platforms at the beginning of each school year.

***Prevention of Human Trafficking***

The Charter School shall identify and implement the most appropriate methods of informing parents and guardians of students in grades 6 through 8 of human trafficking prevention resources in compliance with Education Code Section 49381.

***Sexual Abuse Prevention***

The Charter School will comply with SB 848 (2025) regarding sexual abuse prevention efforts, including but not limited to requirements regarding the adoption of a professional boundaries policy, policy regarding school facilities, safety plan content, hiring process requirements to screen for prior egregious misconduct, and participation in the CTC data reporting system.

***Menstrual Products***

In compliance with Education Code Section 35292.6, the Charter School shall stock the Charter School's restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom.

The Charter School shall post a notice regarding the requirements of this paragraph in a prominent and conspicuous location in every restroom required to stock menstrual products. This notice shall include the text of Education Code Section 35292.6 and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.

***All Gender Restrooms***

In compliance with Education Code Section 35292.5, the Charter School shall provide and maintain at least one all-gender restroom for voluntary student use at each of its school sites that has more than one female restroom and more than one male restroom designated exclusively for student use. The restroom shall have signage identifying the bathroom as being open to all genders, it shall remain unlocked, unobstructed, and easily accessible by any student, and be available during school hours and school functions when students are present. The Charter School shall designate a staff

member to serve as a point of contact and to post a notice regarding these requirements.

***Recess***

Except where a field trip or other educational program is taking place, if the Charter School provides recess, to the extent required by Education Code Section 49056, the Charter School shall provide supervised and unstructured recess, distinct from physical education courses and mealtimes, of at least 30 minutes on regular instructional days and at least 15 minutes on early release days. The Charter School shall not restrict a student's recess unless there is an immediate threat to the physical safety of the student or one or more of their peers.

***School Safety Plan***

The Charter School shall adopt a School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include, but not limited to identification of appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School's procedures for complying with applicable laws related to school safety, including the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(N):

A. Child abuse reporting procedures
B. Routine and emergency disaster procedures
C. Policies for students who committed an act under Education Code Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
D. Procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
E. A discrimination and harassment policy consistent with Education Code Section 200
F. Provisions of any schoolwide dress code that prohibits students from wearing "gang-related apparel," if applicable
G. Procedures for safe ingress and egress of pupils, parents/guardians, and employees to and from the Charter School
H. A safe and orderly environment conducive to learning
I. The rules and procedures on school discipline adopted pursuant to Education Code Sections 35291, 35291.5
J. The rules and procedures on Charter School discipline procedures for conducting tactical responses to criminal incidents
K. If the comprehensive school safety plan includes procedures to prepare for active shooters or other armed assailants by conducting a drill, procedures that comply with Section 32282(a)(2)(K)(i)-(iv)
L. Procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a school bus serving the

school
M. Procedures to respond to incidents involving an individual experiencing a sudden cardiac arrest or a similar life-threatening medical emergency while on school grounds
N. A protocol in the event a pupil is suffering or is reasonably believed to be suffering from an opioid overdose

The School Safety Plan shall be drafted specifically to the needs of the facility in conjunction with law enforcement and the Fire Marshal. Staff shall receive annual training on emergency response procedures, including evacuation protocols, appropriate "first responder" training or its equivalent, lockdown procedures, first aid response, and the use of emergency equipment such as fire extinguishers, epinephrine auto-injectors, and automated external defibrillators.

Disaster procedures included in the School Safety Plan shall address and include adaptions for students with disabilities. To the extent an employee, parent/guardian, educational rights holder, or student brings concerns regarding the procedures to the Executive Director and, if there is merit to the concern, the Executive Director shall direct the School Safety Plan to be modified accordingly.

The Charter School shall develop an instructional continuity plan, consistent with Education Code Section 32282(a)(3), to establish communication with students and their families and provide instruction to students when in-person instruction is disrupted due to an emergency pursuant to Education Code Sections 41422 or 46392(a).

~~***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 Heath 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 Charter School, including its employees and officers, shall comply with the Family Educational Rights and Privacy Act at all times.

~~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.~~

***California Healthy Youth Act***

The Charter School shall teach sexual health education and human immunodeficiency virus ("HIV") prevention education to students in grades 7-8, at least once in middle school, pursuant to the California Healthy Youth Act (Education Code Section 51930, *et seq.*).

***Workplace Violence Prevention Plan***

The Charter School shall establish, implement, and maintain, at all times in all work areas, an effective violence prevention plan consistent with the requirements of Labor Code Section 6401.9.

***Supporting LGBTQ Students***

Ending with completion of the 2029-30 school year, the Charter School shall use an online training delivery platform and curriculum to provide at least one (1) hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code Section 218.

***SAFETY Act***

Pursuant to AB 1955 (2024), employees of the Charter School shall not be required to disclose any information related to a pupil's LGBTQ+ identity to any other person without the pupil's consent unless otherwise required by state or federal law. This

provision shall not limit a parent's ability to request school records on behalf of their child.

***Homicide Threats***

The Charter School shall comply with all requirements under Education Code Sections 49390-49395 regarding mandatory reporting in response to homicidal threats. All employees and Board members who are alerted to or who observe any threat or perceived threat in writing or through an action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement.

***Bullying and Cyberbullying Prevention***

The Charter School shall adopt p bullying and cyberbullying prevention policies (in compliance with all requirements under AB 772 (2025) regarding the adoption of a policy addressing cyberbullying occurring outside school hours subject to review of the CDE's forthcoming model policy. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated school site employees and all other school site employees who have regular interaction with children.

***Athletic Programs***

The Charter School shall comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including but not limited to complying the requirements of Education Code Section 49475 regarding concussions/head injuries, and providing information to athletes regarding sudden cardiac arrest and annually providing each athlete an Opioid Factsheet for Patients.

In the event the Charter School participates in any interscholastic athletic programs, it shall comply with all applicable requirements, including, but not limited to, adopting a written emergency action plan for sudden cardiac arrest or other medical emergencies related to athletic programs, and acquiring at least one automated external defibrillator.

Further, the Charter School's emergency action plan shall describe the location of emergency medical equipment and include a description of the manner and frequency at which the procedures to be followed in the event of sudden cardiac arrest and other medical emergencies, including concussion and heat illness will be rehearsed. Coach training shall include recognition of the signs and symptoms of and responding to concussions, heat illness, and cardiac arrest.

***Sports Injuries***

The Charter School shall comply with the requirements of Education Code Section 49475 regarding concussions/head injuries with respect to any athletic program

offered by or on behalf of the Charter School.

~~***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."***~~

***Immigration Enforcement***
The Charter School will comply with AB 49, SB 98, and SB 495 (2025) regarding protection of students, families, and employees related to immigration enforcement and related matters, and adopt all policies and school safety plan requirements indicated.

***Gun Safety Notice***
At the beginning of the first semester of each school year, the Charter School shall comply with Education Code Section 44392 and distribute a notice to the parents/guardians of each student addressing California's child gun access prevention laws and laws related to firearm safety utilizing the most updated model language published by the CDE.

***Transportation Services***
The Charter School shall comply with the requirements of AB 88 (2023-24), if applicable, relating to background checks, testing, and other requirements for individuals and entities providing transportation services for students.

***Extreme Weather Policy***
In accordance with Education Code Section 33355, the Charter School will develop, adopt, and implement a weather policy that includes protocols for extreme weather conditions, and incorporates the standardized guidelines developed by CDE on or before July 1, 2026.

***Smartphone Policy***
The Charter School will comply with AB 962 (2025) and all other laws regarding smartphone use policies.

**Commented [AUT2]:** Matrix says Assurances on the compliance with ADA (Americans with Disabilities Act). Is this in the main affirmations.

~~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.~~

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## Element 7 (Balance of Racial/Ethnic, Special Education, and English Learner Students)

***"The means by which the charter school will achieve a balance of racial and ethnic 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)***

DCA is committed to creating a school community that reflects the diversity of the general population residing within the territorial jurisdiction of the District.~~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.~~ DCA will strive to recruit middle school students from a range of racial, ethnic, linguistic, ability, and socioeconomic backgrounds preparing to excel in high school, college and career.

The Charter School will maintain an accurate accounting of the balance of racial and ethnic students, students with disabilities, ELs and RFEPs, and SED students enrolled in the Charter School and will use this information to determine where additional outreach efforts are needed. DCA is committed to being racially, ethnically, linguistically (including ELs and RFEPs), ability, and socioeconomically diverse. Recruitment materials will include information about the admission process

DCA intends to employ the following recruitment and outreach strategies in support of its commitment to ensuring a diverse student population reflective of the general population residing in the District:[8]

**~~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~~**

[8] These strategies are subject to modification or suspension where they are infeasible or impractical due to public health restrictions, e.g., a pandemic, or disaster event.

~~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~~

Outreach and Recruitment Strategies~~Recruiting and Marketing~~

DCA uses multiple outreach methods to ensure families receive clear and accessible information about the Charter School. DCA's outreach efforts include informational meetings, open houses, school tours, community presentations, resource fairs, community canvassing, direct mailers, digital advertising, social media, the school website, newsletters, flyers, local media, and participation in community events. Outreach materials explain DCA's mission, instructional program, grade levels served, application process, enrollment deadlines, lottery process, student supports, family engagement opportunities, and nondiscrimination commitments.

AMPS supports DCA's outreach and recruitment efforts through organization-wide systems, staffing, communications, and marketing resources. AMPS supports multilingual communications, digital marketing, social media, family engagement strategies, community outreach, and enrollment-related messaging across AMPS' schools. When outreach is specific to DCA, school leaders and staff provide information regarding DCA's program, culture, services, supports, and enrollment process.

DCA and AMPS make reasonable efforts to provide outreach materials and key enrollment information in English, Cantonese, and other languages as the need arises. DCA also provides translation, accessible formats, and individualized assistance for families who need support understanding the program, completing interest forms, submitting applications, attending information sessions, or participating in registration after admission. These efforts reduce barriers related to language, disability, technology access, transportation, work schedules, or unfamiliarity with the Charter School enrollment process.

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DCA partners with educational partners and community organizations to strengthen outreach and build trust with families. Outreach includes collaboration with community leaders, neighborhood associations, youth organizations, libraries, recreation centers, community centers, family-serving agencies, local businesses, faith-based organizations, markets, restaurants, athletic teams and leagues, and other local organizations that serve families in Oakland. DCA also attends school option fairs, community fairs, city events, neighborhood events, and other public gatherings where families can learn about available public school options. AMPS may support these efforts by helping coordinate organization-wide outreach strategies, materials, staffing, and communications.

DCA conducts outreach to families of elementary students preparing to transition to middle school, including students attending other AMPS schools and schools in the surrounding community. Presentations and information sessions are provided to 5th grade students and families to explain DCA's academic program, school culture, enrichment opportunities, intervention supports, student support services, and enrollment process. These activities are informational only and do not restrict, screen, or condition eligibility for admission.

**Outreach and Recruitment Strategies to Ensure Diverse School Community**

DCA makes specific efforts to ensure that families of SWD understand that the Charter School is open to SWD and provides access to special education and related services consistent with applicable law. Outreach materials and information sessions describe DCA's inclusive instructional practices, Section 504 supports, special education responsibilities, related services, accommodations, and coordination with the appropriate SELPA, chartering authority, or service providers, as applicable. These efforts ensure families of SWD receive accurate information and are not discouraged from applying or enrolling.

For ELs and RFEP students, DCA provides information regarding language development supports, integrated and designated ELD, access to grade-level instruction, reclassification criteria, RFEP monitoring, and intervention supports. Families are informed that ELs receive meaningful access to DCA's educational program while developing English proficiency and that RFEP students are monitored after reclassification and supported if academic concerns arise.

For SED students and families, DCA provides information regarding academic intervention, instructional materials, technology access, meals, school supplies, enrichment opportunities, extracurricular activities, family communication, counseling, social-emotional supports, and other student resources. DCA supports families in completing required forms for admission and enrollment, and works to reduce barriers related to cost, transportation, technology, and communication.

DCA seeks to employ and retain a diverse staff that reflects and respects the community served by the Charter School. Staff involved in outreach and recruitment are trained to

communicate clearly with families, provide accurate information, avoid discouraging language, and refer families to appropriate staff when questions arise regarding enrollment, language access, special education, Section 504, or student supports. AMPS may also provide organization-wide support through staff such as an External Affairs Manager, Community Coordinator, school leaders, teachers, family volunteers, and community partners to support outreach and recruitment.

DCA maintains documentation of outreach and recruitment activities, including copies of materials, dates of events, locations of outreach, languages used, partner organizations, and participation information when available. AMPS may assist DCA with organization-wide systems for tracking outreach, communications, marketing activities, and enrollment-related data. DCA also reviews enrollment and outreach data to evaluate whether its efforts are reaching families across the community. This review includes application trends, enrollment trends, open house attendance, website traffic, social media engagement, family survey feedback, and participation in community events.

As part of its continuous improvement process, DCA periodically reviews the effectiveness of its outreach and recruitment strategies and makes adjustments as needed. AMPS may support this process by reviewing organization-wide outreach data, marketing trends, family engagement feedback, and recruitment strategies across AMPS schools. Adjustments may include revising messaging, expanding language access, identifying new community partners, increasing outreach in underrepresented neighborhoods, improving digital communication, adding family information sessions, and strengthening direct support for families completing enrollment materials.

Through these outreach and recruitment strategies, DCA provides broad, inclusive, and legally compliant access to its public charter school program. DCA's outreach efforts focus on building trust with families, communicating clearly, reducing barriers, welcoming all students, and ensuring that students from diverse racial, ethnic, linguistic, socioeconomic, and ability backgrounds are encouraged to consider DCA as a public school option.~~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.~~

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## Element 8 (Admissions Policies and Procedures)

***"Admission policies and procedures, consistent with subdivision (e) [of Education Code section 47605]." – Ed. Code § 47605(c)(5)(H)***

**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 comply with all requirements related to admissions preferences found in Education Code section 47605(e)(2)(B).

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 student on the based upon the characteristics listed in Section 220 (actual or perceived disability, gender, gender expression, gender identity, nationality, race or ethnicity, religion, sexual orientation, or any other characteristics that are contained in the definition of hate crimes as set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics).

The Charter School shall admit all students who wish to attend the Charter School. There will not be a test or assessment shall be administered to students prior to acceptance and enrollment into the Charter School. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the student or their parent/guardian within the State, except as otherwise required by law. In accordance with Education Code Sections 49011 and 47605(e)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

In accordance with Education Code Section 47605(e)(4)(A), the Charter School 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), including 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. Similarly, in accordance with Section 47605(e)(4)(C), the 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, including, but not limited to the academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), as listed above.

Pursuant to Education Code Section 47605(e)(4)(D), the Charter School shall post a notice developed by the CDE on the Charter School website, outlining the requirements of Section 47605(e)(4), and make this notice available to parents/guardians.

~~[Insert additional language showing how Charter School will comply with the above requirements, including how the 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" per 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 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.

**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.

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.

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 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 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. 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.**~~
~~**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.**~~
~~**Recruitment and Outreach**~~**Admission Process**
Formal recruitment of incoming students begins each Fall semester for the following

school year. The Charter School shall require students who wish to attend the Charter School to complete an application form. The Charter School will have a publicly advertised open application period each year for enrollment in 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/guardians. The Charter School ~~will conduct~~uses a lottery application form through the Oakland Enrolls consortium website which allows parents and guardians to apply to DCA and to a number of other Oakland Charter Schools. Parents and guardians only need to complete one form and apply to multiple Charter Schools. Parents/guardians can receive direct assistance with the application process either over the phone or in person. The Charter School also includes a direct manner for parents and guardians to apply directly to DCA. The application includes the following: ~~the lottery each spring for fall enrollment, using the SchoolMint platform in partnership with the EnrollOak Common Enrollment Process.~~

- Student Name
- Parent or Guardian Name
- Email Address
- Telephone Number
- Grade Level
- Preferred Campus

~~**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 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.**~~

~~3. **Complete any additional enrollment/registration forms and documents.**~~

**Public Random Drawing "~~ Lottery" Description**

Applications will be accepted during ~~the~~ a publicly advertised open enrollment period each year for enrollment in the following school year. In the event that the number of students seeking admission to any grade or class exceeds ~~If applications exceed~~ capacity ~~in any grade~~, the Charter School will hold a public random drawing (or "lottery") in accordance with Education Code Section 47605(e)(2)(B), with the exception of currently enrolled students, who are guaranteed admission in the following year.

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In addition to the general lottery preferences, DCA will provide a one-time admissions preference in 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, and all future lotteries will follow the standard preference order described ~~above~~herein.

**Admission Preferences**

~~In accordance with Education Code Section 47605(d)(2)(B), a~~Admission preferences shall be given to the following students in the following order:

1. Students experiencing homelessness, as defined under the McKinney-Vento Homeless Assistance Act
2. Year 1 (2026-27) only: Students displaced from Oakland Charter Academy due to the school's closure
3. Siblings of ~~existing~~ students admitted to or attending ~~at~~ the Charter School
4. Students who are enrolled in the immediate prior grade level of another Amethod Public Schools charter school
5. ~~Children~~Children of the Charter School's teachers and staff (not to exceed 10% of total enrollment)
6. ~~5.~~6. Students who are currently enrolled in or who reside in the elementary school attendance area of the local public elementary school where the Charter School is located (for purposes of the SB740 Charter School Facility Grant Program)
7. ~~6.~~7. Residents of the District
8. ~~7.~~8. All other students

The Charter School and the District agree to adhere to the requirements related to admission preferences as set forth in Education Code Section 47605(e)(2)(B)(i)-(iv).

**Public Random Drawing ~~"The Charter School will ensure that lottery procedures remain consistent with Education Code Section 47605(d)(2), applicable federal law, and non-regulatory guidance. Should preferences require modification to meet Federal Expansion Grant requirements, such modifications may be made without materially revising the charter, provided written notice is given to the District.~~**

**~~At the conclusion of the lottery, all students not granted admission due to capacity will be placed on a wait list in the order drawn. The wait list does not carry over to the next school year.~~**

**Lottery" ~~Procedures~~Process**

~~The Charter School will conduct the lottery each spring for fall enrollment, using the SchoolMint platform in partnership with the EnrollOak Common Enrollment Process.~~

Applications are accepted during a publicly advertised open enrollment period each year for enrollment in the following school year. Admission criteria are developed on

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a non-discriminatory basis. If the number of applicants exceeds the number of available spaces, a public random drawing is held in accordance with Education Code Section 47605(e)(2)(B). The application materials will specifically identify the application deadline and the date of the lottery. All applicants are also informed of the date and location of the lottery, as detailed below.

The Charter School's application process is comprised of the following steps:

1. The Charter School participates in Oakland Enrolls. The Charter School also includes a direct manner for parents and guardians to apply directly to DCA from the Charter School's website. Oakland Enrolls manages a single common application and timeline for charter schools in OUSD. Families apply online via SchoolMint for each child who is interested in attending the Charter School. Oakland Enrolls and SchoolMint organize and oversee the lottery process. The Chief Strategy and Compliance Officer, the Principal, and the Registrar are responsible for ensuring that the lottery process is followed fairly, accurately, and in a timely manner from start to finish. Monthly meetings between Oakland Enrolls and charter representatives address lottery procedures in detail starting in September and train the employees who will be helping families through the application and enrollment process. Full accounts of the process, procedures, and updates are reported by the Registrar and Principal to the Chief Strategy and Compliance Officer.

2. Applications will be accepted during a publicly advertised open enrollment period, which occurs from November to mid-February of each year for enrollment in the following school year. The Charter School holds at least one open house and an enrollment information session during the open enrollment period. Additionally, comprehensive information on how to apply and the steps in the application and enrollment cycle are available on DCA's website and in the Charter School's front office.

3. Following the open enrollment period each year, applications shall be counted to determine whether 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(s), with the exception of existing students, who are guaranteed admission in the following school year.

4. The lottery will select names randomly through a computer-generated process starting with the lowest grade, taking into account admission preferences listed above, under "Admission Preferences." If there are more students in a preference category than there are spaces available, a random drawing will be held within that preference category until all available spaces are filled.

5. Open enrollment and lottery information is communicated through letters sent home, through phone, text, and email messages, and through the AMPS and DCA website. Families do not need to attend the school in-person on the day that the lottery is conducted in order to secure a spot.

6. All names will be drawn randomly to determine the students who are admitted and those who will be placed on the waitlist. The order of names drawn will determine the order of names on the waitlist.

7. At the conclusion of the lottery, students who were admitted will be notified by the Charter School Registrar, Administrative Assistant, and by text messages, phone, email, and/or mail within one week and asked to accept or decline the offer of admission usually within three weeks of notification date; this day is set by Oakland Enrolls (online, in person, by email, fax and any other means that would work for the family and school). All students who were not granted admission due to capacity shall also be contacted and told their number on the waitlist. This waitlist will allow students the option of enrollment in the event of an opening during the current school year. No waitlist shall be carried over from one school year to the next school year.

8. Once a parent/guardian accepts the offer of admission, the Charter School contacts them so that they can submit enrollment registration forms. The Charter School's Registrar and Administrative Assistant will help any parents/guardians who need assistance in accepting the offer of admission and/or completing the registration forms. The Charter School will keep records of the lottery forms, procedures, accepted lists, and waitlists for a period of one year.

9. If a parent/guardian declines the offer of admission, that space will be offered to the next person on the waiting list, based on the order of names that was pulled from the lottery.

10. During the school year, if vacancies should arise, the Charter School will notify a parent/guardian based on the order of names that was pulled from the lottery on the waitlist to see if they would like to enroll their child. Typically, the Charter School makes separate calls on three different days as well as sending an email. If a parent/guardian does not respond after three days, they are removed from the waitlist and the next family is contacted.

~~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 Management**~~
~~**Waitlist ranking will be assigned by the SchoolMint system. The list will be made available as soon as practicable online and posted publicly at the school site. Families on the waitlist will be contacted in the event of vacancies. Typically, three separate outreach attempts are made over seven days; if no response is received, the next family on the waitlist will be contacted.**~~

**Enrollment Process**

~~The Charter School shall require students who wish to attend to complete an application form.~~ After admission, students will be required to submit an enrollment packet, which shall include the following:

1. Student enrollment form
2. Proof of minimum age requirements (e.g., Birth Certificate)
3. Proof of Immunization
4. Home Language Survey
5. Parent Photo ID (e.g., Current CA Driver's License, Current CA State ID Card, Military ID/Orders)
6. Residency Document (e.g., Utility Bill, Lease Agreement)
7. Completion of Emergency Medical Information Form
8. Release of records[9]

~~1.~~

~~Submit a school data card (family or guardian contact information).~~

~~Submit a copy of student immunization records.~~

~~Complete any additional enrollment/registration forms and documents.~~

[9] In accordance with Education Code Section 47605(e)(4)(B), the Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the Charter School before enrollment.

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## Element 9 (Independent Financial Audits)

***"The manner in which annual, independent financial 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 authority." – Ed. Code § 47605(c)(5)(I)***

An annual independent financial audit of the books and records of the Charter School will be conducted as required by Education Code Sections 47605(cb)~~-~~(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.

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|---|---|

## Element 10 (Procedures by which Pupils Can Be Suspended or Expelled)

***"The procedures by which pupils can be suspended or expelled 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 that is consistent with all of the following:***

***(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 the pupil's side of the story.***

***(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:***

***(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) 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 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).

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.)

In addition to the procedures described herein, DCA shall implement its suspension and expulsion procedures in a manner that complies with applicable federal and state constitutional procedural and substantive due process requirements. DCA shall provide students and parents/guardians with notice of the alleged violation, an explanation of the evidence supporting the proposed disciplinary action, and a meaningful opportunity to be heard before a suspension or expulsion decision is

imposed, except in emergency circumstances where immediate removal is necessary to protect the health or safety of students or staff.

DCA shall ensure that disciplinary decisions are based on evidence, are not arbitrary or capricious, and are proportionate to the nature of the conduct, the student's age and grade level, the surrounding circumstances, and any applicable legal protections. The Charter School shall maintain records of disciplinary incidents, provide translation or interpretation as needed, protect student confidentiality, and apply discipline policies consistently and without discrimination.

For students with disabilities or students suspected of having a disability, DCA shall comply with all applicable requirements of the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and applicable state law, including manifestation determination requirements, consideration of behavioral supports, provision of services during removals when required, and protections related to changes in placement. DCA shall also consider whether additional supports through MTSS, COST, SST, Section 504, special education, counseling, restorative practices, or other interventions are appropriate before, during, or after disciplinary action.

~~[Insert other procedures designed to ensure that Charter School's disciplinary procedures comply with federal and state constitutional procedural and substantive due process requirements.]~~

**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~~ Student Suspension and Expulsion Policy and Procedures ~~has~~have 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~~Consistent with this Policy, 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~~ seek a material revision of the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary ~~rules~~ policies and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed annually as part of the ~~Student~~ Family 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[10] are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this Policy and Procedures are available on request at the ~~Site Director~~Principal'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 applicable

[10] The Charter School shall ensure that a homeless student or youth's educational rights holder; a foster student or youth's educational rights holder, attorney, and county social worker; and an Indian student's tribal social worker and, if applicable county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and Procedures, the term "parent/guardian" shall include these parties.

provisions of 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.

**Compliance with AB 1360**

No student shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian or, if the student is a foster student or youth or a homeless student or youth, the student's educational rights holder, and shall inform the student, the student's parent/guardian, or educational rights holder of the basis for which the student is being involuntarily removed and the student's parent/guardian, or educational rights holder's right to request a hearing to challenge the involuntary removal. If a student's parent/guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent/guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below. Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student's independent study Master Agreement pursuant to Education Code Section 51747(c)(4).

## Procedures

**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~~student:

   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, which includes, but is not limited to, electronic files and databases.

g) Stole or attempted to steal school property or private property, which includes, but is not limited to, electronic files and databases.

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~~the student's own prescription products by a ~~pupil~~student.

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)~~k) Knowingly received stolen school property or private property, which includes, but is not limited to, electronic files and databases.

~~m)~~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.

~~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)~~m) 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)~~n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

~~q)~~o) Engaged in, or attempted to engage in hazing. For the purposes of this ~~subdivision~~policy, "hazing" means a method of initiation or preinitiation into a ~~pupil~~student 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~~student. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.

~~r)~~p) Made terroristic threats against school officials and/or school

property, which includes, but is not limited to, electronic files and databases. 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~~their own safety or for ~~his or her~~their immediate family's safety, or for the protection of school property, or the personal property of the person threatened or ~~his or her~~their immediate family.

~~s)~~q) 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 ~~pupil~~students in any of grades ~~4~~ 6 to ~~12~~8, inclusive.

~~t)~~r) 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 233©. This ~~section~~ provision shall apply to ~~pupils~~ students in any of grades ~~4 to 12~~6 to 8, inclusive.

~~u)~~s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or 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~~ the rights of either school personnel or volunteers and/or student(s) rights by creating an intimidating or hostile educational environment. This ~~section~~ provision shall apply to ~~pupils~~ students in any of grades ~~4~~ 6 to ~~12~~8, inclusive.

~~v)~~t) 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~~their age, or for a person of ~~his or her~~their 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 he~~their~~r~~ physical or mental health.
iii. Causing a reasonable student to experience substantial interference with ~~his or her~~their academic performance.
iv. Causing a reasonable student to experience substantial interference with ~~his or her~~their 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~~student 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~~student for the purpose of bullying the ~~pupil~~student and such that another ~~pupil~~student would reasonably believe, or has reasonably believed, that the ~~pupil~~student was or is the ~~pupil~~student 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~~student or a profile using the likeness or attributes of an actual ~~pupil~~student other than the ~~pupil~~student who created the false profile.
iii. An act of cyber sexual bullying.
(a) For purposes of this ~~clause~~policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a ~~pupil~~student to another ~~pupil~~student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in 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~~policy, "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.

~~w)~~u) A ~~pupil~~student 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~~student 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)-(b)~~(1)(a)~~.

v) 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~~Principal or designee's concurrence.

~~x)~~

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~~student:

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~~Principal or designee's concurrence.

b) Brandished a knife at another person.

c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.

~~a)~~d) Committed or attempted to commit a sexual assault as defined in

Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

3. Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the ~~pupil~~student:

   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, which includes, but is not limited to, electronic files and databases.

   g) Stole or attempted to steal school property or private property, which includes, but is not limited to, electronic files and databases.

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~~the student's own prescription products by a ~~pupil~~student.

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, which includes, but is not limited to, electronic files and databases.

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)~~m) 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)~~n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

~~p)~~o) Engaged in, or attempted to engage in hazing. For the purposes of this ~~subdivision~~policy, "hazing" means a method of initiation or preinitiation into a ~~pupil~~student 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~~student. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.

~~q)~~p) Made terroristic threats against school officials and/or school property, which includes, but is not limited to, electronic files and databases. 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~~their own safety or for ~~his or her~~their immediate family's safety, or for the protection of school property, or the personal property of the person threatened or ~~his or her~~ their immediate family.

~~r)~~q) 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 ~~pupil~~students in any of grades ~~4~~ 6 to ~~12~~8, inclusive.

~~s)~~r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code ~~subdivision (e) of~~ Section 233(e) ~~of the Education Code~~. This ~~section~~ provision shall apply to ~~pupil~~students in any of grades ~~4~~ 6 to ~~12~~8, inclusive.

~~t)~~s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or 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~~ the rights of either school personnel or volunteers and/or student(s) rights by creating an intimidating or hostile educational environment. This ~~section~~ provision shall apply to ~~pupil~~students in any of grades ~~4~~ 6 to ~~12~~8, inclusive.

~~u)~~t) 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~~their age, or for a person of ~~his or her~~ their 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~~their physical or mental health.

iii. Causing a reasonable student to experience substantial interference with ~~his or her~~their academic performance.

iv. Causing a reasonable student to experience substantial interference with ~~his or her~~their 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~~student 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~~student for the purpose of bullying the ~~pupil~~student and such that another ~~pupil~~student would reasonably believe, or has reasonably believed, that the ~~pupil~~student was or is the ~~pupil~~student 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~~student or a profile using the likeness or

attributes of an actual ~~pupil~~student other than the ~~pupil~~student who created the false profile.

iii. An act of cyber sexual bullying.
(a) For purposes of this ~~clause~~policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a ~~pupil~~student to another ~~pupil~~student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in 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~~policy, "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)~~u) A ~~pupil~~student 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~~student 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)-(b).

~~w)~~v) 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~~Principal or designee's concurrence.

4. ~~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~~student:

a) ~~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~~Principal or designee's concurrence.

b) Brandished a knife at another person.

c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.

d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

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~~student shall be provided due process rights of notice and a hearing as required in this policy.

The Charter School will use the following definitions:

- The term "knife" means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.
- 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~~Principal or the ~~Site Director~~Principal's designee with the student and ~~his or her~~their ~~parent~~parent/guardian and, whenever practical, the teacher, supervisor or the Charter School employee who referred the student to the ~~Site Director~~Principal or designee.

The conference may be omitted if the ~~Site Director~~Principal 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~~student shall be informed of the reason for the disciplinary action and the evidence against ~~him or her~~the student and shall be given the opportunity to present ~~his or her~~their version and evidence in ~~his or her~~their defense, in accordance with Education Code Section 47605(c)(5)(J)(i). This conference shall be held within two (2) school days, unless the ~~pupil~~student 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~~student for failure of the ~~pupil~~student's parent or guardian to attend a conference with the Charter School officials. Reinstatement of the suspended ~~pupil~~student shall not be contingent upon attendance by the ~~pupil~~student'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(s) 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~~Principal or ~~Site Director~~Principal's designee, the ~~pupil~~student and the ~~pupil~~student's parent/guardian or representative will be invited to a conference to determine if the suspension for the ~~pupil~~student 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~~student or the ~~pupil~~student's parent/guardian~~s~~, unless

the ~~pupil~~student and the ~~pupil~~student's parent/guardian~~s~~ fail to attend the conference.

This determination will be made by the ~~Site Director~~Principal or designee upon either of the following: 1) the ~~pupil~~student's presence will be disruptive to the education process; or 2) the ~~pupil~~student poses a threat or danger to others. Upon either determination, the ~~pupil~~student's suspension will be extended pending the results of an expulsion hearing.

*4.* ***Homework Assignments During Suspension***

In accordance with Education Code Section 47606.2(a), upon the request of a parent/guardian, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 8, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

**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~~student 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 (30) school days after the ~~Site Director~~Principal or designee determines that the ~~pupil~~student 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~~student confidentiality rules under FERPA) unless the ~~pupil~~student 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~~student. 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.
9. A statement that the pupil's parent/guardian may request a postponement of the hearing for good cause;
10. A statement that the parent/guardian can request reasonable accommodations or language support if needed during the hearing.

~~8.~~

**F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses**

The Hearing Officer or Administrative Panel ~~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~~student.

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~~their right to (a) receive five (5) days~~'~~ notice of ~~his/her~~their scheduled testimony, (b) have up to two (2) adult support persons of ~~his/her~~their choosing present in the hearing at the time the ~~e he/she~~complaining witness 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 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~~the complaining witness 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~~the complaining witness 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~~ person 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~~their discretion to remove a person from the hearing whom ~~he or she~~they believe~~s~~ 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~~student being expelled, the complaining witness shall have the right to have ~~his/her~~their 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

9) 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, guardian, 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~~student, 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~~their testimony heard in a session closed to the public.

**I. Expulsion Decision**

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 or the Board ultimately decides not to expel, the ~~pupil~~student shall immediately be returned to ~~his/her~~their previous educational program.

**~~I.~~J. Written Notice to Expel**

The ~~Site Director~~Principal 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~~ and the student's 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~~Principal or designee shall send a copy of the written notice of the decision to expel to the ~~authorizer~~chartering authority. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

**~~J.~~K. 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~~chartering authority upon request.

**~~K.~~L. No Right to Appeal**

The ~~pupil~~student 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.~~M. Expelled ~~Pupil~~Student~~s~~/Alternative Education**

Parents/guardians of ~~pupil~~students 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.~~N. 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 (1) year from the date of expulsion when the ~~pupil~~student may reapply to the Charter School for readmission.

**~~N.~~O. Readmission or Admission of Previously Expelled Student**

The decision to readmit a ~~pupil~~student after the end of the student's expulsion term or to admit a previously expelled ~~pupil~~student from another school district or charter school who has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in the sole discretion of the Board of Directors following a meeting with the ~~Site Director~~Principal or designee and the ~~pupil~~student and the student's parent/guardian or representative to determine whether the ~~pupil~~student has successfully completed the rehabilitation plan and to determine whether the ~~pupil~~student poses a threat to others or will be disruptive to the school environment. The ~~Site Director~~Principal or designee shall make a recommendation to the Board of Directors following the meeting regarding the Principal's or designee's ~~his or her~~ determination. The Board shall then make a final decision regarding readmission or admission of the student 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~~student's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission or admission to the Charter School.

**P. Notice to Teachers**

The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

**Q. Notification of the School District of Residence**

Upon expelling any student, the Charter School shall notify the student's school district of residence immediately or as soon as practicable. Such notice shall include:

1. Completed expulsion documentation as required from the school district;
2. Documentation of the expulsion proceeding, including statement of specific facts supporting the expulsion and documentation that the Charter School's policies and procedures were followed;

3. Copy of parental notice of expulsion hearing;

4. Copy of expulsion notice provided to parent/guardian stating reason for expulsion, term of expulsion, rehabilitation plan, reinstatement notice with eligibility date and instructions for providing proof of student's compliance for reinstatement, appeal process, and options for enrollment.

5. If the student is eligible for special education, documentation related to expulsion in compliance with IDEA.

6. If the student is eligible for Section 504 accommodations, documentation that the Charter School conducted a manifestation determination meeting to address two questions:

   a) Was the misconduct caused by, or directly and substantially related to the student's disability?

   b) Was the misconduct a direct result of the Charter School's failure to implement Section 504 Plan?

This notice will be sent to the student's district of residence. If the student is a resident of a school district other than the District, the Charter School must notify the Superintendent of the student's district of residence within thirty (30) days of the expulsion. Additionally, upon request of the receiving school district, the Charter School shall forward student records no later than ten (10) school days from the date of the request as stated in Education Code Section 49068(b).

**R. Outcome Data**

The Charter School shall gather and maintain all data related to placement, tracking, and monitoring of student suspensions, expulsions, and reinstatements, and make such outcome data readily available to the County upon request.

**~~O.~~S. 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

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~~ student's ~~IEP/504~~IEP/Section 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 alterative 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~~student with a disability because of a violation of a code of student conduct, the Charter School, the parent/guardian, and relevant members of the ~~IEP/504~~IEP/Section 504 Team shall review all relevant information in the student's file, including the ~~child~~student's ~~IEP/504~~IEP/Section 504 Plan, any teacher observations, and any relevant information provided by the parents/guardians to determine:

a. If the conduct in question was caused by, or had a direct and substantial relationship to, the ~~child~~student'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~~IEP/Section 504 Plan.

If the Charter School, the parent/guardian, and relevant members of the ~~IEP/504~~IEP/Section 504 Team determine that either of the above is applicable for the ~~child~~student, the conduct shall be determined to be a manifestation of the ~~child's~~ student's disability.

If the Charter School, the ~~parent~~parent/guardian, and relevant members of the ~~IEP/504~~IEP/Section 504 Team make the determination that the conduct was a manifestation of the ~~child's~~ student's disability, the ~~IEP/504~~IEP/Section 504 Team shall:

a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such ~~child~~student, 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~~student already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and

c. Return the ~~child~~student to the placement from which the ~~child~~student was removed, unless the ~~parent~~parent/guardian 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~~parent/guardian, and relevant members of the ~~IEP/504~~IEP/Section 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~~IEP/Section 504 Plan, then the Charter School may apply the relevant disciplinary procedures to ~~child~~student~~ren~~ s with 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~~parent/guardian of a ~~child~~student 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~~student is substantially likely to result in injury to the ~~child~~student 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~~parent/guardian 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~~parent/guardian and the Charter School agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the student is substantially likely to result in injury to the student or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a student with a disability to the placement from which the student was removed; or (2) order a change in placement of a student with a disability to an appropriate interim alternative educational setting for not more than forty-five (45) school days if the hearing officer determines that maintaining the current placement of such student is substantially likely to result in injury to the student or to others.

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~~student with a disability who violates a code of student conduct.

The ~~Site Director~~Principal 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~~IEP/Section 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 IDE~~I~~A 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~~parent/guardian~~/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~~student's teachers, that the student is in need of special education or related services.

b. The ~~parent~~parent/guardian has requested an evaluation of the ~~child~~student.

c. The ~~child~~student's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the ~~child~~student, 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 ~~child~~student~~ren~~s 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~~parent/guardian; 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~~parent/guardian has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

## Element 11 (Employee Retirement Systems)

***"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." – Ed. Code § 47605(c)(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.

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 with~~'~~ access to a Flexible Benefit Plan that allows all employees access to a Flexible Spending Account (FSA), Dependent Care Flexible Spending Account, ~~Child~~Studentcare benefits, and Commuter benefit Plans on a tax-free basis.

All Amethod Public School employees are covered by the ~~federal~~ Federal Social Security. The Payroll and Human Resources departments at AMPS shall be responsible for ensuring that appropriate arrangements for retirement coverage are made for all employees. ~~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 12 (~~Pupil~~Student Attendance Alternatives)

***"The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools." – Ed. Code § 47605(c)(5)(L)***

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, except to the extent that such a right is extended by the District.

Students of all Amethod Public School campuses are free to attend the existing local district schools rather than our schools. No student may be required to attend the Charter School. 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 on admission forms 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 C~~c~~harter S~~s~~chool, 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 D~~d~~istrict enrollment and transfer policies. The Charter S~~s~~chool will transfer student records to and from appropriate schools as necessary.

## Element 13 (Employee Rights of Return)

***"The rights of an 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)***

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.

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~~Amethod Public Schools 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 14 (Dispute Resolution)

***"The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter." – Ed. Code § 47605(c)(5)(N)***

**Procedures for Complaints against Charter School**

Charter School will establish complaint procedures 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.

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.

Charter School will designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under Title IX of the Education Amendments of 1972 (Title IX) and Section 504 of the Rehabilitation Act of 1973 (Section 504) including any investigation of any complaint filed with Charter School alleging its noncompliance with these laws or alleging any actions which would be prohibited by these laws. Charter School will notify all its students and employees of the name, office address, and telephone number of the designated employee or employees.

Charter School shall comply with the requirements of Education Code section 221.61 with respect to posting information regarding the filing complaints under Title IX, including but not limited to the following: 1) the name and contact information of the Title IX coordinator; 2) the rights of the pupil and the public and the responsibilities of the Charter School under Title IX; 3) a description of how to file a complaint under Title IX, including an explanation of the statute of limitations, how the complaint will be investigated and how the complainant may further pursue the complaint; and a link to the United States Department of Education Office for Civil rights complaint form.

Charter School will implement specific and continuing steps to notify applicants for admission and employment, students and parents of elementary and secondary school students, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with the recipient, that it does not discriminate on the basis of sex or mental or physical disability in the educational program or activity which it operates, and that it is required by Title IX and Section 504 not to discriminate in such a manner.

**Complaints by Students and Employees**

Charter School will adopt and publish grievance procedures providing for prompt and equitable resolution of student and employee complaints alleging any action, which would be prohibited by Title IX, or Section 504.

**Disputes between the District and the Charter School**

The staff and Governing Board members of Charter School agree to attempt to resolve all disputes between the District and Charter School 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.

Any controversy or claim arising out of or relating to the Charter between the District and Charter School, except any controversy or claim that in any way related to revocation of this Charter, shall be handled first through an informal process in accordance with the procedures set forth below.

(1) Any controversy or claim arising out of or relating to the Charter, except any controversy or claim that in any way related to revocation of 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(f), 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:

To Downtown Charter Academy
c/o Jillianne Whitefield, Principal

2000 Dennison Street
Oakland, CA 94606

To Director, Office of Charter Schools:
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, mail, or electronic mail.

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) 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) 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.

~~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.~~

**Intent**

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 m~~Minimize the oversight burden on OUSD,
(3) E~~To e~~nsure a fair and timely resolution to disputes and

(4) Frame a charter oversight and renewal process and timeline as to avoid disputes regarding oversight and renewal matters.

Should any section of this Element pertaining to resolving disputes, be in conflict with District policies or desired protocols, then the Charter School is amenable to altering said areas through the Memorandum of Understanding process to be mutually agreed upon.

~~(3)~~

**Public Comments**

The Charter Sschool's staff, Governance Board members, and the ~~authorizing d~~District agree to ~~consider~~ attempt to resolve~~ing~~ 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, guardians, volunteers, advisors, partner organizations, and AMPS ~~governing board members of the school~~ Board of Directors shall be resolved by policies and processes developed by the Charter Sschool. ~~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~~ shall not intervene in any such internal disputes without the consent of the Amethod Governance Board, and OUSD shall refer any complaints or reports regarding such disputes to the Amethod Ggoverning Bboard or Chief Executive Officer for resolution pursuant to the Charter School's policies. OUSD agrees not to intervene or become involved in dispute~~s~~ unless evidence has been presented that some violation of this charter or related laws or agreements exists, or unless the Amethod Ggoverning Bboard requests that OUSD intervene. In such cases, OUSD will provide written notification of such matters to the ~~Executive Director~~Chief Executive Officer and Amethod Public Schools Board President.

AMPS maintains a general complaint policy, as well as Uniform Complaint Policy and Procedures and Title IX complaint procedures, as required by state and federal law, respectively. AMPS will not, at any time, refer complaints regarding the Charter School to the District.

The Charter School's complaint procedures will include clear information with respect to the response timeline of the Charter School, whether the Charter 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 ombudsperson for situations in which the Chief Executive Officer is the subject of the complaint. The complaint procedures will be clearly articulated in the Charter School's Student and Family Handbook and Personnel Handbook. Parents/Guardian, students, Board members, volunteers, and staff at the Charter School shall be provided with a copy of the Charter School's policies and internal dispute resolution process.

~~***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.~~

~~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.~~

# Downtown Charter Academy 2027-2032

## Element 15 (Closure Procedures)

***"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 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(h)) 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; the Charter lapses or is surrendered; or the Charter School ceases to serve students for at least half of an academic year.

**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" posted on the California Department of Education website. All references to "Charter School" apply to Charter School, including its nonprofit corporation and governing board.

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:

1. The OUSD Office of Charter Schools (OCS). Charter School shall provide 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 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 OCS.

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 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 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 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 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 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 OCS.

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:

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

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 OCS.

Records Retention and Transfer

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 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 submitted to OCS in accordance with District procedures.

4. Charter School must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.

5. Charter School must provide to OCS the name, title, and contact information of the person designated to maintain all Charter School personnel records 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. Charter School must provide

to OCS and the designee a spreadsheet of personnel records of all active and 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.

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.

Financial Close-Out

After receiving notification of closure, the CDE 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, start up grants, or 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.

Charter School shall ensure completion of an independent final "closeout audit" within six months after the closure of Charter School that includes:

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:

1. Preliminary 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 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:

    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 closure of Charter School and, if necessary, the corporation, in accordance with the requirements of the Corporations Code.

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. Make final federal tax payments (employee taxes, etc.)

3. 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~~

~~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 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.~~

## Additional Provisions

### Insurance

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

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 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. 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. 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 OCS upon request.

All facilities the Charter School shall occupy are listed as follows:

| Facility Address | Maximum Capacity |
|---|---|
| 2000 Dennison Street<br>Oakland, CA 94606 | ~~XX~~550 |

**Commented [AUT4]:** add the building's maximum capacity as indicated by the facility's Certificate of Occupancy.

Pest Management: Charter School shall comply with the Healthy Schools Act, Education Code section 17608, which details pest management requirements for schools.

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.

**Hold Harmless/Indemnification Provision**

Charter School, through this Charter agrees to defend, indemnify, and hold harmless OUSD, its officers, directors, agents, representatives, employees, attorneys, 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**

District Oversight Costs

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 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. The oversight

fee provided herein is separate and distinct from the charges arising under charter school facilities use agreements.

Third Party Contracts

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.

Special Education Revenue Adjustment/Payment for Services

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.

Audit and Inspection of Records

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 Office of Charter Schools, or in coordination with FCMAT, or 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,
- 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,
- Charter School's enrollment process, suspension and expulsion procedures, and parent involvement practices,
- Compliance with safety plans and procedures, and
- Compliance with applicable grant requirements.

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 business days' notice to Charter School. In extreme circumstances when 30 business days' notice may defeat the purpose of the audit, the District may conduct the audit upon 24 hours' notice.

In addition, if an allegation of waste, fraud, or abuse of power related to Charter School operations is received by the District, Charter School shall be expected to cooperate with any investigation undertaken by the Office of Charter Schools.

**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
  - Second interim financial report
  - Final unaudited report
- Other audit-related, attendance, and/or enrollment information and reports:
  - Annual independent audit report (Ed. Code § 47605(m))
  - Independent Auditor Selection Form (Ed. Code § 41020(f)(1))
  - 20 day attendance report (Ed. Code § 47652(a))
  - Monthly attendance reports
  - Principal Apportionment Data (P1, P2, and P-Annual)
  - 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.~~

## Budgets and Financial Reporting

***The petitioner or petitioners also shall 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. Education Code Section 47605(h)***

The Charter School shall annually ~~provide~~ prepare and submit the following reports to the Ddistrict and the Ccounty Ssuperintendent of Sschools~~-~~ as follows in accordance with Eeducation Ccode Ssection 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 July 1, an LCAP and an annual update to the LCAP required pursuant to Education Code Section 47606.5.

~~2.~~3. 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 Ddistrict, Sstate Ccontroller, California~~state~~ Department of Education, and ~~county~~ Alameda County Ssuperintendent of Sschools.

~~3.~~4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.

~~4.~~5. 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 School's receipts and expenditures for the preceding fiscal year.

~~The school will maintain appropriate records pursuant to legislation and organizational policies.~~

The Charter School agrees to and submits to the right of the District to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607.

~~In accordance with the timelines required by~~ Pursuant to Education Code ~~§~~ Section 47604.3~~3~~, the Charter School shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records from the District. The Charter School shall comply with Education Code Section 476304.4 related to the County Superintendent's authority to monitor and investigate charter schools. ~~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.~~

~~INSURANCE REQUIREMENTS~~Insurance

AMPS shall acquire and finance general liability, workers' compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance. Coverage amounts shall be determined by requirements of the District and recommendations of AMPS's insurance company, and shall be consistent with that typically carried by schools of similar size, location, and student population. The District Board of Education, the District, its officers and employees shall be named an additional insured on the general liability insurance that AMPS maintains for the operation of DCA. AMPS will provide evidence of the above insurance coverage to the District. The District shall be notified in writing 10 days prior to cancellation of insurance.

AMPS will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

~~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.~~

~~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.~~

**District Oversight**

Pursuant to California law, the District will be required to provide oversight and performance monitoring services, including monitoring school and student

performance data, reviewing the Charter School's audit reports, performing annual site visits, engaging in any necessary dispute resolution processes, and considering charter amendment and renewal requests.

In accordance with Education Code Section 47613(a), the District may charge for the actual cost of supervisorial oversight of the Charter School not to exceed one (1) percent of the revenue of the Charter School. The District may charge up to three (3) percent of the revenue of the Charter School if the Charter School is able to obtain substantially rent free facilities from District. Pursuant to Education Code Section 47613(f), "revenue of the charter school" is defined as the amount received in the current fiscal year from the Local Control Funding Formula calculated pursuant to Education Code Section 42238.02, as implemented by Education Code Section 42238.03.

## Administrative Services

***Governing Law: "The manner in which administrative services of the school are to be provided." Education Code Section 47605(hg).***

The Chief Executive Officer will assume the lead role and responsibility for administering the Charter School under the policies adopted by the Board and securing any administrative services that AMPS finds advantageous to outsource to third parties.

AMPS will outsource some of these functions to an appropriately, qualified third-party contractor, such as Charter Impact, who specializes in implementing school business practices and has the expertise to carry out these administrative functions. The Chief Executive Officer oversees the work of the business services company, which handles all back-office business functions, including accounts payable/receivable, general accounting, payroll, and insurance and benefits administration. The company works with the Charter School to ensure that all reporting is submitted accurately and in a timely way, including all government financial reporting, attendance reporting, and payroll/benefits reporting. The company also assists AMPS staff and Board on business issues that arise during the year, financial modeling of programs, and others. The company helps the Chief Executive Officer and the Board create and monitor the annual budget and provides monthly financials, cash flow projections and analyses. Charter Impact has worked with the Board and staff to establish appropriate fiscal controls, consistent with industry practice, such as distributed responsibilities related to invoice and check signing approvals and careful cash management policies. AMPS and Charter Impact shall provide timely submissions of calendared items by respective due dates and requests for information.

The cost of these services are shared by DCA and the other LEAs that AMPS operates via a cost sharing mechanism that is approved by the AMPS' Board on an annual basis. Such costs will be reviewed by the Board annually to determine whether the costs are comparable to that which is typical at other charter school operators and reasonable relative to the cost that the Charter School would otherwise incur to secure similar services elsewhere.

At any time, the Charter School may discuss the possibility of purchasing administrative services from the District or County. If the District or County is available and willing to provide such services, the specific terms and cost for these services will be the subject to a Memorandum of Understanding between the Charter School and the District or the County, or other mutually agreeable contract.
~~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 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~~ used 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(hg).***

~~The Charter School will be located within the District boundaries. The Charter Schoo~~Downtown Charter Academy~~l~~ is ~~currently~~ located at 2000 Dennison Street, Oakland CA 94606. The facility leased by the Charter School is the size and suitability to support a student enrollment of 330 students and the staff. Any school facilities leased by AMPS shall comply with federal, state, and local building and zoning regulations as applicable to Charter Schools.

Commented [AUT5]: What is the maximum enrollment number?

Nothing in this Section shall be interpreted to be a waiver of the Charter School's right to request facilities pursuant to Education Code Section 47614 ("Prop 39"). At this time, there is no intent to request facilities from the District.

~~and has a 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~~Potential Civil Liability Effects

***Potential civil liability effects, if any, upon the charter school and upon the school district. Education Code Section 47605(h)***

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(d~~c~~), an ~~entity~~ authority 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 C~~c~~harter S~~s~~chool or for claims arising from the performance of acts, errors or omissions by the C~~c~~harter S~~s~~chool 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 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~~Conclusion

**By ~~renewing~~ approving this charter renewal petition, Oakland Unified School District will be fulfilling the intent of the Charter Schools Act to improve ~~pupil~~student learning; increase learning opportunities for all ~~pupil~~students with special emphasis on expanded learning opportunities for all ~~pupil~~students who are identified as academically low performing; create new professional opportunities for teachers; and provide parents/guardians and ~~pupil~~students 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.**

By approving this charter renewal petition, the District will be considering DCA's schoolwide and student subgroup performance on the state and local indicators on the California School Dashboard including academic achievement in ELA, academic achievement in math, and EL progress. In regard to the community impact, DCA is a well-established Charter School that has been serving students in Richmond since 2017 so it will not substantially undermine existing District services, academic or program offerings. The Petitioner looks forward to DCA's continued autonomous operation, pursuant to rigorous standards of accountability, while also working cooperatively with the District. To this end, DCA pledges to work collaboratively with the District to address any concerns regarding this document, or any aspect of AMPS's program, in furtherance of its petition to renewal of DCA's charter for another five (5)

**Downtown Charter Academy** **2027-2032**

year term from July 1, 2027 through and including June 30, 2032.

AMPS

HONOR HARD WORK

# DOWNTOWN CHARTER ACADEMY

## CHARTER RENEWAL PETITION

## FOR THE TERM

## JULY 1, 2027 – JUNE 30, 2032

SUBMITTED TO THE BOARD OF DIRECTORS OF THE

OAKLAND UNIFIED SCHOOL DISTRICT

BY AMETHOD PUBLIC SCHOOLS

AUGUST 1, 2026

# Downtown Charter Academy 2027-2032

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## Affirmations, Declarations, and Assurances

### Affirmation of Conditions Described in Education Code Section 47605(e)

Downtown Charter Academy (also referred to herein as " DCA" or "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))

3. 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 § 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))

d. Preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment. (Ed. Code § 47605(e)(2)(B)(iv))

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)**

Amethod Public Schools 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 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, martial 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.

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.

## Executive Summary

Amethod Public Schools ("AMPS"), a California nonprofit public benefit corporation with 501(c)(3) tax-exempt status, is proud to submit the Downtown Charter Academy ("DCA" or "Charter School") charter renewal petition to Oakland Unified School District ("OUSD" or "District"). Amethod Public School 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. For over three decades, Amethod Public Schools have been serving thousands 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.

### CHARTER RENEWAL CRITERIA

The passage of Assembly Bill 1505, effective July 1, 2020, established the renewal criteria by which the chartering authority considers whether to grant a charter renewal. Pursuant to Education Code Section 47607(c)(2), a charter school that meets the criteria for the High Performing renewal category is eligible for a renewal term of five, six, or seven years. DCA meets the criteria to be considered a High Performing Charter School and is therefore eligible for renewal under Education Code Section 47607(c)(2).

DCA is requesting a five-year renewal term. Although DCA qualifies as a High Performing Charter School and may be eligible for a longer renewal term, the Charter School is intentionally requesting the default five-year renewal term as AMPS continues implementing its Operational Sustainability work across the organization. This request reflects both confidence and responsibility. DCA's academic results demonstrate that the Charter School is a successful, high-performing public middle school serving Oakland students well. At the same time, AMPS and DCA recognize the importance of aligning academic excellence with strong operations, sustainable systems, effective governance support, fiscal stability, compliance, enrollment planning, talent development, and long-term organizational capacity. A five-year renewal term allows DCA to continue serving students from a position of academic strength while AMPS deepens the organization-wide systems necessary to support durable, sustainable, and high-quality school operations.

Based on the quality of the educational program implemented at DCA, the demonstrated academic achievement of students, the Charter School's strong record of serving historically underserved students, and the comprehensive program

described in this petition, DCA is entitled to renewal and continued operation consistent with Education Code Sections 47605, 47607, and 47607.2.

During the current charter term, DCA has achieved the following successes:

1. **The Charter School has presented a sound educational program.**

DCA has a clearly defined mission to provide a rigorous college preparatory education and character development program that prepares students from underserved communities to succeed in high school, college, and life.

DCA serves students in grades 6 through 8 and provides a focused middle school environment designed to support academic growth, personal responsibility, character development, and readiness for high school.

DCA provides a structured, safe, and achievement-oriented school culture where students understand the importance of preparation, hard work, attendance, responsibility, and perseverance.

DCA's instructional program is aligned with California State Standards, including the Common Core State Standards, Next Generation Science Standards, History-Social Science Framework, English Language Development Standards, and other applicable State Standards.

DCA provides students with access to standards-aligned instructional materials and academic supports designed to help students master grade-level content and build the skills needed for long-term success.

DCA has demonstrated strong academic outcomes, including high levels of student achievement in English Language Arts and Mathematics.

DCA has earned state recognition for academic achievement, including the California Department of Education Gold Ribbon Award in 2017 and 2018, reflecting the Charter School's strong implementation of state standards and its success as a high-performing middle school in Oakland.

DCA was also named a 2021 California Distinguished School, a recognition reflecting the hard work of the Charter School's students, families, teachers, staff, and school community.

DCA provides academic support and enrichment opportunities that extend beyond the regular instructional program, including tutoring, homework support, after-school activities, clubs, athletics, visual arts, Mandarin Club, and other student engagement opportunities.

DCA benefits Oakland families and the broader community by providing a high-quality public middle school option focused on academic excellence, character development, family partnership, and preparation for high school and college.

**2. The Charter School is demonstrably likely to successfully implement the educational program.**

DCA has been in operation since 2014 and has developed a strong record of implementing a rigorous, structured, and student-centered middle school program.

DCA benefits from the support of AMPS, the Charter Management Organization for DCA, which provides organization-wide leadership, operational support, fiscal services, human resources, enrollment support, data systems, compliance support, communications, and other centralized services that strengthen the Charter School's implementation of its educational program.

AMPS supports DCA in areas that include curriculum implementation, instructional coaching, professional development, special education coordination, student services, data and assessment systems, staff recruitment, fiscal operations, human resources, compliance reporting, technology, facilities, meal program administration, and family communication systems.

DCA provides strong professional development opportunities for teachers and staff. Professional development focuses on standards-based instruction, classroom management, data-driven instruction, student and family engagement, MTSS, ELD, special education, classroom observation, coaching cycles, and continuous improvement in teaching and learning.

DCA implements instructional coaching and feedback systems aligned to the California Standards for the Teaching Profession. Teachers receive support through classroom observations, coaching conversations, peer collaboration, feedback, reflection, and goal-setting.

DCA maintains student support systems designed to identify student needs, provide timely intervention, and monitor progress. These systems include MTSS, COST, SST processes, academic interventions, behavior supports, attendance supports, family communication, counseling supports, and coordination among general education staff, special education staff, student support staff, and school leaders.

DCA uses student information, assessment, attendance, behavior, and intervention data to guide instruction, monitor student progress, and support data-informed decision-making.

DCA maintains communication systems that support family engagement, including schoolwide communication tools, family updates, conferences, and accessible communication with families.

DCA's educational program is supported by a clear school mission, defined instructional expectations, a structured middle school model, experienced AMPS support systems, and a demonstrated record of academic success.

**3. The Charter School is serving all students who wish to attend.**

DCA has a history of serving students from historically underserved communities, including socioeconomically disadvantaged students, English Learners, students with disabilities, and students from diverse racial, ethnic, cultural, and linguistic backgrounds.

DCA's 2025-26 enrollment reflects the diversity and needs of the Oakland community. In 2025-26, DCA serves 318 students. Of those students, 73.0% are socioeconomically disadvantaged, 16.0% are English Learners, and 7.9% are students with disabilities.

DCA's 2025-26 racial and ethnic enrollment includes 74.8% Asian students, 11.9% African American students, 9.4% Hispanic students, 1.6% Filipino students, 1.3% Two or More Races students, 0.6% White students, and 0.3% American Indian or Alaska Native students.

DCA maintains open and inclusive enrollment practices and does not screen, discourage, or limit enrollment based on academic performance, disability, English Learner status, socioeconomic status, behavior history, need for services, or any other protected characteristic.

DCA provides outreach and recruitment to families in English, Cantonese, and other languages as the need arises. DCA also provides interpretation, translation, accessible formats, and individualized assistance to families who need support understanding the program, applying, completing enrollment steps, or participating in registration after admission.

DCA's program is designed to serve students with a range of academic, language development, social-emotional, behavioral, and learning needs through rigorous instruction, intervention, ELD, special education supports, Section 504 supports, counseling, family engagement, and schoolwide student support systems.

**4. The Charter School's petition is reasonably comprehensive.**

This renewal petition contains reasonably comprehensive descriptions of the required charter elements and describes how DCA will continue to implement its educational program, meet student needs, comply with applicable law, and pursue improved student outcomes. The petition reflects DCA's current program, governance and operational structures, student support systems, instructional model, staffing plan, professional development systems, fiscal practices, family engagement strategies, and accountability measures.

DCA will continue to benefit Oakland Unified School District and Alameda County by providing families with a high-quality public middle school option that expands educational opportunity, supports historically underserved students, and prepares students for high school, college, and life.

5. **The Charter School satisfies the academic renewal criteria for a High Performing Charter School.**

Pursuant to Education Code Section 47607(c), the chartering authority shall consider the past performance of the Charter School on the state and local indicators included in the California School Dashboard. Pursuant to Education Code Section 47607(c)(2), a charter school that meets the High Performing renewal criteria is eligible for renewal for a period of five, six, or seven years.

DCA meets the criteria to be considered a High Performing Charter School. DCA's academic results, state recognition, and continued strong implementation of a rigorous middle school program demonstrate that the Charter School has provided a substantial academic benefit to students. DCA has produced strong outcomes while serving a student population that includes high percentages of socioeconomically disadvantaged students, English Learners, and students from historically underserved communities.

**As a High Performing Charter School, DCA is eligible for a five-, six-, or seven-year renewal term under Education Code Section 47607(c)(2). DCA respectfully requests renewal for a five-year term. This request is consistent with the renewal term available to High Performing Charter Schools and reflects AMPS' commitment to implementing Operational Sustainability while preserving DCA's high-quality academic program and strong student outcomes.**

DCA's request for a five-year term is not a reflection of academic weakness. Rather, it is a deliberate and responsible request that allows DCA to continue serving students as a high-performing school while AMPS strengthens organization-wide systems that support long-term sustainability. DCA's academic performance, community reputation, history of state recognition, and commitment to serving all students demonstrate that the Charter School merits renewal and continued operation.

In addition to the shift toward assessing Dashboard data, Assembly Bill 1505 also created a three-tiered system of evaluating charter schools' performance, plus a separate category for Dashboard Alternative School Status schools. Each of the four tiers has unique qualifying criteria.

<u>The three performance categories are as follows:</u>

- ***High Performing*** – Presumptive renewal if the charter school meets the established renewal criteria—Education Code Section 47607(c)(2).

- ***Middle Performing*** – Renewal unless the charter school failed to meet or make sufficient progress toward meeting standards and closure is in the best interest of students, evaluated using the Dashboard and Education Code Section 47607.2(b).

- ***Low Performing*** – Presumptive non-renewal if the charter school meets the non-renewal criteria, unless the chartering authority makes a finding to approve for a two-year term –Education Code Section 47607.2(a).

- ***DASS*** – Presumptive renewal with consideration of performance on the Dashboard and applicable alternative metrics, with nonrenewal only in the event that the chartering authority finds that closure is in the best interest of students – Education Code Section 47607(c)(7).

The state indicators include the following:

- Chronic Absenteeism: kindergarten through grade eight

- Suspension Rate: kindergarten through grade twelve

- English Learner Progress: grades one through twelve

- Graduation Rate: high school only

- College/Career: high school only (Note: The College/Career Indicator will not be reported on the 2022 Dashboard)

- Academic: grades three through eight and grade eleven – English Language Arts/Literacy and Mathematics

Accordingly, DCA fits into the high performing category, as determined by law and the California Department of Education, and as clearly demonstrated by the evidence. DCA has achieved measurable increases in academic achievement, as defined by at least one year's progress for each year in school and meets the criterion for charter renewal for a term of five years, as demonstrated below.

## Dashboard Performance Renewal Criteria – High Performing

Education Code Section 47607(c)(2) states:

(A) The chartering authority shall not deny renewal for a charter school pursuant to this subdivision if either of the following apply for two consecutive years immediately preceding the renewal decision:

(i) The charter school has received the two highest performance levels schoolwide on all the state indicators included in the evaluation rubrics adopted pursuant to Section 52064.5 for which it receives performance levels.

(ii) For all measurements of academic performance, the charter school has received performance levels schoolwide that are the same or higher than the state average and, for a majority of subgroups performing statewide below the state average in each respective year, received performance levels that are higher than the state average.

(B) Notwithstanding subparagraph (A), if the two consecutive years immediately preceding the renewal decision include the 2019-20 or 2020-21 school year, the chartering authority shall not deny renewal for a charter school if either of the criteria in subparagraph (A) apply for two of the most recent years for which state data is available preceding the renewal decision.

"Measurements of academic performance" are defined in statute as "statewide assessments in the California Assessment of Student Performance and Progress system, or any successor system, the English Language Proficiency Assessments for California or any successor system, and the college and career readiness indicator." (Education Code Section 47607(c)(3)).

## Dashboard Performance

### CAASPP System: English Language Arts

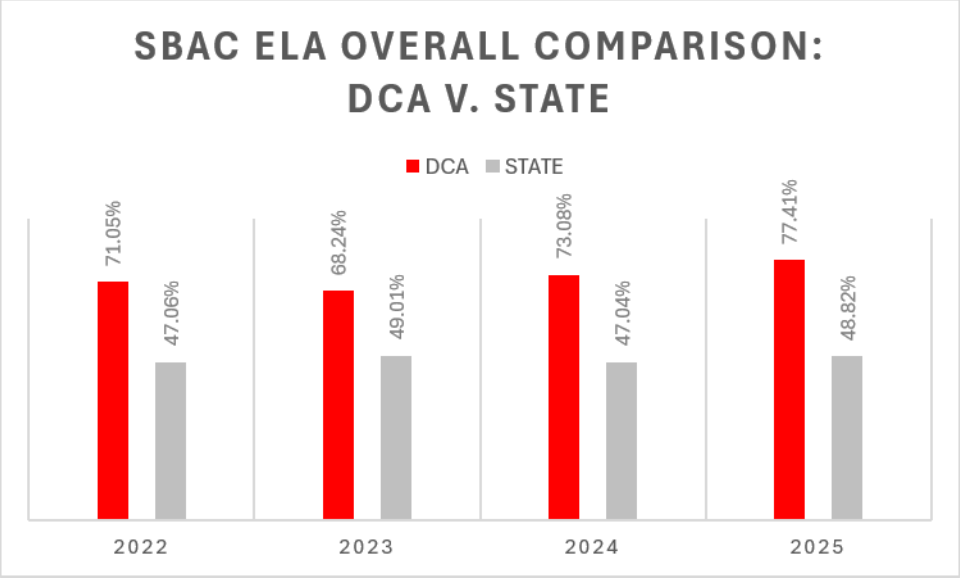
A review of DCA students' performance on the Smarter Balanced Assessment Consortium ("SBAC") in English Language Arts ("ELA") over the past four years demonstrates consistently strong achievement and continued improvement over time, as measured by both the percentage of students meeting or exceeding standards and Distance from Standard ("DFS"). In 2021–22, 71.05% of students met or exceeded standards with a DFS of 39.8 points. In 2022–23, performance decreased slightly to 68.24%, with the DFS declining to 35.1 points. However, DCA rebounded in 2023–24, with 73.08% of students meeting or exceeding standards and the DFS increasing to 47.1 points. By 2024–25, DCA reached 77.41% of students meeting or exceeding standards, with the DFS increasing further to 56.4 points. Overall, the data reflect a strong upward trajectory and demonstrate that DCA continues to provide an effective instructional program that supports high levels of student mastery in ELA.

*Table i.1: DCA SBAC ELA Performance from 2022 to 2025 Showing Percent of Students Meeting or Exceeding Standards on CAASPP and Distance from Standard from the Dashboard*

| ELA | 2022 | | 2023 | | 2024 | | 2025 | |
|---|---|---|---|---|---|---|---|---|
| | Met or Exceeded | DFS | Met or Exceeded | DFS | Met or Exceeded | DFS | Met or Exceeded | DFS |
| DCA | 71.05% | 39.8 | 68.24% | 35.1 | 73.08% | 47.1 | 77.41% | 56.4 |

A comparison of SBAC ELA performance between DCA and the State over the past four years demonstrates that DCA has consistently and substantially outperformed statewide results. In 2021–22, 71.05% of DCA students met or exceeded standards compared to 47.06% statewide. In 2022–23, DCA remained well above the State, with 68.24% meeting or exceeding standards compared to 49.01% statewide. In 2023–24, DCA increased to 73.08%, while the State declined slightly to 47.04%. By 2024–25, DCA reached 77.41%, compared to 48.82% statewide. Across all four years, DCA maintained a significant performance advantage over the State, reflecting strong instructional systems, effective academic supports, and sustained student achievement in ELA.

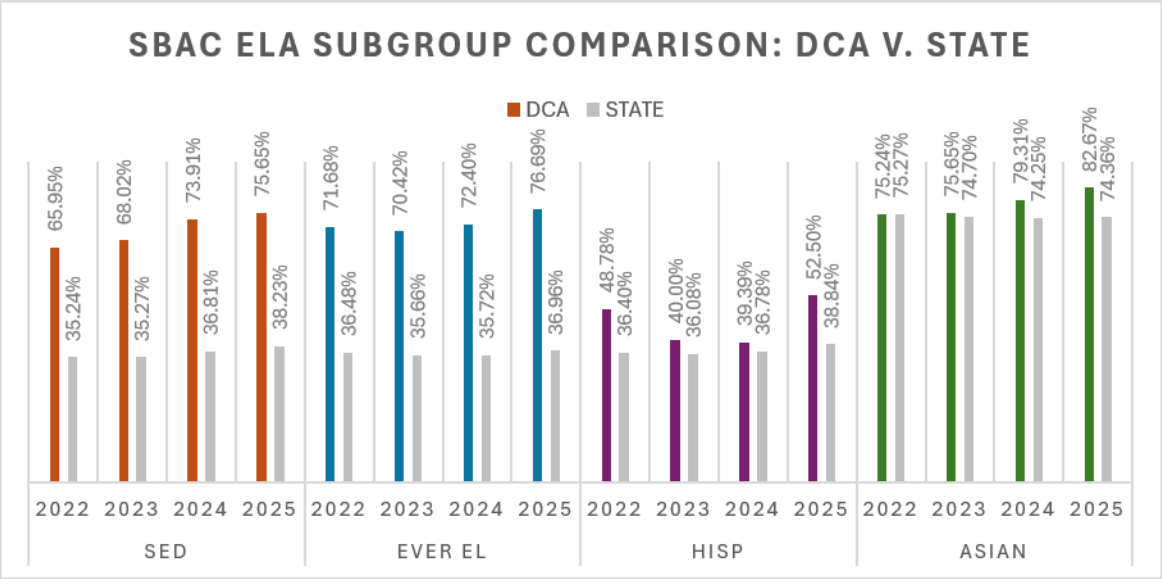
*Chart i.1: SBAC ELA Performance from 2022 to 2025 Showing the Percent of Students Meeting or Exceeding Standards at DCA Compared to the State of California*




A review of SBAC ELA subgroup performance over the past four years shows that DCA has consistently supported strong outcomes for major student groups, including Socioeconomically Disadvantaged ("SED") students, Ever English Learners ("Ever ELs"),

Hispanic/Latino students, and Asian students. Among SED students, 65.95% met or exceeded standards in 2021–22 compared to 35.24% statewide. SED performance increased to 68.02% in 2022–23, 73.91% in 2023–24, and 75.65% in 2024–25, remaining well above the State each year. Ever EL students also demonstrated strong achievement, with 71.68% meeting or exceeding standards in 2021–22, 70.42% in 2022–23, 72.40% in 2023–24, and 76.69% in 2024–25, consistently outperforming State outcomes by a substantial margin. Hispanic/Latino students showed improvement over time, increasing from 48.78% in 2021–22 to 52.50% in 2024–25, and exceeded the State in each reported year. Asian students demonstrated particularly strong outcomes, increasing from 75.24% in 2021–22 to 82.67% in 2024–25, remaining above the State in most years and substantially above the State by 2024–25. Overall, DCA's subgroup data demonstrate that the Charter School is producing strong ELA outcomes for historically underserved student groups and continues to support equitable academic achievement across its student population.

*Chart i.2: SBAC ELA Subgroup Performance from 2022 to 2025 Showing Percent of Students Meeting or Exceeding Standards for Socioeconomically Disadvantaged, Ever English Learner, Hispanic/Latino, and Asian Students at DCA Compared to the State of California*




**CAASPP System: Mathematics**

Mathematics performance at DCA demonstrates sustained and significant growth over the past four years, as measured by both the percentage of students meeting or exceeding standards on the SBAC and DFS. In 2021–22, 62.18% of students met or exceeded standards with a DFS of 34.6 points. In 2022–23, performance increased to 65.37%, and the DFS improved to 39.9 points. In 2023–24, DCA continued this upward trajectory, with 71.71% of students meeting or exceeding standards and the DFS increasing substantially to 55.0 points. By 2024–25, 74.42% of students met or exceeded standards, and the DFS rose again to 62.6 points. Overall, the data reflect

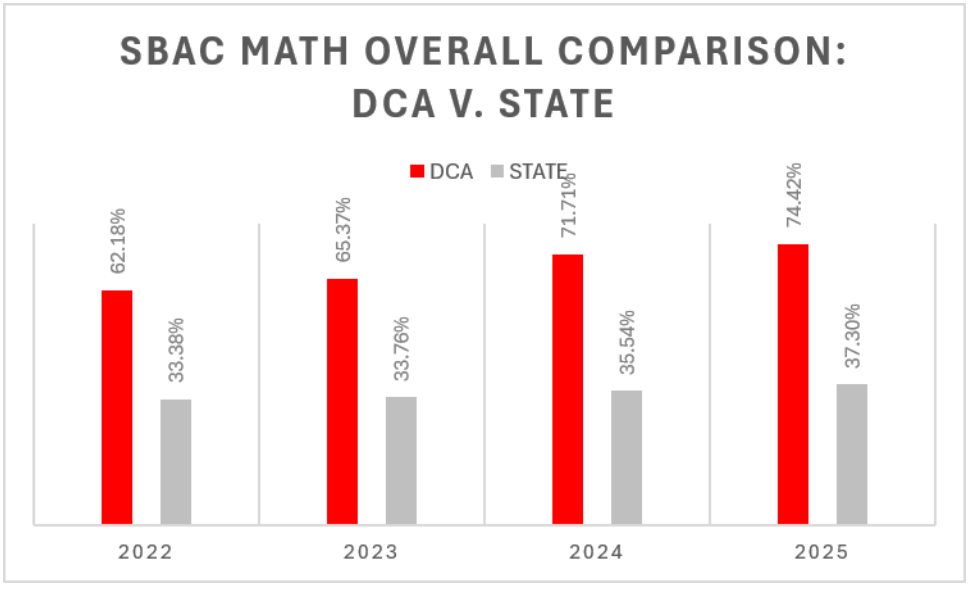
steady year over year improvement in Mathematics and demonstrate that DCA students are achieving at high levels while continuing to increase their distance above the standard.

*Table i.2: DCA SBAC Math Performance from 2022 to 2025 Showing Percent of Students Meeting or Exceeding Standards on CAASPP and Distance from Standard from the Dashboard*

| MATH | 2022 | | 2023 | | 2024 | | 2025 | |
|---|---|---|---|---|---|---|---|---|
| | Met or Exceeded | DFS | Met or Exceeded | DFS | Met or Exceeded | DFS | Met or Exceeded | DFS |
| DCA | 62.18% | 34.6 | 65.37% | 39.9 | 71.71% | 55.0 | 74.42% | 62.6 |

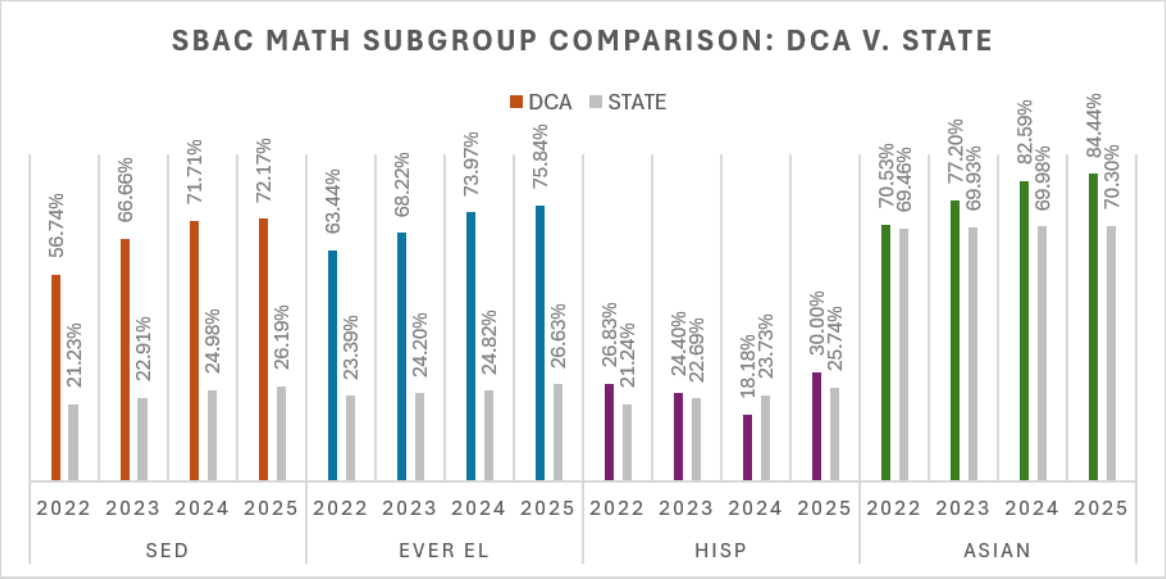
A comparison of SBAC Math performance between DCA and the State shows that DCA has consistently and substantially outperformed statewide results. In 2021–22, 62.18% of DCA students met or exceeded standards compared to 33.38% statewide. In 2022–23, DCA increased to 65.37%, while the State remained relatively stable at 33.76%. In 2023–24, DCA rose to 71.71%, compared to 35.54% statewide. By 2024–25, DCA reached 74.42%, while the State increased modestly to 37.30%. Across the four year period, DCA improved by more than 12% while maintaining a performance level nearly double the State average. These results demonstrate strong instructional effectiveness in Mathematics and continued success in helping students meet or exceed grade level standards.

*Chart i.3: SBAC Math Performance from 2022 to 2025 Showing the Percent of Students Meeting or Exceeding Standards at DCA Compared to the State of California*



A review of SBAC Math subgroup performance over the past four years shows strong and improving outcomes across several major student groups. Among SED students, 56.74% met or exceeded standards in 2021–22 compared to 21.23% statewide. This increased to 66.66% in 2022–23, 71.71% in 2023–24, and 72.17% in 2024–25, remaining far above State performance each year. Ever EL students also demonstrated strong growth, increasing from 63.44% in 2021–22 to 68.22% in 2022–23, 73.97% in 2023–24, and 75.84% in 2024–25, consistently exceeding State averages by a wide margin. Hispanic/Latino students performed above the State in each year, though their outcomes remained lower than DCA's overall results, increasing from 26.83% in 2021–22 to 30.00% in 2024–25 after declines in 2022–23 and 2023–24. Asian students demonstrated especially strong Mathematics performance, rising from 70.53% in 2021–22 to 84.44% in 2024–25, exceeding the State each year. Overall, DCA's Math subgroup results demonstrate strong achievement for SED, Ever EL, and Asian students, while also identifying Hispanic/Latino Mathematics performance as an area for continued monitoring and targeted support.

*Chart i.4: SBAC Math Subgroup Performance from 2022 to 2025 Showing Percent of Students Meeting or Exceeding Standards for Socioeconomically Disadvantaged, Ever English Learner, Hispanic/Latino, and Asian Students at DCA Compared to the State of California*

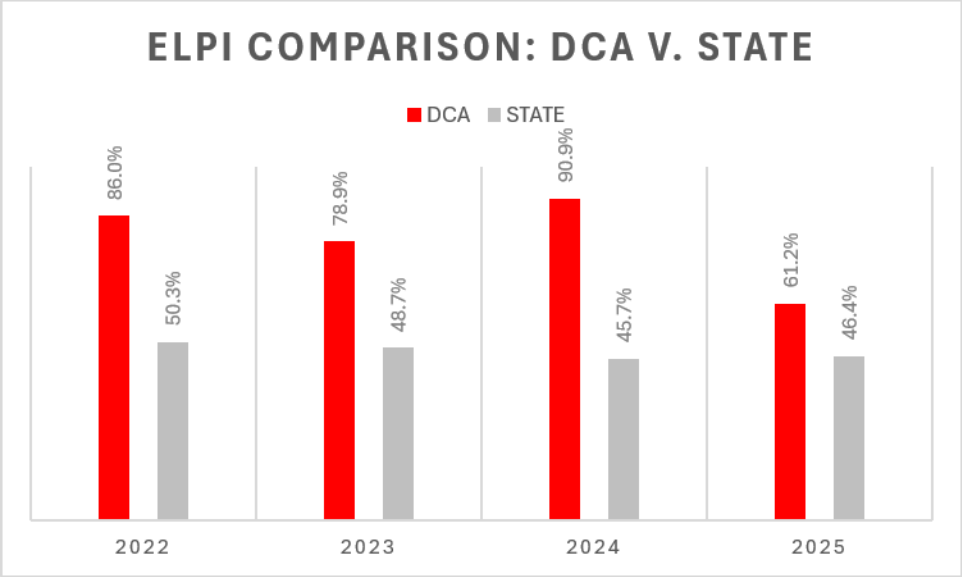



**English Learner Progress**

The English Learner Progress Indicator ("ELPI") measures the percentage of English Learners ("ELs") making progress toward English language proficiency each year. Over the past four years, DCA has consistently exceeded the State average on the ELPI, demonstrating strong support for English Learners. In 2021–22, 86.0% of ELs at DCA made progress toward English proficiency compared to 50.3% statewide. In 2022–23, 78.9% of ELs made progress compared to 48.7% statewide. In 2023–24, DCA achieved particularly strong results, with 90.9% of ELs making progress compared to 45.7%

statewide. In 2024–25, the percentage of ELs making progress declined to 61.2%, but remained above the State rate of 46.4%. While the 2024–25 decline indicates an area for continued attention, DCA's ELPI performance remains strong overall and reflects the Charter School's commitment to targeted language development instruction, academic support, and intervention systems designed to help EL students build English proficiency and succeed academically.

*Chart i.5: English Learner Progress Indicator from 2022 to 2025 Showing Percent of English Learners Making Progress Toward English Proficiency at DCA Compared to the State of California*



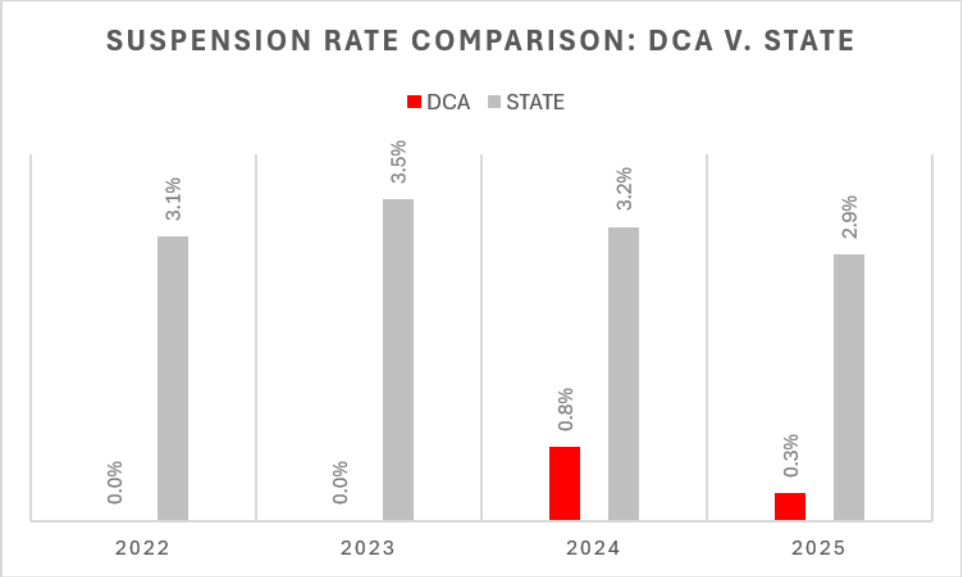

**Suspension Rate**

The Suspension Rate Indicator measures the percentage of students suspended at least once during the school year and provides insight into the effectiveness of a school's behavior supports, discipline practices, and overall school climate. DCA has maintained exceptionally low suspension rates over the past four years. In 2021–22, DCA reported a suspension rate of 0.0% compared to 3.1% statewide. In 2022–23, DCA again reported a suspension rate of 0.0% compared to 3.5% statewide. In 2023–24, the rate increased slightly to 0.8%, while the State rate was 3.2%. By 2024–25, DCA's suspension rate declined to 0.3%, compared to 2.9% statewide. Overall, DCA's suspension rates remain substantially below the State average, demonstrating a strong school climate and effective behavior support systems.

A review of subgroup suspension data further demonstrates DCA's generally low use of exclusionary discipline. In 2021–22 and 2022–23, all reported subgroups had suspension rates of 0.0%. In 2023–24, the overall suspension rate increased slightly to 0.8%, with Hispanic/Latino students at 2.9%, SED students at 0.9%, and ELs and Asian students at 0.0%. In 2024–25, the overall rate declined to 0.3%, with Hispanic/Latino students, SED students, and Students with Disabilities ("SWD") at 0.0%, Asian students

at 0.4%, ELs at 1.6%, and Long-Term English Learners ("LTELs") at 2.9%. While these rates remain low overall, DCA continues to monitor subgroup outcomes to ensure discipline practices remain equitable and supportive. The Charter School's low suspension rates reflect its continued emphasis on proactive behavior supports, positive school climate, restorative approaches, and early intervention.

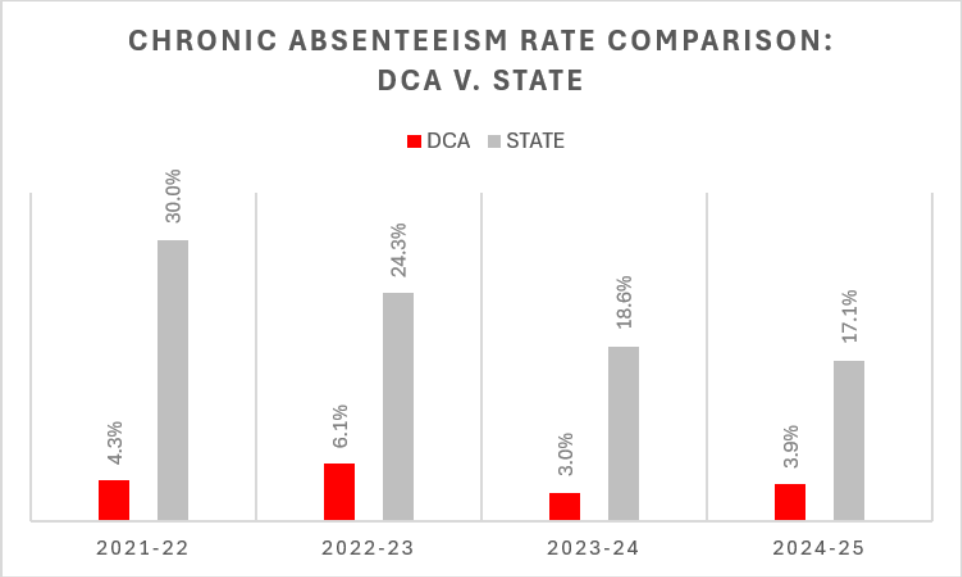
*Chart i.6: Suspension Rate from 2022 to 2025 Showing Overall at DCA Compared to the State of California*




**Chronic Absenteeism Rate**

Downtown Charter Academy has maintained exceptionally low chronic absenteeism rates compared to the State, demonstrating a strong culture of attendance, student engagement, and family partnership. From 2021-22 through 2024-25, DCA's chronic absenteeism rate remained far below the statewide rate each year. In 2021-22, DCA's chronic absenteeism rate was 4.3%, compared to the State rate of 30.0%. In 2022-23, DCA was 6.1%, while the State remained significantly higher at 24.3%. DCA improved further in 2023-24, reducing chronic absenteeism to 3.0%, compared to the State rate of 18.6%. In 2024-25, DCA maintained a very low rate of 3.9%, while the State rate was 17.1%. These results are particularly impressive given that DCA serves a student population with significant needs, including 73.0% SED students, 16.0% ELs, and 7.9% SWD in 2025-26. DCA's consistently low chronic absenteeism reflects the Charter School's ability to create a safe, structured, and connected school environment where students attend regularly, families remain engaged, and staff proactively support students before attendance concerns become barriers to learning.

*Chart i.7: Chronic Absenteeism Rate from 2022 to 2025 Showing Overall at DCA Compared to the State of California*




**Local Indicators**

DCA has consistently met all Local Indicators reported on the Dashboard, including Implementation of Academic Standards, Access to a Broad Course of Study, Basics: Teachers, Instructional Materials, and Facilities, Parent and Family Engagement, and Local Climate Survey. These results demonstrate that DCA continues to meet State expectations for the locally reported priorities and maintains systems that support academic access, family engagement, school climate, and basic conditions for learning.

## Additional Data for Consideration at Renewal

The additional verified data criteria applicable to low- and middle-performing charter schools do not apply to DCA because DCA meets the criteria for the High Performing renewal category. Pursuant to Education Code Section 47607(c)(2), the chartering authority shall not deny renewal for a charter school if the charter school satisfies the statutory High Performing renewal criteria based on the California School Dashboard state indicators and measurements of academic performance.

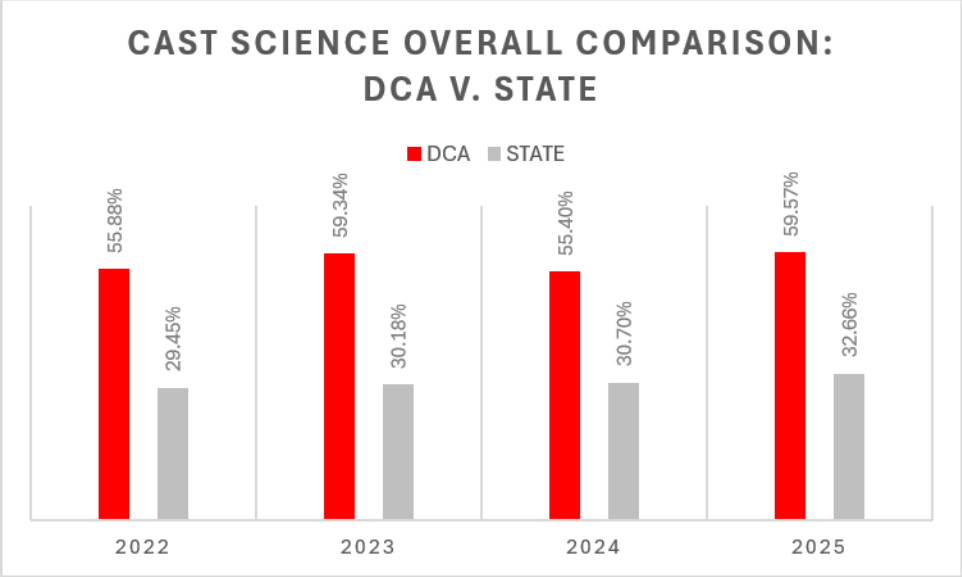
Accordingly, because DCA meets the High Performing renewal criteria, DCA is not required to provide verified data demonstrating measurable increases in academic achievement or strong postsecondary outcomes as an additional renewal condition. DCA may, however, provide supplemental academic, attendance, enrollment, student support, and other local data to further demonstrate the strength of its educational program and continued benefit to students and families.

## Year Over Year Progress

**CAASPP System: Science**

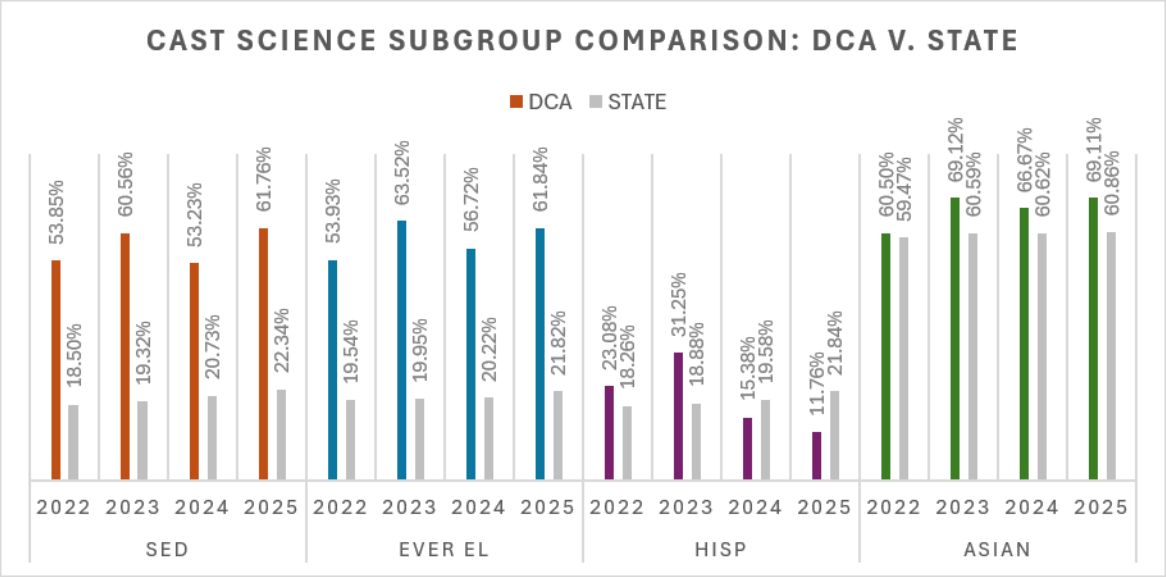
The California Science Test ("CAST") results show that DCA has consistently outperformed the State in Science over the past four years. In 2021–22, 55.88% of DCA students met or exceeded standards compared to 29.45% statewide. In 2022–23, DCA increased to 59.34%, while the State increased slightly to 30.18%. In 2023–24, DCA declined modestly to 55.40%, but remained well above the State rate of 30.70%. By 2024–25, DCA increased again to 59.57%, compared to 32.66% statewide. Overall, DCA's CAST results demonstrate consistently strong Science achievement, with student outcomes remaining nearly twice the State average across the four year period.

*Chart i.8: CAST Science Performance from 2022 to 2025 Showing the Percent of Students Meeting or Exceeding Standards at DCA Compared to the State of California*




A review of CAST Science subgroup performance demonstrates strong results for several major student groups, particularly SED students, Ever EL students, and Asian students. Among SED students, 53.85% met or exceeded standards in 2021–22 compared to 18.50% statewide. SED performance increased to 60.56% in 2022–23, declined slightly to 53.23% in 2023–24, and increased again to 61.76% in 2024–25, remaining well above the State each year. Ever EL students followed a similar pattern, with 53.93% meeting or exceeding standards in 2021–22, 63.52% in 2022–23, 56.72% in 2023–24, and 61.84% in 2024–25, consistently outperforming statewide results. Asian students also demonstrated strong Science achievement, increasing from 60.50% in 2021–22 to 69.11% in 2024–25 and exceeding State averages throughout the four year period. Hispanic/Latino student performance, however, declined from 23.08% in 2021–22 to 11.76% in 2024–25, falling below State outcomes in 2023–24 and 2024–25. These results show that DCA's overall Science program is producing strong outcomes, while Hispanic/Latino student performance in Science remains an important area for targeted support and continued monitoring.

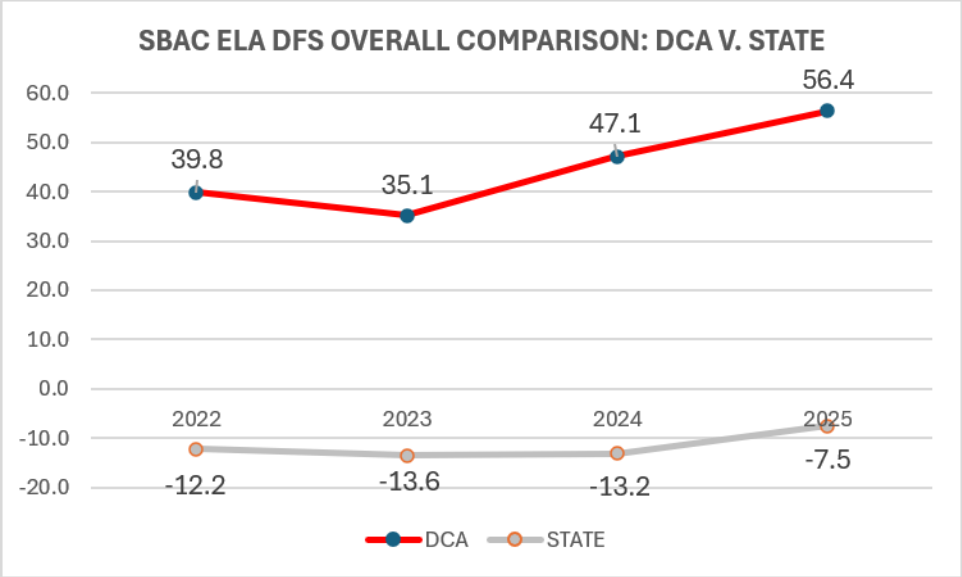
*Chart i.9: CAST Science Subgroup Performance from 2022 to 2025 Showing Percent of Students Meeting or Exceeding Standards for Socioeconomically Disadvantaged, Ever English Learner, Hispanic/Latino, and Asian Students at DCA Compared to the State of California*




**English Language Arts Distance from Standard**

DCA significantly outperforms the State in ELA, demonstrating consistently strong achievement and continued academic growth. From 2022 through 2025, DCA's SBAC ELA Distance from Standard remained well above the State each year. In 2022, DCA performed 39.8 points above standard, while the State was 12.2 points below standard. In 2023, DCA remained strong at 35.1 points above standard, compared to the State at 13.6 points below standard. DCA's performance increased to 47.1 points above standard in 2024 and reached 56.4 points above standard in 2025, while the State remained below standard at 13.2 points below standard in 2024 and 7.5 points below standard in 2025. These results show that DCA is not only outperforming the State by a substantial margin, but also improving over time. DCA's upward trajectory reflects the strength of the Charter School's instructional program, high expectations, data-driven teaching practices, and commitment to preparing students for success in high school, college, and beyond.

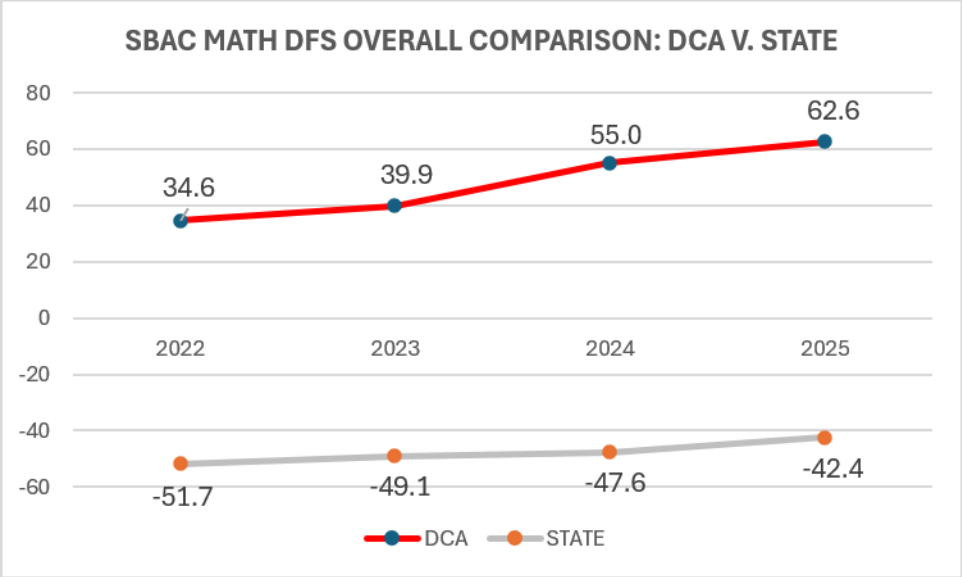
*Chart i.10: SBAC ELA Performance from 2022 to 2025 Showing the Distance from Standard at DCA Compared to the State of California*




**Mathematics Distance from Standard**

DCA's Mathematics results reflect a powerful and sustained pattern of achievement. From 2022 through 2025, DCA remained well above standard every year, while the State continued to perform below standard. In 2022, DCA was 34.6 points above standard, compared to the State at 51.7 points below standard. Rather than leveling off, DCA continued to improve, increasing to 39.9 points above standard in 2023, 55.0 points above standard in 2024, and 62.6 points above standard in 2025. This four-year trend shows both consistency and momentum. DCA not only maintained a significant advantage over the State, but also strengthened its performance each year. By 2025, the gap between DCA and the State was more than 100 points in Distance from Standard, with DCA at 62.6 points above standard and the State at 42.4 points below standard. These results demonstrate the effectiveness of DCA's math instruction, use of data, academic interventions, and high expectations for student learning. DCA's continued growth in Mathematics is especially impressive because the Charter School serves a high percentage of SED students, ELs, and students with diverse learning needs.

*Chart i.10: SBAC MATH Performance from 2022 to 2025 Showing the Distance from Standard at DCA Compared to the State of California*




**Stable Enrollment**

Downtown Charter Academy has maintained stable enrollment while continuing to serve a diverse and high-need student population. In 2025-26, DCA serves 318 students, returning to enrollment levels similar to earlier years in the charter term. The Charter School continues to serve a significant percentage of socioeconomically disadvantaged students, with 73.0% of students identified as SED in 2025-26. This reflects DCA's continued commitment to serving students and families who benefit from a structured, rigorous, and supportive middle school program.

DCA also serves students with varied language development and learning needs. In 2025-26, 16.0% of students are ELs and 7.9% are SWD. These data demonstrate the ongoing need for strong ELD, inclusive instructional practices, special education supports, intervention systems, and differentiated instruction. DCA's program is designed to ensure that students receive access to grade-level instruction while also receiving the academic, language, behavioral, and social-emotional supports necessary for success.

The Charter School's enrollment also reflects the diversity of Oakland. In 2025-26, DCA's student population is 74.8% Asian, 11.9% African American, 9.4% Hispanic, 1.6% Filipino, 1.3% Two or More Races, 0.6% White, and 0.3% American Indian or Alaska Native. These demographics demonstrate that DCA serves students from a wide range of racial, ethnic, cultural, and linguistic backgrounds. The Charter School's instructional program, student support systems, family engagement practices, and outreach efforts are therefore designed to be culturally responsive, inclusive, and accessible to the families it serves.

Overall, DCA's enrollment trends show a stable and mission-aligned middle school program that continues to serve historically underserved students, including SED students, ELs, SWD, and students from diverse racial and ethnic backgrounds. These data reinforce the need for DCA's continued operation as a high-performing public charter middle school option in Oakland.

*Table i.3: DCA Student Enrollment and Demographic Trends, 2018-19through 2025-26*

**Downtown Charter Academy**

| Year | Total Enrollment | Socioeconomically Disadvantaged | Students with Disabilities | English Learners | Foster or Homeless Youth | African American | Hispanic | Filipino | Two or More Races | White | Asian | American Indian | Pacific Islander |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **2018-19** | 305 | **79.0%** | 5.6% | **12.5%** | 3.3% | **11.8%** | **17.0%** | 0.3% | 1.6% | 1.6% | **66.6%** | 0.0% | 1.0% |
| **2019-20** | 326 | **77.6%** | 6.7% | **12.9%** | 0.3% | **9.5%** | **16.6%** | 0.9% | 0.6% | 1.2% | **70.9%** | 0.0% | 0.3% |
| **2020-21** | 318 | **76.7%** | 7.9% | **16.7%** | 0.0% | 9.1% | **16.0%** | 0.6% | 0.0% | 1.6% | **72.3%** | 0.0% | 0.3% |
| **2021-22** | 271 | **74.2%** | 8.1% | **21.4%** | 1.1% | 4.1% | **14.8%** | 0.7% | 1.5% | 1.5% | **77.1%** | 0.4% | 0.0% |
| **2022-23** | 259 | **77.2%** | 11.2% | **30.9%** | 0.0% | 4.6% | **15.8%** | 1.5% | 1.2% | 0.4% | **75.7%** | 0.0% | 0.0% |
| **2023-24** | 259 | **61.4%** | 8.1% | **23.9%** | 0.0% | 6.6% | **13.1%** | 1.2% | 1.2% | 0.4% | **77.6%** | 0.0% | 0.0% |
| **2024-25** | 305 | **75.4%** | 8.9% | **20.0%** | 0.0% | 7.9% | **13.1%** | 1.3% | 2.0% | 0.7% | **74.8%** | 0.3% | 0.0% |
| **2025-26** | 318 | **73.0%** | 7.9% | **16.0%** | 0.0% | **11.9%** | **9.4%** | 1.6% | 1.3% | 0.6% | **74.8%** | 0.3% | 0.0% |

Beyond the Dashboard and CAASPP measures, DCA demonstrates clear evidence of strong student performance, sustained academic achievement, exceptional student engagement, and meaningful progress in preparing middle school students for success in high school, college, and life. DCA's results show that the Charter School is not only meeting expectations, but significantly exceeding statewide performance in core academic areas while serving a diverse and high-need student population.

DCA has consistently demonstrated strong academic outcomes in both ELA and Mathematics. From 2022 through 2025, DCA performed well above the State in SBAC ELA Distance from Standard, increasing from 39.8 points above standard in 2022 to 56.4 points above standard in 2025. DCA also demonstrated exceptional growth in SBAC Mathematics, increasing from 34.6 points above standard in 2022 to 62.6 points above standard in 2025. These results are particularly significant because DCA serves a student population that includes 73.0% SED students, 16.0% ELs, and 7.9% SWD in 2025-26.

DCA also maintains exceptionally strong student engagement, as reflected in its very low chronic absenteeism rates. From 2021-22 through 2024-25, DCA's chronic absenteeism rate remained far below the State each year. In 2024-25, DCA's chronic absenteeism rate was 3.9%, compared to the State rate of 17.1%. This sustained pattern demonstrates that students are connected to school, families are engaged, and DCA maintains a safe, structured, and supportive school culture where students attend regularly and are positioned to learn.

As a middle school serving students in grades 6 through 8, DCA's postsecondary preparation is appropriately focused on ensuring students are academically, socially, and personally prepared for success in high school and future college pathways. DCA's mission is to provide a rigorous college preparatory education and character

development program that prepares students from underserved communities to succeed in high school, college, and life. The Charter School advances this mission by building strong academic foundations in ELA and Mathematics, developing student responsibility and perseverance, supporting attendance and engagement, and preparing students for the transition to high school.

During the renewal term, DCA will continue to build on these outcomes by sustaining high academic performance, strengthening targeted supports for ELs, SWD, and SED students, maintaining very low chronic absenteeism, and continuing to implement a rigorous middle school program that prepares students for long-term success. DCA will also continue working with AMPS as AMPS implements Operational Sustainability across the organization to further strengthen fiscal systems, compliance practices, staffing structures, enrollment planning, governance support, and long-term operational capacity.

**As demonstrated by the evidence above, DCA meets the renewal criteria for a High Performing Charter School under Education Code Section 47607(c)(2). As a High Performing Charter School, DCA is entitled to presumptive renewal approval and is eligible for a renewal term of five, six, or seven years. DCA respectfully requests presumptive approval of its charter renewal for a five-year term. This request reflects DCA's strong academic performance, continued benefit to Oakland students and families, and AMPS' responsible commitment to strengthening organization-wide operational sustainability while preserving DCA's high-quality educational program.**

## Element 1 – Educational Program

***"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, 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)***

***"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 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(c)(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(d))

**Western Association of Schools and Colleges (WASC) Accreditation**

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.

**Mathematics Placement Policy**

If Charter School serves ninth grade, 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 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:

[Choose one of the following tables according to the length of your requested charter term. Note: Although six-year and seven-year terms can be requested by a charter school in the high renewal tier, the OUSD Board will determine the length of the renewal term, and the inclusion of year 6 and/or year 7 below does not guarantee approval of the request.]

| | **Projected Student Enrollment for Each Year by Grade Level and Total Enrollment** | | | | |
|---|---|---|---|---|---|
| **Grade Level** | **Year 1 2027-2028** | **Year 2 2028-2029** | **Year 3 2029-2030** | **Year 4 2030-2031** | **Year 5 2031-2032** |
| **TK** | # | # | # | # | # |
| **K** | # | # | # | # | # |
| **1** | # | # | # | # | # |

| | | | | | |
|---|---|---|---|---|---|
| **2** | # | # | # | # | # |
| **3** | # | # | # | # | # |
| **4** | # | # | # | # | # |
| **5** | # | # | # | # | # |
| **6** | # | # | # | # | # |
| **7** | # | # | # | # | # |
| **8** | # | # | # | # | # |
| **9** | # | # | # | # | # |
| **10** | # | # | # | # | # |
| **11** | # | # | # | # | # |
| **12** | # | # | # | # | # |
| **Total** | **#** | **#** | **#** | **#** | **#** |

## Special Education

We believe that students with and without disabilities learn best in classrooms that reflect the rich cultural, linguistic, and developmental diversity of our great city. Specialized Academic Instruction is provided at all Amethod (AMPS) Schools by Special Education teachers and support staff working under the direction of Special Educators

Focus:

- Academic Equity:
  - Special Education staff provides effective, targeted, evidence-based services in the least restrictive environment to support students to make meaningful progress toward grade-level standards and/or individual goals.
- Quality Professional Learning:
  - The Special Education Department develops and implements robust, multimodal, multi-tiered, effective professional learning opportunities.
- Post Secondary Readiness:
  - The Special Education Department partners with other teams and site personnel to ensure that each student with an IEP has meaningful

pathway experiences, access to paid and supported employment experiences, and transition services grounded in students' own goals for their future as informed, engaged community members.

- Compliant, Quality IEPs:
  - The Special Education Department provides monitoring, training, and accountability to increase the number of timely, compliant, and asset-driven IEPs.

**Overview**

The Charter School shall be its own local educational agency ("LEA") and is a member of the El Dorado County Charter ("EDCOE") SELPA in conformity with Education Code Section 47641(a). Please see Appendix C for Letter of Acceptance.

As an LEA member of the SELPA, the Charter School shall receive state and federal revenues directly, in accordance with the SELPA's allocation plan.

The Charter School shall comply with all state and federal laws related to the provision of special education instruction and related services and all SELPA policies and procedures; and shall utilize appropriate SELPA forms.

The Charter School may seek resources and 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.

The Charter School shall be solely responsible for its compliance with Section 504 and the ADA.

**Supporting Section 504 Students**

Kidinnu Academy identifies and supports students who may have a disability under Section 504 of the Rehabilitation Act. Students who qualify for a Section 504 Plan receive accommodations and supports necessary to access the Charter School's educational program. Staff implement Section 504 Plans and monitor student access and progress. Parents or guardians are included in the Section 504 process, and plans are reviewed periodically or when there is a significant change in student need.

Section 504 accommodations may include extended time, preferential seating, health supports, breaks, modified assignments, assistive technology, behavior supports, access supports, or other accommodations based on student need. Kidinnu Academy ensures that students with Section 504 Plans are provided equal access to academic instruction, assessments, activities, programs, and services.

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. A student who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment, is eligible for protections under Section 504.

A Section 504 team will be assembled by the Principal or designee 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 Section 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 Section 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 Section 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 Section 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 Section 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 Section 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 Section 504 team.

If the Section 504 team finds the student to have a disability under Section 504, the Section 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives a FAPE. In developing the Section 504 Plan, the Section 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 Section 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary.

All Section 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 Section 504 Plan. The Site Director or designee will ensure that teachers include Section 504 Plans with lesson plans for short-term substitutes and that they review the Section 504 Plan with a long-term substitute. A copy of the Section 504 Plan shall be maintained in the student's file. Each student's Section 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.

**Services for Students under the IDEA**

The following description regarding how special education and related services shall be provided and funded by the Charter School for the sole purpose of providing a reasonably comprehensive description of the special education program in the Charter Petition. The specific manner in which special education and related services shall be provided and funded shall be set forth in an agreement, delineating the respective responsibilities of the Charter School and the EDCOE SELPA.

The Charter School shall provide special education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA.

The Charter School shall provide services for special education students enrolled in the Charter School regardless of their district of residence. The Charter School shall 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/guardian complaints and maintaining the confidentiality of pupil records.

The Charter School agrees to promptly respond to all SELPA or District inquiries, to comply with reasonable directives from the SELPA or the District, and to allow the SELPA or the District access to the Charter School students, staff, facilities, equipment and records as required or imposed by law.

***Special Education Strategies for Instruction and Services***

The Charter School reserves the right to contract with agencies and vendors outside of the authorizer, when appropriate, to secure special education services, including administrative support services as needed.

The general education program at Kidinnu Academy will provide a wide range of strategic and intensive learning opportunities designed to meet the diverse needs of all students, including SWD. These strategies will be integrated into the Charter School's inclusive instructional model to ensure that all students, regardless of ability, have equitable access to rigorous, standards-based learning. The following general education strategies will be implemented to support SWD at Kidinnu Academy:

- **Collaborative Co-Teaching:** General education and special education teachers will work together in shared classrooms to deliver instruction, provide differentiated supports, and monitor progress toward academic goals.
- **Universal Design for Learning:** Instruction will be planned using UDL principles to provide multiple means of engagement, representation, and expression, ensuring that all students can access the curriculum and demonstrate mastery in ways that align with their strengths.
- **Blended and Technology-Integrated Learning:** Teachers will use adaptive learning tools to personalize instruction and monitor student growth in real time, offering targeted feedback and interventions.
- **Extended Learning Opportunities:** Students will have access to extended learning time through after-school tutoring, enrichment, and intersession programs to close learning gaps and reinforce key skills.
- **Built-In Reteaching and Mastery Cycles:** The mastery-based model will include intentional reteaching opportunities embedded in instructional units to ensure that students demonstrate proficiency before advancing.
- **Differentiated Instruction and Scaffolding:** Lessons will include multiple levels of support, flexible grouping, and modified assignments to meet the unique learning profiles of each student.
- **Targeted Interventions in Reading, Writing, and Mathematics:** Evidence-based intervention programs will provide intensive small-group instruction to address foundational skill gaps, with frequent progress monitoring and data-informed adjustments.
- **Specialized Academic Tutoring:** One-on-one and small group tutoring will focus on individual student goals, with coordination between general education, special education, and paraprofessional staff to ensure continuity of support.

- **Small Group and Push-In Supports:** Instructional aides and special education staff will provide in-class assistance and targeted skill development aligned with IEP goals, including reading, writing, math, fine motor, and executive functioning skills.

- **Social-Emotional and Behavioral Supports:** Through the Charter School's PBIS framework SEL curriculum, students will receive additional supports for self-regulation, motivation, and social-emotional growth.

These strategies will ensure that DCA's SWD are fully included in the general education setting while receiving the specialized supports needed to achieve academic success, personal growth, and secondary readiness.

***Staffing***

All special education services at the Charter School shall be delivered by individuals or agencies qualified to provide special education services as required by the Education Code and the IDEA. The Charter School staff shall participate in District or SELPA in-service training relating to special education.

The Charter School shall 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 is qualified pursuant to SELPA policies, as well as meet all legal requirements. The Charter School shall be responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to the Charter School students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists.

***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 shall adopt and implement policies relating to all special education issues and referrals.

***Identification and Referral***

The Charter School shall have the responsibility to identify, refer, and work cooperatively in locating the Charter School students who have or may have exceptional needs that qualify them to receive special education services. The Charter School shall implement SELPA policies and procedures to ensure timely identification and referral of students who have, or may have, such exceptional needs. A pupil shall be referred for special education only after the resources of the general education program have been considered, and where appropriate, utilized.

The Charter School shall 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.

***Assessments***

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 shall 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 the Charter School students.

***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 general education classroom; the student, if appropriate; the student's parent/guardian; and other Charter School representatives who are knowledgeable about the general 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/guardian 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/guardians 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.

***Interim and Initial Placements of New Charter School Students***

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/guardian, for a period not to exceed thirty (30) days, by which time the 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/guardian 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/guardians, 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.

***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.

***Non-Discrimination Statement***

It is understood and agreed that all children shall 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 their disability or due to the student's request for, or actual need for, special education services.

***Parent/Guardian Concerns and Complaints***

The Charter School shall adopt policies for responding to parent/guardian concerns or complaints related to special education services. The Charter School shall receive any concerns raised by parents/guardians regarding related services and rights.

The Charter School's designated representative shall investigate as necessary, respond to, and address the parent/guardian concern or complaint.

***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 the parents/guardians file for a due process hearing, or request mediation, the Charter School shall defend the case.

***SELPA Representation***

The Charter School understands that it shall represent itself at all SELPA meetings.

***Funding***

The Charter School understands that it shall be subject to the allocation plan of the SELPA.

***Parents/Guardians with Disabilities***

Communications with parents/guardians with disabilities must be as effective as communications with other parents/guardians. Appropriate auxiliary aids and services (such as Braille materials or a sign language interpreter) will be made available whenever they are necessary to ensure equally effective communication with parents/guardians with hearing, vision, or speech disability.

## TARGETED STUDENT POPULATIONS AND COMMUNITY NEED

Downtown Charter Academy ("DCA") is located in Downtown Oakland and serves students and families seeking a rigorous, structured, college preparatory middle school program. Established in 2014, DCA is part of Amethod Public Schools ("AMPS") and has developed as a neighborhood middle school option for Oakland families. DCA's school profile states that the Charter School serves students in grades 6 through 8 and is grounded in the belief that all students can achieve their academic goals, attend college, and succeed in life.

DCA seeks to educate middle school students from historically underserved communities, including SED students, ELs, SWD, and students from diverse racial, ethnic, linguistic, and cultural backgrounds. DCA serves students in grades 6 through 8. In 2025-26, DCA serves 318 students. The Charter School's student population reflects both the diversity and the needs of the Oakland community. In 2025-26, 73.0% of DCA students are socioeconomically disadvantaged, 16.0% are ELs, 7.9% are SWD, and 0.0% are foster youth. The Charter School's racial and ethnic composition includes 74.8% Asian students, 11.9% African American students, 9.4% Hispanic students, 1.6% Filipino students, 1.3% Two or More Races students, 0.6% White students, and 0.3% American Indian or Alaska Native students. This demonstrates a continuing need for a middle school program that provides strong academic preparation, structured student supports, family engagement, and access to rigorous instruction for students who may face economic and educational barriers.

While Oakland is rich in culture, resilience, and opportunity, many families continue to face significant economic and educational challenges. For DCA families, these challenges are reflected in the Charter School's 2025-26 enrollment data, with nearly three-fourths of students identified as socioeconomically disadvantaged. These students may experience barriers related to access to academic enrichment, technology, transportation, stable housing, health care, and other resources that can affect attendance, academic performance, and family engagement. DCA's educational program is designed to respond to these needs through high expectations, strong instruction, structured academic support, family communication, and a school culture focused on student achievement and preparation for the future.

DCA also serves students with language development and learning needs that require intentional support. With 16.0% of students identified as ELs in 2025-26, the Charter School provides a program that must support access to grade-level instruction while building English language proficiency, academic vocabulary, structured student discourse, and writing skills across content areas. With 7.9% of students identified as SWD, DCA must also ensure access to inclusive practices, accommodations, special education and related services, progress monitoring, and collaboration between general education and special education staff.

DCA, established in 2014, has become a strong middle school option for Oakland families seeking a rigorous academic environment, character development, and personalized support. As part of Amethod Public Schools, DCA is grounded in the belief that all students can achieve their academic goals, attend college, and succeed in life. The Charter School serves students during a critical developmental period when they are building academic independence, study habits, self-advocacy, social-emotional skills, and readiness for high school.

**Mission and Vision Aligned with the Target Population**

At Downtown Charter Academy, our mission is to provide a rigorous college preparatory education and character development program that prepares students from underserved communities to succeed in high school, college, and life. The Charter School's vision is to cultivate a structured, inclusive, and achievement-oriented middle school community where students develop the academic skills, personal responsibility, perseverance, confidence, and character needed to thrive in high school, college, career, and civic life.

**Needs and Challenges of the Student Groups to Be Served**

DCA's student population demonstrates the continued need for a high-quality public middle school program that combines academic rigor with targeted support. The Charter School seeks to ensure that students excel inside and outside of the classroom, develop the habits and skills needed for long-term success, and become prepared to contribute positively to their families, communities, and future educational pathways.

Middle school students also face important developmental transitions as they move from elementary school toward high school readiness. DCA students need support in academic organization, study habits, executive functioning, social-emotional development, peer relationships, attendance, behavior expectations, and preparation for high school coursework. DCA's middle school program is designed to address these needs through clear expectations, strong teacher-student relationships, academic support, character development, college preparatory culture, and a safe and focused learning environment.

Through its educational program, DCA seeks to meet the needs of students who require both rigor and support. The Charter School's student population demonstrates the continued need for a high-quality public middle school option that provides academic preparation, language development, special education support, culturally responsive practices, family partnership, and a schoolwide culture focused on achievement, responsibility, and long-term student success.

## Mission Statement

Amethod Public Schools seeks to provide a rigorous college preparatory education and character development program that will prepare students from underserved communities to succeed in college and beyond.

## Vision Statement

Amethod Public Schools fosters students' motivation and belief in academic achievement and goals. We are a free and public charter school network 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 themselves and challenge all families to expect more from their schools, themselves, and their children for a prospective future for the next generation.

## Amethod Public Schools (AMPS) - Core Values

Our core values represent the pillars that guide the mission of the AMPS organization:

- **Students First:** Focusing on students as the priority ensures that all decisions and actions are geared toward their best interests, well-being, and academic growth. This value fosters a student-centered culture, where the needs and development of learners come before anything else.

- **Adaptability:** In a rapidly changing world, adaptability is key for both students and educators. This value empowers the school community to embrace change, innovate, and stay flexible when faced with new challenges. It also encourages resilience in students, helping them thrive in diverse situations.

- **Responsibility:** Instilling a sense of responsibility in students and staff promotes accountability and integrity. It encourages everyone to take ownership of their actions, decisions, and contributions to the school community, cultivating a culture of trust and dependability.

- **Perseverance:** Perseverance teaches the value of hard work, persistence, and grit. It helps students and staff develop the mindset to overcome obstacles, stay committed to their goals, and keep pushing forward despite difficulties. This value fosters resilience and growth.

- **Commitment to Distinction:** Striving for excellence and standing out in all areas—academically, socially, and professionally—demonstrates the school's dedication to being a top-tier institution. This value drives continuous improvement, motivating both students and staff to aim for high standards and maintain a culture of excellence.

***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.

## Educational Philosophy

DCA's educational philosophy reflects AMPS' belief that all students, including students from historically underserved communities, deserve access to a rigorous, high-quality public education that prepares them for success in high school, college, career, and life. AMPS, the Charter Management Organization for DCA, believes that higher education and strong academic preparation are among the surest pathways to future opportunity and that high expectations for all students are essential to academic progress.

Drawing the best from every student requires a shared commitment from teachers, families, administrators, students, and the broader school community. DCA believes that students succeed when schools uphold high expectations, recruit and retain highly effective teachers, implement systems that ensure academic rigor, provide relevant professional development, use data to guide instruction and support, and maintain a strong partnership with families.

DCA understands the importance of using research-based instructional practices to promote student achievement. Staff are trained to utilize standards-based and research-supported curriculum, incorporate State Standards into instruction, align assessments to State Standards, implement supplemental instructional programs that support student learning, and design instruction that reflects effective teaching practices, differentiation, and the needs of diverse learners.

DCA is committed to fostering an educational environment where equity is central to teaching, learning, school culture, and student support. The Charter School recognizes that students come to school with different strengths, experiences, needs, and opportunities, and DCA continuously works to ensure that all students receive the support, challenge, and resources necessary to thrive. This includes particular attention to SED students, ELs, SWD, and other students who may benefit from targeted academic, social-emotional, language development, or behavioral supports.

The AMPS organizational framework encourages students and families to understand that commitment to a rigorous academic program and the development of a strong work ethic are essential to long-term success. DCA seeks to teach students to move beyond their academic comfort zones, embrace challenging work, build perseverance, and see rigorous coursework as preparation for future opportunity.

DCA strives to create a learning environment where students feel seen, valued, supported, and empowered. Through high expectations, strong relationships,

academic supports, character development, and a structured school culture, DCA helps students build the habits of scholarship, responsibility, self-advocacy, and resilience. DCA's goal is not only to prepare students for high school and future college pathways, but also to help them become confident learners, thoughtful problem solvers, and positive contributors to their families and communities.

***The Five Successful Strategies for an AMPS Middle School***

Parents/Guardians 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. 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 "works" for them 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/guardians and families as well. School administrators are sometimes faced with parents/guardians who are unaware of their student's absence from school or, worse, which are aware but quite willing to make excuses for the absence. There are several reasons why regular school attendance 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 from the teacher. Absenteeism hurts the school and organization. State financial support for schools is linked to student attendance. When students are absent the school loses funding. 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 student 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/guardians to encourage maximum attendance rates.

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. For middle school students, these skills are especially important as they build independence, navigate peer relationships, manage academic expectations, and prepare for the transition to high school.

6) ***High Expectations for All Students:*** At DCA, there are high expectations for all students. DCA ensures that every student has access to rigorous, standards-aligned coursework so that every student is prepared for high school coursework and has a strong foundation for advanced and/or honors college preparatory high school courses. Considering that DCA is an academically focused school system, students are expected to engage in 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. DCA also has high standards for student behavior and expect all staff, parents/guardians, 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, listen respectfully to speakers and presenters, participate in student competitions such as spelling or geography bees, and greet school visitors appropriately. 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, including direct instruction, guided practice, feedback through engagement, and individual practice in lessons that reinforce the character education expectations and keep character goals active and present throughout the instructional program. DCA students acquire life skills that help them build meaningful connections to their school, families, and broader community.

The goal for all students is to develop an understanding that education is essential to their future and necessary for success in adulthood. DCA seeks to establish a school culture where diligence, perseverance, responsibility, and respect are valued, and where students learn to take ownership of their education and future success.

## ATTENDANCE

### Academic Calendar

DCA is committed to ensuring that students have the time and opportunity to learn while also maintaining school breaks that allow students to spend meaningful time with their families and friends. DCA follows the AMPS academic calendar, which is developed organization-wide and implemented across AMPS schools, subject to annual approval and adjustment. In 2027-28, DCA anticipates offering at least 180 instructional days to support student learning, academic achievement, and preparation for high school, college, and life.

In addition to meeting or exceeding required instructional days and minutes, DCA anticipates providing additional learning opportunities that support the implementation of the Charter School's mission. These may include intervention, tutoring, academic support, enrichment, extended learning opportunities, after-school programming, summer school, and other targeted supports for students as needed.

These additional opportunities are designed to help students strengthen foundational skills, accelerate academic growth, receive individualized support, and remain connected to a structured and supportive school community.

Charter School will have at least 175 days of instruction and for each fiscal year, offer, at a minimum, the following number of minutes of instruction:

(A) To pupils in grades 6 to 8, inclusive, 54,000 minutes.

**Bell Schedule**

DCA has developed a bell schedule that exceeds the required number of instructional minutes for all grade levels. DCA's students attend a full-day schedule Monday through Thursday from 8:30 a.m. to 3:32 p.m., totaling 422 minutes per day, and a shortened Friday schedule from 8:30 a.m. to 12:45 p.m., totaling 255 minutes. Monday through Thursday, students receive core instruction in ELA, Math, History, and Science, along with ELA and Math intervention, Physical Education, Music and Film, and ELD for ELs based on the elective schedule. On Fridays, students receive core instruction through a shortened schedule that supports instructional continuity while allowing time for school planning, collaboration, professional development, or operational needs. Bell schedules are subject to change to address the needs of students and to ensure DCA continues to meet or exceed applicable instructional minute requirements.

## WHAT IT MEANS TO BE AN EDUCATED PERSON IN THE 21ST CENTURY

DCA believes that a strong academic foundation in the middle grades is essential to preparing students for success in high school, college, career, and life. In an increasingly competitive, fast-paced, and technology-driven world, students must be prepared to think critically, communicate effectively, collaborate with others, analyze information, solve problems, adapt to change, and continue learning throughout their lives. DCA's educational program is designed to help students develop these skills while also building the academic habits, discipline, confidence, and character necessary for long-term success.

DCA's mission is to provide a rigorous college preparatory education and character development program that prepares students from underserved communities to succeed in college and beyond. This mission reflects AMPS' belief that higher education and strong academic preparation are among the surest pathways to future opportunity. DCA also recognizes that middle school is a critical time for students to develop the foundational academic skills, study habits, perseverance, and self-advocacy needed to succeed in high school and future college pathways.

DCA students are taught to think, not what to think. The Charter School emphasizes analytical reading, mathematical reasoning, reading comprehension, written and oral communication, problem solving, and the ability to apply knowledge in meaningful ways. Students are expected to engage with challenging content, ask questions, explain their reasoning, work collaboratively, and develop the confidence to approach

complex academic tasks. These skills help students build the foundation necessary for success in high school coursework and future college preparatory opportunities.

DCA also believes that academic success requires the development of a strong work ethic. Students are encouraged to persevere through academic and personal challenges, take responsibility for their learning, adapt when faced with difficulty, and strive for distinction in their work and conduct. These expectations align with AMPS' core values of Students First, Be Adaptable, Persevere, Take Responsibility, and Commitment to Distinction. Through these values, DCA helps students understand that success is built through consistent effort, personal responsibility, resilience, and a willingness to grow.

DCA's program is especially important for students from historically underserved communities who may face barriers to academic opportunity, enrichment, and long-term college access. Regardless of background, economic standing, language status, disability, or prior academic preparation, DCA's responsibility is to provide students with rigorous instruction, effective teachers, targeted supports, a safe and structured school culture, and the confidence to pursue ambitious goals. The Charter School seeks to ensure that every student is prepared not only to succeed in school, but also to become a thoughtful, capable, and contributing member of the broader community.

DCA exists to strengthen the pathway to high school, college, and future opportunity by ensuring that students leave middle school with the knowledge, skills, habits, and character necessary to thrive. Through rigorous academics, character development, high expectations, and strong student support systems, DCA prepares students to meet the challenges of the 21st century with persistence, adaptability, curiosity, responsibility, and confidence.

## Goals to Enable Students to Become and Remain Self-Motivated, Competent, and Lifelong Learners

The Charter School has developed goals that will enable students to become and remain self-motivated, competent, and lifelong learners who are able to develop and utilize the above skills in the classroom and apply them insightfully to the world around them. The Charter School believes that an educated person in the 21st century should possess a comprehensive set of academic and nonacademic skills and qualities that are important for an educated person.

<u>Academic Skills and Qualities:</u>

- Core Academic Skills - A solid foundation in core academic areas as defined by state curricular standards.
- Digital Literacy - Mastery of ongoing learning in the effective use of digital

technologies and communication tools.

- Effective Communication - The ability to communicate confidently and effectively, both orally and in writing, with diverse audiences.
- Critical and Creative Thinking - The capacity to think critically and creatively, employing various strategies to solve problems.
- Quantitative Reasoning - Proficiency in quantitative thinking, including data analysis and the application of theories and processes to make informed decisions.

Nonacademic Skills and Qualities:

- Executive Function Skills - The ability to work both independently and cooperatively, demonstrating strong executive function skills.
- Personal Integrity and Motivation - Personal integrity, morality, self-motivation, and self-esteem.
- Lifelong Learning - A commitment to and ability to engage in lifelong learning, encompassing informal learning, on-the-job training, and formal educational achievements.
- Navigational Skills - The ability to navigate institutions, cultures, and systems within their chosen professions.
- Civic Engagement - The skills and willingness to engage in the responsibilities of citizenship.

**The Charter School's Approach to Education**

DCA adopts a student-centered approach to learning that combines rigorous, standards-aligned instruction with meaningful opportunities for students to think critically, communicate effectively, collaborate with peers, and apply their learning. The Charter School's instructional program is designed to ensure that students build strong academic foundations in ELA, Mathematics, Science, and History while also developing the habits, confidence, and character necessary for success in high school, college, and life.

DCA teachers use active learning strategies that encourage students to participate in discussions, explain their reasoning, engage with challenging texts and problems, complete individual and collaborative tasks, and demonstrate understanding in multiple ways. When appropriate, teachers incorporate projects, inquiry, real-world examples, and applied learning opportunities that allow students to make connections across content areas and develop problem-solving skills.

DCA also uses digital platforms and instructional technology to support learning, communication, assessment, intervention, and access to academic resources. Technology is used as a tool to enhance instruction, support differentiated learning, monitor student progress, and prepare students to use digital resources responsibly and effectively.

A well-educated person understands that the world is constantly changing and is prepared to continue learning, adapting, and growing. DCA prepares students to analyze information, consider multiple perspectives, make informed decisions, communicate clearly, and approach challenges with persistence and curiosity. Through rigorous academics, character development, structured supports, and high expectations, DCA prepares students not only for academic success, but also for future opportunity and their roles as informed, engaged, and contributing members of their communities.

**HOW LEARNING BEST OCCURS**

DCA believes that optimal learning occurs when students are provided with a rigorous academic curriculum, highly effective instruction, strong student support systems, clear expectations, and a safe, structured, and inclusive learning environment. The Charter School's instructional program is designed to support high student achievement by ensuring that students have access to standards-aligned instruction, targeted academic supports, consistent classroom routines, and meaningful opportunities to engage in critical thinking, collaboration, communication, and problem solving.

DCA uses data and analysis to guide instructional decision-making and continuous improvement. The Charter School collects and reviews achievement data, grade performance, attendance data, behavior data, suspension data, intervention data, and other relevant student information to evaluate the effectiveness of the educational program and identify areas where students need additional support or challenge. Teachers and school leaders use this information to monitor student progress, adjust instruction, provide intervention, strengthen classroom practice, and support improved outcomes for all students.

A core component of DCA's instructional model is the prioritization of core academic content. Students receive instruction in ELA, Mathematics, Science, and History, with additional academic support and intervention provided as needed. DCA also provides opportunities for students to receive support during the school day and through available extended learning or tutoring opportunities. This structure allows students to strengthen foundational skills, access grade-level content, and receive targeted support in areas of need.

DCA also believes that learning occurs best in classrooms that are safe, orderly, engaging, and focused on academic achievement. Effective teaching requires clear

lesson design, strong classroom routines, active student engagement, frequent checks for understanding, timely feedback, and responsive instruction. Teachers are expected to create classrooms where students know what they are learning, understand expectations, participate actively, and receive the support necessary to make progress toward grade-level standards.

To support instructional quality, DCA and AMPS use an instructional rubric for teachers that defines expectations for effective practice. The rubric supports teacher development and coaching in key areas such as purposeful planning, effective instruction, data use and assessment, classroom management, and professionalism. Through classroom observations, coaching conversations, feedback, professional development, and reflection, teachers are supported in strengthening lesson design, student engagement, assessment practices, differentiation, classroom culture, and professional responsibilities.

DCA's approach to instruction reflects the belief that all students can achieve at high levels when they are provided with rigorous academics, effective teachers, structured support, and a school culture that promotes responsibility, perseverance, and commitment to distinction. Through this combination of high expectations, data-informed instruction, strong relationships, and targeted support, DCA prepares students to succeed in middle school and to enter high school ready for future academic success.

## INSTRUCTIONAL DESIGN

### Instructional Design Framework and Alignment to Student Need

DCA's instructional design is grounded in the belief that all students learn best when they are provided with rigorous State Standards-aligned instruction, clear learning expectations, strong classroom culture, targeted academic supports, and meaningful opportunities to engage in thinking, discussion, practice, and application. DCA implements a site-based, classroom-based middle school program that serves students in grades 6 through 8 and prepares students for success in high school, college, career, and life.

DCA's instructional design is aligned to the needs of its target student population, including SED students, ELs, SWD, RFEP students, academically low-achieving students, academically high-achieving students, and students from diverse racial, ethnic, linguistic, and cultural backgrounds. The Charter School provides a structured learning environment that combines high expectations with academic, behavioral, attendance, language development, and social-emotional supports. DCA's model is designed to ensure that students have access to grade-level instruction while also receiving the scaffolds, interventions, enrichment, and acceleration necessary to support individual growth.

### *Learning Setting*

DCA operates as a site-based instructional program. Students attend school in person and participate in a structured middle school schedule that includes core instruction, intervention, enrichment, student support, and schoolwide culture-building. The learning setting is teacher-led and classroom-based, supported by technology, digital platforms, assessment tools, and student information systems that help teachers monitor student progress and provide targeted support.

Technology is used as a tool to enhance instruction, not to replace the teacher. Teachers use approved digital platforms to support instruction, assessment, intervention, communication, student practice, and access to academic resources. Students use technology to engage with content, demonstrate learning, complete assignments, receive feedback, and build responsible digital learning habits.

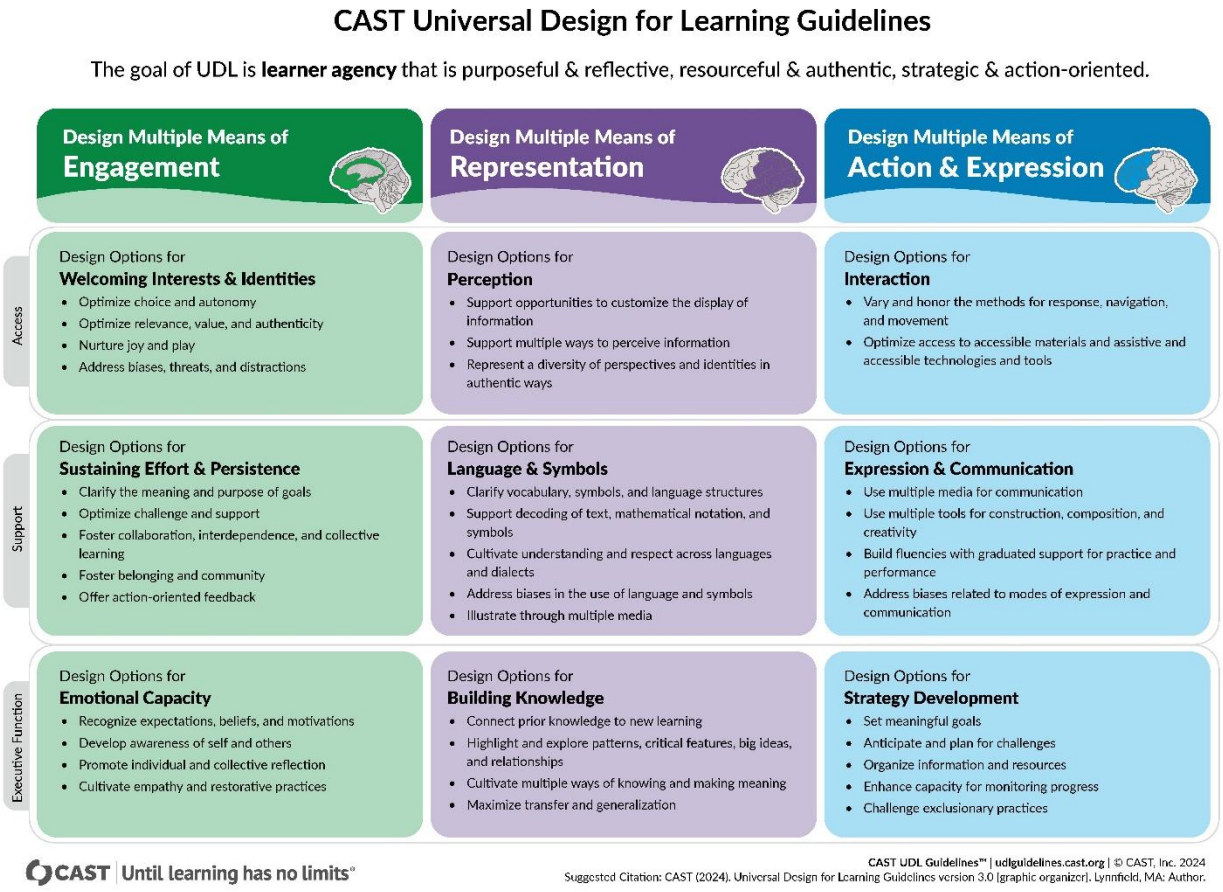
### *Universal Design for Learning*

DCA uses Universal Design for Learning as a foundation for instructional planning. Teachers design lessons with attention to multiple means of engagement, representation, and expression so that students can access rigorous learning, participate meaningfully, and demonstrate understanding in different ways.[1] This approach supports all learners, including ELs, SWD, students requiring intervention, students who need additional challenge, and students with varied learning styles, strengths, and experiences.

Through UDL, teachers proactively identify barriers to learning and plan supports before students experience failure. Instruction may include visual supports, modeling, structured academic discourse, sentence frames, graphic organizers, guided notes, manipulatives, vocabulary supports, opportunities for collaboration, flexible grouping, student choice when appropriate, and multiple ways for students to demonstrate mastery. UDL allows DCA to maintain high expectations while providing access points that help students engage with grade-level content.

[1] CAST. (2024). Universal Design for Learning Guidelines 3.0.

*Graphic 1.1: CAST Universal Design for Learning Guidelines*




### *Standards-Aligned Core Instruction*

DCA's instructional program prioritizes mastery of State Standards in the core curriculum areas. Teachers provide instruction in ELA, Mathematics, Science, and History, along with academic intervention, ELD for ELs, and other instructional supports based on student need. Core instruction is designed to build foundational skills, academic vocabulary, content knowledge, reading comprehension, writing ability, mathematical reasoning, analytical thinking, and problem-solving skills.

Teachers use a balanced instructional model that includes explicit instruction, modeling, guided practice, collaborative learning, independent practice, checks for understanding, academic discourse, feedback, and reteaching. Lessons are designed around clear learning objectives and aligned assessments. Teachers activate prior knowledge, introduce new content in manageable steps, provide opportunities for students to practice with support, check for understanding throughout the lesson, and adjust instruction based on student responses and evidence of learning.

### *Instructional Strategies to Support Student Mastery*

DCA teachers use instructional strategies that are responsive to student needs and aligned to effective teaching practices. These strategies include direct instruction, close reading, writing across content areas, mathematical reasoning, academic discussion, inquiry, applied learning, small group instruction, collaborative problem-solving, independent practice, formative assessment, and timely feedback. Teachers provide opportunities for students to explain their reasoning, use academic language, engage with complex texts and tasks, and apply knowledge in meaningful ways.

Instruction is designed to be active and purposeful. Students are expected to participate, ask questions, defend their thinking, work collaboratively, and take ownership of their learning. Teachers use frequent checks for understanding, exit tickets, quizzes, student work analysis, discussion protocols, and classroom assessments to determine whether students are mastering content and where reteaching or extension is needed.

### *Differentiation and Small Group Support*

Differentiation is an essential part of DCA's instructional design. Teachers use assessment data, student work, classroom observations, language proficiency data, IEPs, Section 504 Plans, and intervention data to identify student strengths and needs. Based on this information, teachers adjust instruction through content, process, product, pacing, grouping, scaffolding, intervention, enrichment, and extension activities.

Students who need additional support may receive reteaching, targeted skill practice, small group instruction, tutoring, intervention, and progress monitoring. Students who demonstrate mastery may receive more complex texts, advanced tasks, enrichment activities, independent inquiry, project-based opportunities, leadership roles, and opportunities to deepen or extend their learning. Differentiation ensures that all students are challenged appropriately and supported in making academic progress.

### *Reading and Mathematics Intervention*

DCA uses evidence-based intervention practices to support students who need additional help in reading and Mathematics. For students needing reading support, teachers focus on skill-specific instruction, including decoding when needed, fluency, vocabulary, comprehension, writing, and engagement with grade-level texts. Current research on reading interventions for students in grades 4 through 9 emphasizes the importance of explicit, targeted intervention aligned to student need.[2]

In Mathematics, DCA uses assessment data and classroom performance to identify student misconceptions, unfinished learning, and readiness for extension. Teachers provide targeted instruction, modeling, guided practice, mathematical discourse,

[2] Institute of Education Sciences, What Works Clearinghouse. (2022). Providing reading interventions for students in grades 4–9. U.S. Department of Education.

problem-solving opportunities, and progress monitoring. Math intervention focuses on conceptual understanding, procedural fluency, problem solving, academic vocabulary, and application.[3]

***Individual Learning Plan***

DCA uses an Individual Learning Plan ("ILP") as a tool to individualize instruction and support students who need more targeted academic assistance. The ILP helps teachers, school leaders, tutors, students, and families identify a student's strengths, areas of need, current performance data, and specific goals for improvement. An ILP may be considered for students whose achievement in two or more core classes falls below passing levels, or for students who demonstrate significant academic need based on classroom performance, formative assessments, benchmark data, teacher observation, or other available measures.

Before an ILP is implemented, teachers attempt classroom-based supports and modifications through the general education program, such as preferential seating, guided notes, small group instruction, reteaching, targeted practice, teacher check-ins, or other appropriate supports. If the student continues to struggle, the ILP may provide more targeted intervention through small group instruction, tutoring, technology-based practice, intervention materials, after-school support, or focused skill development during available support periods. The plan identifies specific skills, strategies, timelines, staff responsibilities, and progress monitoring measures, and may be continued, revised, intensified, or faded based on student growth and response to intervention.

***Multi-Tiered System of Supports and Response to Instruction and Intervention***

DCA ensures high-quality Conditions for Student Learning for all students through a Multi-Tiered System of Supports ("MTSS") and Response to Instruction and Intervention ("RtI²"). MTSS is an integrated, comprehensive framework that focuses on State Standards, core instruction, differentiated learning, student-centered learning, individualized student needs, and the alignment of systems necessary for students' academic, behavioral, attendance, and social-emotional success. MTSS offers the potential to create needed systemic change through the intentional design and redesign of services and supports that quickly identify and match student needs with appropriate interventions.

California's long-standing history of support systems includes RtI² processes, special education services, Title I and Title III programs, services for ELs, and supports for academically high-achieving students. MTSS builds on these foundations by aligning systems, initiatives, and resources across the Charter School and grade levels. While RtI² focuses primarily on students who are struggling and emphasizes teamwork and data-driven decision-making to improve student outcomes, MTSS is broader and

[3] Institute of Education Sciences, What Works Clearinghouse. (2021). Assisting students struggling with mathematics: Intervention in the elementary grades. U.S. Department of Education.

supports all students, including students performing below grade level, students performing at grade level, ELs, SWD, SED students, students with social-emotional or behavioral needs, and gifted or academically high-achieving students who need enrichment, acceleration, or increased academic challenge.

MTSS does not determine special education placement. Rather, it supports all students in educational contexts through intentional, holistic, and data-informed design. MTSS incorporates many RtI² principles, including high-quality instruction, culturally and linguistically responsive practices, universal screening, diagnostic assessment, progress monitoring, tiered intervention, positive behavioral supports, collaborative problem-solving, and data-driven decision-making. Through this comprehensive approach, DCA supports academic, social-emotional, behavioral, and attendance growth while maintaining high expectations for every student.

MTSS consists of three levels of support. The process through the tiers is dynamic and responsive, ensuring timely and effective support for every student.

Universal Supports: Tier 1

Tier 1 represents high-quality, State Standards-aligned core instruction and universal support for all students in the general education setting. Approximately 80% to 90% of students are expected to meet academic, behavioral, attendance, and social-emotional expectations through Tier 1 instruction and support. Tier 1 includes differentiated instruction, Universal Design for Learning, inclusive language, positive behavioral supports, classroom-based interventions, frequent checks for understanding, and ongoing progress monitoring.

At DCA, teachers and staff identify students who may be struggling with academic, behavioral, attendance, or social-emotional success. Staff review available data, identify the concern, determine what data supports the concern, and consider common thresholds. Staff may review the student's cumulative file and consult with the department team, Professional Learning Community, counselor, coach, or other appropriate staff. Teachers then select a Tier 1 intervention, communicate with the team, implement the intervention with fidelity for six to eight weeks, and document Cycle 1.

Tier 1 supports include, but are not limited to, differentiated instruction, small group instruction, individualized classroom supports, Universal Design for Learning, positive behavior interventions, inclusive classroom practices, strong school culture, positive school climate, clear and consistent expectations, family communication, student check-ins, advisory supports, classroom routines, and positive attendance and behavior supports. Teachers are expected to contact students and families regarding student success and struggles on a regular basis.

As part of the Tier 1 foundation, all students receive support in the classroom. Data

from benchmarks, MAP Growth assessments, previous year ELPAC and SBAC assessments, classroom assessments, grades, student work, attendance, and behavior information may be used to determine students' strengths and needs. During core classes, students receive individualized instruction and activities to strengthen progress toward standards mastery. Differentiated instruction allows students to access the curriculum and core content at varied academic levels while maintaining the rigor of grade-level expectations.

If the student responds successfully to Tier 1 intervention, the student continues with Tier 1 instruction and supports, and a fade plan may be developed when appropriate. If the student does not make adequate progress, staff contact the family with concerns, share strategies implemented, gather additional information, document the concern, and submit a COST referral.

Targeted Supports: Tier 2

Tier 2 provides strategic, targeted intervention for students who require additional support beyond Tier 1. Approximately 10% to 15% of students may receive Tier 2 small group and supplemental supports. Tier 2 introduces an additional layer of intervention within or outside the regular classroom setting, delivered intentionally to address specific instructional, behavioral, attendance, or social-emotional gaps based on data-driven decisions.

At DCA, the Coordination of Services Team ("COST") reviews the referral and monitoring data and assigns a COST member as the point person. The COST member reviews data, strategies, and the student's cumulative file, and may use a root cause worksheet to better understand the concern. The team then matches the intervention to the student's identified need. Tier 2 interventions are skill-specific, identified by data sources, and implemented three to five times per week, considering group size and student need. Staff provide referral follow-up, implement interventions for six weeks, and document the Cycle 2 meeting.

Tier 2 supports may include, but are not limited to, check-in/check-out, counseling groups, attendance support, targeted skill groups, targeted lessons, push-in support, credit or assignment remediation when applicable, teacher office hours, reteaching, conflict mediation, trauma-informed de-escalation, bullying prevention, mentorship, family conferences, and additional academic or behavioral support. Tier 2 interventions may be facilitated by classroom teachers, counselors, administrators, instructional aides, or specialized staff, depending on student need.

Through a small group setting, standards-based and concept-specific lessons are provided. Teachers observe and assess students formally and informally and differentiate as needed. Strategic intervention allows students to practice and develop skills. Ongoing benchmark and progress monitoring data are used to adjust interventions. Tier 2 groupings are flexible and may be changed as necessary. Students

who make progress may move to a fade plan or return to Tier 1 supports, while other students may continue with targeted support if additional needs remain.

If the student responds successfully to Tier 2 intervention, the intervention may be faded and the student continues with appropriate Tier 1 supports. If the student responds but concerns remain, the student may continue with Tier 2 instruction targeted to additional skills while progress is monitored. If the student does not respond adequately, the COST point person reviews all intervention data, progress data, and feedback from educational partners and schedules a Student Study Team meeting.

Intensive Supports: Tier 3

Tier 3 provides the most intensive level of support for students who need individualized or highly specialized intervention due to significant academic, behavioral, attendance, or social-emotional needs. Approximately 1% to 5% of students may require Tier 3 support. Tier 3 increases the frequency, intensity, and individualization of intervention and may include one-on-one or very small group support.

At DCA, Tier 3 begins with a Student Study Team meeting with the school counselor, an administrator or dean, a teacher, parents/guardians, and the student when appropriate. The team documents the Cycle 3 meeting and matches intervention to the student's specific need. Tier 3 intervention is skill-specific, identified by data sources, and includes increased frequency and decreased group size. Staff provide referral follow-up and implement interventions for six weeks, documenting Cycle 3.

Tier 3 supports may include, but are not limited to, crisis intervention, individual counseling, parent/guardian support, school-based counseling, highly individualized academic or behavioral intervention, increased progress monitoring, individualized student support plans, outside agency referrals, consultation with SELPA partners, Behavior Intervention and Coaching Team support, alternative education or opportunity class consideration when appropriate, Section 504 Plan consideration, special education referral when appropriate, SARB consideration, and review of possible exclusionary factors.

Intensive intervention allows students to receive explicit instruction focused on identified skills until they demonstrate progress or proficiency and are prepared to move forward. Highly flexible grouping allows staff to reorganize supports as needed, including very small groups or individualized support. The COST team conducts ongoing monitoring meetings to evaluate whether the student is responding as expected and adjusts the plan as needed.

If student improvement is noted, the team determines whether the intensity of Tier 3 support is still needed and may develop a gradual fade plan. If concerns continue, COST considers new or additional interventions, school-based counseling, outside

agency support, SELPA consultation, Section 504 consideration, special education referral, SARB, or other appropriate next steps.

***Coordination of Services Team***

The Coordination of Services Team ("COST") is a multidisciplinary team that collaborates to identify and address students' academic, behavioral, attendance, and social-emotional needs. The COST may include administrators, deans, counselors, advisors, the registrar, general education teachers, special education staff as needed, and other appropriate support staff. COST reviews referrals from teachers, parents/guardians, or staff; examines student data; assesses student challenges; identifies root causes; coordinates appropriate interventions; monitors progress; and ensures that students have access to the supports they need to succeed.

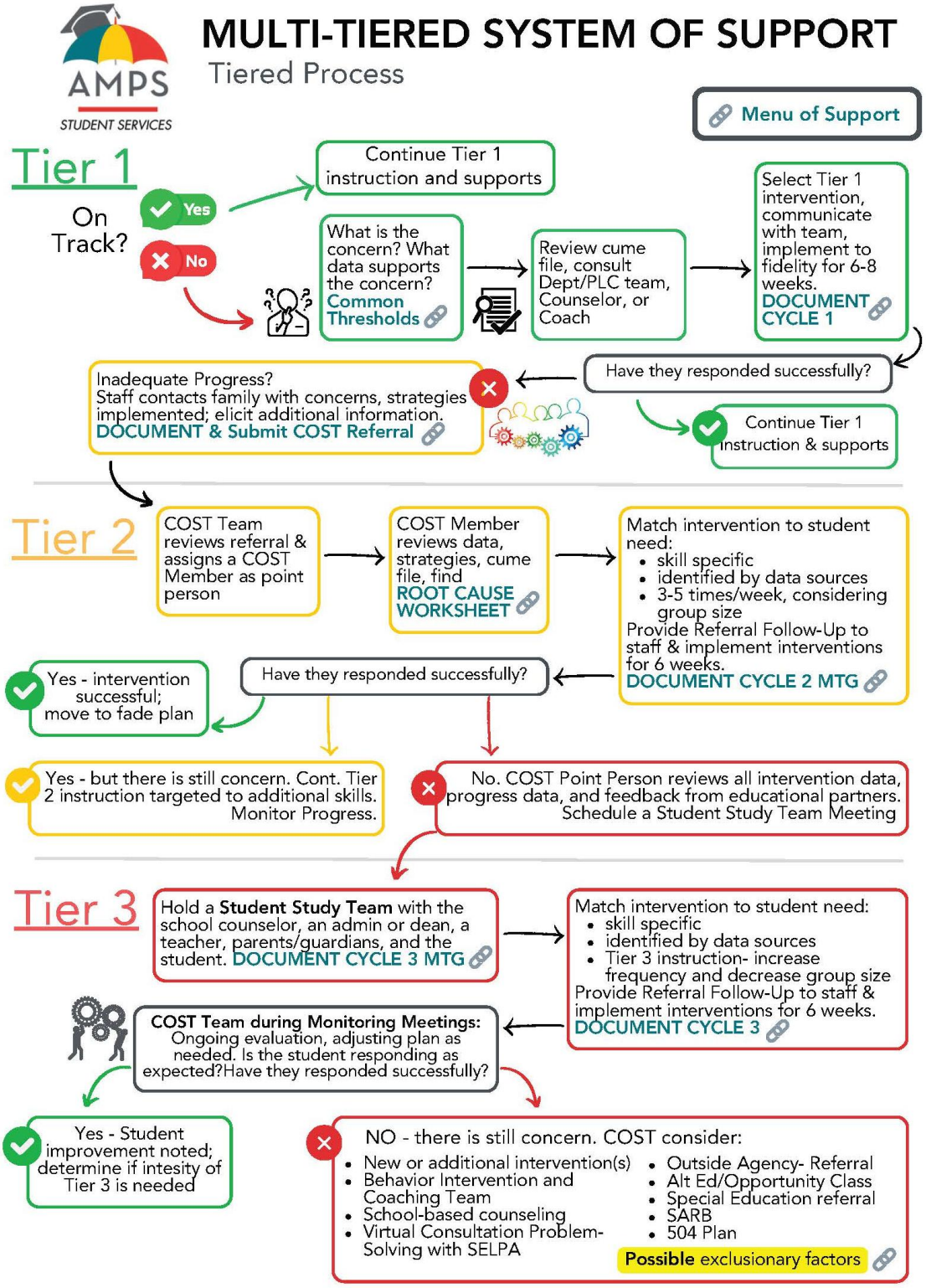
COST serves as a central structure for aligning services and ensuring that interventions are not isolated or disconnected. Through COST, DCA coordinates counseling supports, academic intervention, behavior supports, attendance supports, family resources, teacher follow-up, and referrals to additional services when appropriate.

***Progress Monitoring and Family Communication***

Student progress is monitored on an ongoing basis through teacher observation, checklists, classroom assessments, intervention assessments, benchmark assessments, grades, attendance data, behavior data, and other relevant progress monitoring tools. Across all tiers, progress monitoring ensures that instruction and interventions are data-driven and responsive. If an intervention is unsuccessful after the intervention cycle, the intervention is adjusted for the next cycle. If a student continues not to make adequate progress, the student may be referred to COST, SST, Section 504 review, special education consideration, or other appropriate supports based on the student's needs.

DCA communicates student progress to parents/guardians throughout the intervention process. Families are contacted when concerns arise, informed of strategies being implemented, asked to provide additional information, and included in Student Study Team meetings when additional planning is needed. Student progress is communicated to parents/guardians at regular intervals, including approximately every six weeks during intervention cycles or more frequently when needed.

*Graphic 1.2: Amethod Public Schools Multi-Tiered System of Support: Tiered Process*[4]




[4] Doroliat, D. (2024, July). *Multi-tiered system of support: Tiered process*. Amethod Public Schools Student Services. [Internal process diagram].

***Student Study Team Process***

The Student Study Team ("SST") is a positive Charter Schoolwide early intervention process designed to support students who are not making satisfactory academic, behavioral, attendance, language development, and/or social-emotional progress. The SST process provides a structured forum for DCA staff, parents or guardians, and other appropriate team members to review student needs, identify strengths, examine data, develop interventions, and monitor progress.

The SST is an interdisciplinary team that may include parents or guardians, teachers, administrators, intervention staff, counseling staff, EL support staff, special education staff when appropriate, and the student when appropriate. The SST process is collaborative, supportive, and solution-oriented. It is intended to identify what the student needs in order to be successful and what supports adults can provide to help the student make progress.

The SST process does not begin from a deficit view of the student. The team considers the student's strengths, interests, cultural and linguistic assets, prior interventions, academic data, classroom performance, attendance patterns, behavioral information, social-emotional needs, and family input. The team uses this information to develop a practical educational plan that can be implemented, monitored, and revised as needed.

The SST process is based on the requirements and protections reflected in the Individuals with Disabilities Education Act ("IDEA"), Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act. SST documentation may support Section 504 documentation requirements when the SST process identifies interventions, accommodations, data reviewed, parent or guardian input, and progress monitoring. The SST process may also assist the Charter School in determining whether a student should be referred for a Section 504 evaluation or special education evaluation, as appropriate.

Generally, students experiencing academic, behavioral, attendance, language development, and/or social-emotional difficulties may be referred to the SST process. The SST process may be bypassed for students for whom the process would be detrimental or for students whose difficulty is so severe or unusual that the SST process would not provide appropriate assistance. This decision is made with parent or guardian input and in accordance with applicable law. The SST process is not used to delay a special education evaluation when the Charter School has reason to suspect that a student may have a disability.

English Learners may be referred to the SST process when appropriate, and the EL teacher or appropriate EL support staff at DCA participates as a team member when language development, English proficiency, or access to instruction is part of the concern. Students who are served through an Individual Learning Plan or other individualized support plan may also be considered through the SST process when the

student's needs warrant additional review. However, participation in an individualized support plan is not, by itself, the basis for an automatic SST referral.

Students referred for evaluation for special education consideration should meet the following criteria, unless immediate referral is otherwise required based on suspected disability and applicable law:

- 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 special education services.

DCA's goal and expectation are the same for every student. The Charter School ensures that students of every subgroup and demographic are enrolled in a rigorous program with challenging curriculum and are provided an instructional program that holds high expectations for all. Students who are struggling academically, including students who perform below site-specific expectations on interim assessments, benchmark assessments, classroom assessments, or other measures, are provided with supplemental instructional support to strengthen their academic growth.

DCA establishes a series of interventions that provide support services driven by student need and proportional increases in direct instructional time. In addition to daily instruction, DCA may provide before-school support, after-school support, noncore tutoring, small group tutoring, individual tutoring, academic intervention, language support, attendance support, behavioral support, counseling support, and other appropriate interventions. Students who continue to struggle in specific subject areas may receive additional assistance through intervention programs, which may include summer sessions, intersession tutoring, increased noncore one-to-one sessions, targeted skill support, or other appropriate interventions.

***Student Study Team Process***

1. Referral
   Charter School personnel, including a teacher, support staff member, administrator, or the student's parent or guardian, may request a referral to the Student Study Team ("SST") when a student is not making satisfactory academic, behavioral, attendance, language development, and/or social-emotional progress. The referral includes specific concerns, relevant data, and information about prior interventions, accommodations, and supports. The student's parent or guardian is contacted and informed of the referral.

2. Gathering Information
   The SST reviews and collects information relevant to the student's performance. This information may include the student's cumulative file, parent or guardian input, teacher and administrator observations, grade reports, formative assessments, benchmark assessments, intervention data, classroom work,

homework, attendance, behavior information, health history when relevant, state assessment results, ELPAC data for ELs, IEP or Section 504 information when applicable, and a list of prior interventions.

3. Assessment or Evaluation Data
   The SST may review available assessment or evaluation data, request additional school-based information, or identify whether further assessment may be needed to better understand the student's needs. Translation or interpretation is provided as needed to ensure meaningful parent or guardian participation throughout the process.

4. Developing an Educational Plan
   The SST establishes a meeting time when relevant members can participate and be actively involved in the problem-solving process. During the SST meeting, team members summarize the student's strengths, review concerns, examine data, discuss possible contributing factors, and develop an educational plan with academic, behavioral, attendance, language development, and/or social-emotional interventions. The plan identifies specific strategies, responsible staff, timelines, progress monitoring tools, and follow-up dates. The team may review completed forms, relevant work samples, intervention records, assessment results, and the student's cumulative file.

5. Implementation of the Educational Plan
   The educational plan is implemented by the staff members identified in the SST plan. Supports may include classroom interventions, targeted academic support, behavior supports, attendance interventions, counseling support, language development supports, family communication, accommodations, tutoring, small group instruction, or other appropriate interventions based on the student's identified needs.

6. Evaluation of Progress
   A follow-up meeting is held, typically within four to six weeks, to review the student's progress and determine whether the interventions are effective. The SST reviews progress monitoring data, teacher feedback, parent or guardian input, student work, assessment information, attendance, behavior information, and other relevant data. The SST may determine that interventions should continue, be revised, be intensified, or be expanded.

7. Ongoing Monitoring and Evaluation
   If the plan is successful, the SST may continue the supports, gradually fade supports, or return the student to regular monitoring through the classroom and MTSS process. If the plan is not successful, the SST process may be repeated with revised strategies. If the revised plan remains unsuccessful, the team may consider more structured supports, a Section 504 Plan evaluation, or a referral

for special education evaluation, as appropriate. The SST process is not used to delay a special education evaluation when DCA has reason to suspect that a student may have a disability.

8. Communication and Parent/Guardian Partnership
   Throughout the SST process, DCA maintains communication among administration, teachers, support staff, parents or guardians, EL staff, and special education staff when appropriate. Parents and guardians are included as essential partners in identifying student needs, sharing relevant information, developing interventions, reviewing progress, and implementing supports. Translation or interpretation is provided as needed to support meaningful participation.

***Classroom Culture and Conditions for Learning***

DCA believes learning occurs best in classrooms that are safe, orderly, respectful, inclusive, and academically focused. Teachers establish clear routines, communicate learning and behavioral expectations, use positive reinforcement, build strong relationships with students, and maintain classroom environments where students are expected to participate and persevere. Strong classroom culture supports instructional time, student engagement, and academic achievement.

DCA's character development program reinforces responsibility, perseverance, adaptability, respect, and commitment to distinction. Students are taught to take ownership of their learning, interact respectfully with peers and adults, manage academic and social challenges, and contribute positively to the school community. These habits support academic success and prepare students for the transition to high school.

***Professional Learning Communities***

DCA uses Professional Learning Communities ("PLCs") to support teacher collaboration, data-informed instruction, and continuous improvement. Through PLCs, teachers meet to review student work, analyze assessment data, discuss instructional strategies, identify students who need additional support or challenge, and align instruction to State Standards. PLCs provide a structured time for teachers to collaborate around student learning rather than working in isolation.

PLC meetings may focus on curriculum planning, pacing, formative assessment results, intervention needs, EL supports, accommodations for SWD, differentiated instruction, and strategies for academically high-achieving students. Teachers use PLC discussions to adjust instruction, plan reteaching or enrichment, monitor student progress, and strengthen consistency across grade levels and content areas.

***Instructional Rubric, Coaching, and Professional Growth***

To support instructional quality, AMPS and DCA use an instructional rubric for teachers that defines expectations for effective practice. The rubric supports coaching,

feedback, evaluation, and professional growth in key areas such as purposeful planning, effective instruction, data use and assessment, classroom management, and professionalism. Through classroom observations, coaching conversations, feedback, professional development, collaboration, and reflection, teachers are supported in strengthening lesson design, instructional delivery, student engagement, assessment practices, differentiation, classroom culture, and professional responsibilities.

DCA's professional development and coaching systems are aligned to the instructional strategies described in this section. Teachers receive support in standards-aligned instruction, UDL, MTSS, RtI², ELD, data-driven instruction, differentiated instruction, intervention, enrichment, special education, Section 504, classroom culture, and family engagement.

***Curriculum and Teaching Methods***

DCA and AMPS develop or adopt curriculum and teaching methods through a process that considers alignment to State Standards, student need, evidence of effectiveness, accessibility, rigor, coherence, assessment alignment, and feasibility of implementation. Curriculum and instructional materials are reviewed to determine whether they support grade-level learning, academic vocabulary, reading and writing across content areas, mathematical reasoning, language development, intervention, enrichment, and access for diverse learners.

Teaching methods are refined through professional development, instructional coaching, classroom observations, teacher collaboration, data meetings, student outcome data, and feedback from educational partners. DCA uses a continuous improvement cycle in which student data informs instructional planning, instruction is implemented and monitored, student progress is reviewed, and supports are adjusted based on evidence of learning.

Through this instructional design, DCA provides a rigorous, site-based middle school program that is responsive to student needs and grounded in current best practices. The Charter School combines State Standards-aligned instruction, UDL, MTSS, RtI², data-informed decision-making, differentiated instruction, ELD, special education supports, enrichment for high-achieving students, strong classroom culture, and instructional coaching to prepare students to master core academic content and succeed in high school, college, career, and life.

**Instructional Approaches and Strategies**

All educators at DCA use a variety of instructional strategies to ensure that students learn, grow, and master State Standards. Amethod Public Schools supports DCA by providing instructional frameworks, professional development, coaching, curriculum support, and data systems that promote consistent and effective teaching practices across the organization. At DCA, these practices are implemented through standards-aligned instruction, purposeful lesson planning, explicit instruction, academic

discourse, close reading, vocabulary development, flexible grouping, data analysis, and targeted support for students.

***Lesson Planning and Objective-Driven Instruction***

DCA teachers design lessons that are standards-aligned, objective-driven, and responsive to student needs. Lesson planning emphasizes clear learning objectives, intentional sequencing of skills, checks for understanding, opportunities for student practice, formative assessment, and extension or reteaching based on evidence of student learning. Teachers use assessment data, student work, classroom observations, and progress monitoring to adjust instruction and ensure that students receive appropriate support and challenge.

***Explicit Instruction***

A key instructional strategy at DCA is explicit instruction. Teachers introduce new content by clearly stating the learning objective, modeling the skill or concept, explaining the criteria for success, guiding students through structured practice, checking for understanding, and gradually releasing responsibility to students. During instruction, teachers use questioning, prompting, active monitoring, student responses, feedback, and correction to determine whether students are mastering the lesson objective. When students demonstrate misunderstandings, teachers reteach, clarify, or provide additional guided practice.

***Problem-Based and Inquiry-Based Instruction***

DCA also uses inquiry-based and problem-based instructional strategies when appropriate to help students explore questions, analyze information, test ideas, and apply knowledge to meaningful tasks. These strategies support critical thinking, problem solving, collaboration, and student engagement while maintaining alignment to State Standards and grade-level expectations.

***Close Reading with Text-Dependent Questions***

Close reading is used to support students' access to complex texts. Teachers guide students through multiple readings of a text, ask text-dependent questions, support academic vocabulary development, and help students cite evidence, analyze meaning, and build deeper comprehension. These practices are especially important in middle school because students are expected to read increasingly complex texts across content areas and use evidence to support their thinking.

***Academic Discourse***

DCA provides regular opportunities for academic discourse. Students engage in structured discussions, partner talk, collaborative learning, and whole-class discourse to explain their thinking, listen to peers, use academic language, and deepen understanding. Teachers may use discussion protocols such as Think-Pair-Share, Jigsaw, Socratic Seminar, or other structured routines to support meaningful student participation and language development.

***Building Academic Vocabulary***
Building academic vocabulary is a core instructional practice. DCA teachers provide explicit vocabulary instruction, repeated exposure to important terms, opportunities for students to use vocabulary in speaking and writing, and supports such as visual models, examples, non-examples, sentence frames, and context-based practice. Academic vocabulary development supports all students and is especially important for ELs and students who need additional language support to access grade-level content.

***Flexible Grouping***
Flexible grouping is used to provide differentiated support within the classroom. Teachers may group students based on assessment data, student work, instructional need, language development, skill readiness, or opportunities for enrichment. Flexible grouping allows teachers to provide targeted small group instruction, reteaching, guided practice, intervention, or extension while maintaining high expectations for all students.

***Instructional Rubric***
Amethod Public Schools and DCA use an instructional rubric for teachers to support coaching, evaluation, and professional growth. The rubric reflects expectations for effective practice in areas such as purposeful planning, effective instruction, data use and assessment, classroom management, and professionalism. These expectations help ensure that teachers have a common understanding of effective instruction and that coaching is focused, consistent, and aligned to student achievement.

## CURRICULUM AND PROGRAM

### Course Sequence
The following course sequence reflects DCA's grades 6 through 8 instructional program and the core curriculum used to support student mastery of State Standards. The sequence is designed to provide a coherent middle school pathway in English Language Arts, mathematics, History-Social Science, science, and physical education while preparing students for success in high school coursework and long-term college and career readiness.

*Table 1.1: Downtown Charter Academy Course Sequence*

| Grade Level | Mathematics | English Language Arts | History-Social Science | Science | Physical Education |
|---|---|---|---|---|---|
| **6th Grade** | Amplify Desmos Math 6: Ratios, rates, fractions, decimals, | Savvas myPerspectives: Literature, grammar, vocabulary, | TCI History Alive! The Ancient World: Ancient civilizations, | Amplify Science: Earth and Space Science, | Physical Education: Fitness, movement skills, |

| | | | | | |
|---|---|---|---|---|---|
| | expressions, equations, positive and negative numbers, data, area, and surface area | close reading, writing, speaking, listening, and academic discourse | geography, culture, government, belief systems, and historical inquiry | Life Science, Physical Science, scientific inquiry, and engineering design | teamwork, wellness, and responsible participation |
| **7th Grade** | Amplify Desmos Math 7: Proportional relationships, rational numbers, expressions, equations, inequalities, geometry, probability, and sampling | Savvas myPerspectives: Literature, informational text, grammar, writing, research, discussion, and evidence-based analysis | TCI History Alive! The Medieval World and Beyond: Medieval and early modern history, world cultures, geography, civic development, and historical analysis | Amplify Science: Earth and Space Science, Life Science, Physical Science, scientific inquiry, and engineering design | Physical Education: Fitness, movement skills, teamwork, wellness, and responsible participation |
| **8th Grade** | Amplify Desmos Math 8: Transformations, similarity, slope, linear relationships, systems, functions, data, exponents, scientific notation, Pythagorean Theorem, and irrational numbers | Savvas myPerspectives: Literature, informational text, grammar, argumentative writing, research, presentations, and academic discussion | TCI History Alive! The United States Through Industrialism: U.S. history, government, civic ideals, expansion, reform, industrialization, and historical argument | Amplify Science: Earth and Space Science, Life Science, Physical Science, scientific inquiry, and engineering design | Physical Education: Fitness, movement skills, teamwork, wellness, and responsible participation |

**Materials, Including Technology**

DCA provides students with instructional materials aligned to its grades 6 through 8 instructional program, State Standards, state curriculum frameworks, English Language Development Standards, and the academic, linguistic, social, and developmental needs of its middle school students. The Charter School's instructional materials support a coherent middle school pathway that strengthens reading comprehension, written expression, mathematical reasoning, science inquiry, history-social science understanding, academic language development, technology skills, project-based learning, and student independence. Through these materials, DCA prepares students for success in high school, college preparatory coursework, college, career, and life.

DCA's instructional materials are selected to ensure that all students, including ELs, SED students, SWD, RFEP students, students performing below grade level, students performing at grade level, and students ready for acceleration, have access to rigorous grade-level content and appropriate supports. The Charter School uses a combination of core instructional materials, supplemental materials, technology tools, teacher-developed resources, intervention materials, and enrichment resources to support standards mastery and differentiated instruction. Materials are reviewed for standards alignment, rigor, accessibility, cultural relevance, language development, technology integration, intervention supports, and usefulness for teachers and students.

DCA provides students with access to technology to support instruction, assessment, intervention, research, writing, collaboration, communication, and digital literacy. Technology is used as an instructional tool to expand access to content, support individualized learning, monitor student progress, administer assessments, provide intervention and enrichment, and help students develop the skills needed for success in high school and beyond. DCA also provides technology support for students and families, as needed, so that students can access instructional platforms, complete assignments, participate in learning activities, and benefit from the Charter School's educational program.

*Table 1.2: Instructional Materials (Subject to Change)*

| Core Curriculum Area | Textbooks and Instructional Materials |
|---|---|
| English Language Arts | Savvas myPerspectives<br><br>Supplemental:<br>• IXL<br>• Lexia<br>• Novels and independent reading texts<br>• Literature circle materials<br>• Assessment-aligned resources |

| | |
|---|---|
| | • Close reading passages and text-dependent questions<br>• Vocabulary development resources<br>• Grammar, conventions, and language practice<br>• Writing workshop materials supports, rubrics, and graphic organizers, exemplars<br>• Annotation tools and reading journals<br>• Debate, discussion, presentation, and academic discourse protocols<br>• Research and citation resources<br>• ELD and academic language supports<br>CCSS for ELA<br>ELA/ELD Framework for CA Public Schools |
| English Language Development | Cengage, Lift, National Geographic Learning<br><br>• Supplemental:<br>• Lift resources<br>• Language objectives<br>• Vocabulary development materials<br>• Sentence frames<br>• Academic discourse protocols<br>• Speaking and listening practice<br>• Newcomer supports<br>• LTEL and reclassification support materials<br>• Graphic organizers<br>• Visuals and models<br>• Close reading supports<br>• Writing frames<br>• Grammar and language function resources<br>• Formative language assessments<br>• ELPAC-aligned practice tasks<br>• Teacher-developed integrated and designated ELD materials<br>• Small group intervention materials<br><br>ELA/ELD Framework for CA Public Schools |
| Mathematics | Amplify, Desmos Math<br><br>Supplemental:<br>• IXL<br>• Teacher-developed task-based lessons<br>• Low-floor/high-ceiling mathematical tasks |

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| | • Warm-up routines and number sense activities<br>• Exit tickets<br>• Whiteboard response activities<br>• Standards-aligned formative assessments<br>• Benchmark and interim assessment practice<br>• Math fluency practice materials<br>• Problem-solving and critical thinking tasks<br>• Small group intervention materials<br>• Reteaching materials aligned to Amplify Desmos Math<br>• Guided practice and independent practice materials<br>• Graphic organizers and structured worksheets<br>• Visual models, manipulatives, and diagrams<br>• Mathematical discourse protocols<br>• Written explanation and mathematical reasoning prompts<br>• Error analysis activities<br>• Differentiated practice sets<br>• Enrichment and extension tasks for students ready for acceleration<br>Assessment-aligned digital tools and practice items<br><br>CCSS for Mathematics<br>Mathematics Framework for CA Public Schools |
| Science | Amplify Science<br><br>Supplemental:<br>• Inquiry-based learning tasks<br>• Hands-on lab materials<br>• Science investigation materials<br>• Engineering design challenge materials<br>• Design, test, and refine prototype activities<br>• Science notebooks or lab journals<br>• Claim, evidence, and reasoning (“CER”) writing supports<br>• Scientific method and investigation templates<br>• Data collection and analysis tools<br>• Graphing and measurement tools<br>• Scientific vocabulary resources<br>• Nonfiction science reading passages<br>• Close reading and annotation tools for science texts |

| | |
|---|---|
| | • Graphic organizers for scientific concepts<br>• Models, diagrams, visuals, and simulations<br>• Digital tools and videos aligned to Amplify Science<br>• Performance tasks aligned to NGSS<br>• Formative and summative assessment materials<br>• Teacher-developed reteaching materials<br>• Small group intervention materials<br>• Extension activities for students ready for acceleration<br>• Cross-curricular reading and writing resources aligned to literacy in science and technical subjects<br><br>Science Framework for CA Public Schools |
| History-Social Science | Teachers' Curriculum Institute ("TCI")<br>Grade 6: History Alive! The Ancient World<br>Grade 7: History Alive! The Medieval World and Beyond<br>Grade 8: History Alive! The United States Through Industrialism<br><br>Supplemental:<br>• Primary and secondary source documents<br>• Document-Based Question ("DBQ") materials<br>• Historical thinking skills resources<br>• Source analysis tools<br>• Sourcing, corroboration, contextualization, and close reading protocols<br>• Historical argument writing rubrics<br>• Inquiry and investigation tasks<br>• Essential question prompts<br>• Current event articles<br>• Maps, timelines, charts, images, and political cartoons<br>• Media analysis resources<br>• Structured academic discussion and debate protocols<br>• Evidence-based writing supports<br>• Graphic organizers for claim, evidence, and reasoning<br>• Performance task materials, including projects, essays, presentations, and simulations<br><br>History Social Science Framework for CA Public Schools |
| World Language | World Language Framework for CA Public Schools |

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|---|---|
| Health/Physical Education | Health Framework for CA Public Schools<br>Physical Education Framework for CA Public Schools |
| Visual and Performing Arts | California Arts Education Framework for CA Public Schools |
| Career Technical Education | Career Technical Education Framework for CA Public Schools (Grades 7-12) |
| Social Emotional Learning | Committee for Children, Second Step<br><br>Approved by the Collaborative for Academic, Social, Emotional Learning ("CASEL") |

Below is specific information about all content subjects and supplemental core subject curriculum.

**English Language Arts**

DCA uses Savvas myPerspectives as its core English Language Arts curriculum, aligned to the California Common Core State Standards for English Language Arts and the ELA/ELD Framework for California Public Schools. The curriculum is appropriate for DCA's middle school students because it provides rigorous, standards-aligned instruction in reading, writing, speaking, listening, and language while also supporting students' development as critical thinkers, effective communicators, and independent learners. Through grade-level texts, structured writing tasks, academic discussion, and close reading, students build the literacy skills needed for success in high school, college preparatory coursework, college, career, and life.

Savvas myPerspectives supports DCA's diverse student population by providing students with access to complex texts, essential questions, writing opportunities, discussion routines, and performance-based tasks. The curriculum allows teachers to select texts and instructional activities that are culturally relevant and responsive to students' backgrounds, experiences, and identities. For DCA's Asian and Hispanic students, as well as students from other racial, ethnic, linguistic, and cultural backgrounds, the ELA program creates opportunities for students to see multiple perspectives, examine diverse voices, connect literature and informational text to their own experiences, and engage in meaningful conversations about identity, community, justice, responsibility, and belonging.

The ELA program is also designed to meet the needs of ELs by intentionally supporting academic language development. Students receive instruction in vocabulary, sentence structure, language functions, discussion protocols, text-dependent questions, close reading, and evidence-based writing. Teachers use ELD and academic language supports, sentence frames, graphic organizers, modeling, structured partner talk, academic discourse routines, and writing scaffolds to ensure that ELs can access grade-level texts and express their thinking in speaking and writing. The alignment between the ELA curriculum and the ELA/ELD Framework supports integrated ELD throughout

ELA instruction and helps ELs develop both English proficiency and content knowledge.

For SED students, the ELA curriculum provides access to rigorous grade-level instruction, high-interest texts, technology-based learning tools, and supplemental supports that help close opportunity gaps. Students have access to IXL, Lexia, novels and independent reading texts, literature circle materials, assessment-aligned resources, close reading passages, text-dependent questions, vocabulary development resources, writing workshop materials, rubrics, exemplars, annotation tools, reading journals, research resources, and academic discourse protocols. These resources provide students with repeated opportunities to practice essential skills, receive feedback, build confidence, and develop the literacy habits necessary for long-term academic success.

For SWD, DCA's ELA program provides multiple entry points into grade-level content through differentiated instruction, accessible texts, modeling, guided practice, graphic organizers, annotation tools, vocabulary supports, writing frames, rubrics, and opportunities to demonstrate understanding in multiple ways. Teachers use student data, IEP accommodations and supports, formative assessments, and classroom performance to adjust instruction and provide targeted support. Supplemental tools such as Lexia, IXL, teacher-developed materials, and small group instruction may be used to support reading comprehension, fluency, vocabulary, writing, grammar, and language development based on individual student needs.

Technology is integrated throughout the ELA program to support instruction, intervention, assessment, research, writing, collaboration, and student independence. Digital curriculum tools, IXL, Lexia, online research resources, assessment-aligned practice, and writing platforms help students practice skills, receive feedback, access texts, revise writing, and monitor progress. Technology also supports differentiated instruction by allowing teachers to assign targeted practice, provide intervention, extend learning for students ready for additional challenge, and support students who need additional access points into the curriculum.

DCA supplements Savvas myPerspectives with IXL, Lexia, novels and independent reading texts, literature circle materials, close reading passages, text-dependent questions, vocabulary resources, grammar and language practice, writing workshop supports, rubrics, graphic organizers, exemplars, annotation tools, reading journals, debate and discussion protocols, research and citation resources, ELD supports, and academic language resources. Together, these materials help students read closely, write clearly, speak confidently, listen actively, analyze multiple perspectives, use evidence, and develop the literacy skills needed to meet State Standards.

**English Language Development**

English Language Development at DCA is built around the expectation that ELs must have full access to rigorous grade-level content while also receiving explicit instruction

in the English language skills needed to succeed. Cengage, Lift, National Geographic Learning provides the foundation for designated ELD instruction and is aligned to the ELA/ELD Framework for California Public Schools and the California ELD Standards. The program supports listening, speaking, reading, writing, vocabulary development, academic discourse, grammar, and language functions in ways that are appropriate for middle school students preparing for high school coursework.

The materials are well suited to DCA's student population because they provide real-world topics, informational texts, visuals, academic vocabulary, and global content connections. These features are particularly important for a school community that includes students from Asian, Hispanic, and other linguistic, cultural, and educational backgrounds. Students are able to build English proficiency while engaging with content connected to culture, identity, geography, history, science, community, and the broader world. This supports culturally relevant instruction and helps students see language development as connected to their lives, experiences, and future opportunities.

Designated ELD provides protected time for focused language instruction using the ELD Standards as the focal standards. During this time, students receive explicit instruction in academic vocabulary, oral language, grammar, reading comprehension, writing, and language structures. Lessons are designed to help students use English purposefully, interact meaningfully with others, and understand how English works in academic settings.

Integrated ELD occurs throughout the instructional day. Teachers support ELs in core content classes through language objectives, vocabulary development, sentence frames, modeling, graphic organizers, visuals, structured discussion, writing supports, and opportunities to practice academic language with peers. This approach helps ensure that ELs are not separated from rigorous content, but instead learn English through meaningful reading, writing, speaking, listening, collaboration, and content-based learning.

Supplemental ELD materials strengthen both designated and integrated instruction. DCA uses Lift resources, language objectives, vocabulary development materials, sentence frames, academic discourse protocols, speaking and listening practice, newcomer supports, LTEL and reclassification support materials, graphic organizers, visuals and models, close reading supports, writing frames, grammar and language function resources, formative language assessments, ELPAC-aligned practice tasks, teacher-developed integrated and designated ELD materials, and small group intervention materials.

Students who enter DCA with limited English proficiency, interrupted schooling, or limited prior access to academic language benefit from repeated opportunities to practice English in structured and supportive settings. This is especially important for SED students who may need additional access to technology, tutoring, academic

vocabulary, and extended learning opportunities. Through small group instruction, teacher modeling, structured partner practice, and targeted supports, students build confidence using English for academic purposes.

Newcomers receive support that extends beyond vocabulary and grammar. They need to feel welcomed, known, and able to participate in the life of the school. DCA supports newcomers through integrated and designated ELD, peer interaction, small group support, tutoring when available, family communication, and access to counseling or community resources when needed. Their home languages and cultures are treated as assets, not barriers.

LTELs and students at risk of becoming LTELs receive targeted support focused on increasing English proficiency and moving toward reclassification. Instruction may include academic vocabulary development, close reading, structured discussion, evidence-based writing, grammar and language functions, speaking practice, and ELPAC-aligned tasks. Progress toward reclassification is monitored using ELPAC results, classroom performance, teacher input, writing samples, local assessment data, and other relevant evidence.

Students who are both ELs and SWD receive coordinated support that considers both language development and disability-related needs. Instruction may include accommodations, visuals, sentence frames, models, small group instruction, alternate ways to demonstrate understanding, and scaffolds aligned to the student's IEP or Section 504 Plan, as applicable. Staff work to ensure that students have meaningful access to ELD instruction and core academic content.

Technology expands access to language practice and progress monitoring. Digital resources allow students to interact with text, visuals, vocabulary, listening activities, speaking practice, formative language assessments, and ELPAC-aligned tasks. Teachers can use technology to assign targeted practice, monitor progress, differentiate instruction, and provide additional opportunities for students to strengthen academic English.

**Mathematics**

Amplify Desmos Math serves as DCA's core mathematics curriculum for grades 6 through 8. The program is aligned to the California Common Core State Standards for Mathematics and the Mathematics Framework for California Public Schools. Its design is well matched to DCA's middle school program because it builds mathematical understanding through conceptual development, procedural fluency, problem solving, application, and reasoning. Students are expected to make sense of problems, explain their thinking, use multiple representations, and apply mathematics to real-world situations.

Middle school mathematics is a critical bridge between elementary skill development and high school coursework. Through Amplify Desmos Math, students engage with

visual models, digital tools, discussion-based tasks, and inquiry-based learning that make abstract concepts more accessible. Instruction moves beyond memorization of procedures by helping students understand how mathematical ideas are connected, why strategies work, and how mathematical reasoning can be used to solve increasingly complex problems.

Many students enter middle school with different levels of preparation, prior access, and confidence in mathematics. DCA's math program responds to those differences through grade-level instruction, targeted intervention, technology-supported practice, and repeated opportunities to build fluency and mastery. IXL, teacher-developed lessons, number sense routines, fluency practice, exit tickets, whiteboard responses, benchmark-aligned practice, and small group intervention materials help teachers identify gaps and provide timely support.

Academic language is intentionally developed within mathematics instruction. ELs receive support through vocabulary development, sentence frames, structured partner talk, visual models, diagrams, manipulatives, and mathematical discourse protocols. These supports allow students to explain strategies, compare approaches, justify answers, ask questions, and participate in mathematical discussions while continuing to build English proficiency.

Students with disabilities access mathematical content through multiple instructional entry points. Guided practice, small group instruction, graphic organizers, structured worksheets, manipulatives, visual models, reteaching materials, differentiated practice, and progress monitoring are used to support individual needs. Teachers consider student data, IEP accommodations, classroom performance, formative assessments, and progress monitoring when determining the level and type of support needed.

Across classrooms, DCA maintains high expectations for Asian, Hispanic, and all other student groups by creating learning environments where students are expected to reason, collaborate, and share multiple solution pathways. Students are encouraged to see mathematics as a subject that values thinking, explanation, and persistence, not simply speed or one correct method. Culturally responsive instruction, collaborative problem solving, and real-world applications help students connect mathematical learning to their experiences and recognize themselves as capable mathematicians.

Technology strengthens the mathematics program by allowing students to model relationships, test ideas, visualize concepts, and engage dynamically with mathematical tasks. Amplify Desmos Math provides interactive tools that support exploration and sense-making, while IXL and other assessment-aligned digital tools provide targeted practice, skill reinforcement, and progress monitoring. These tools help teachers differentiate instruction, assign practice based on need, and provide both intervention and enrichment.

DCA supplements Amplify Desmos Math with IXL, teacher-developed task-based lessons, low-floor/high-ceiling mathematical tasks, warm-up routines, number sense activities, exit tickets, whiteboard response activities, standards-aligned formative assessments, benchmark and interim assessment practice, math fluency practice materials, problem-solving and critical thinking tasks, small group intervention materials, reteaching materials aligned to Amplify Desmos Math, guided and independent practice materials, graphic organizers, structured worksheets, visual models, manipulatives, diagrams, mathematical discourse protocols, written explanation and reasoning prompts, error analysis activities, differentiated practice sets, enrichment and extension tasks for students ready for acceleration, and assessment-aligned digital tools and practice items.

**Science**

Amplify Science provides DCA's core science curriculum and is aligned to the Science Framework for California Public Schools and applicable State Standards. The program is appropriate for DCA's middle school students because it emphasizes inquiry, investigation, scientific reasoning, evidence, and real-world problem solving. Students are not simply asked to memorize science facts. They are expected to ask questions, investigate phenomena, analyze information, construct explanations, and use evidence to support conclusions.

Science instruction at DCA helps students build curiosity about the natural world while developing the academic vocabulary, content knowledge, and inquiry skills needed for success in middle school and high school science. Amplify Science supports this work through phenomena-based lessons, interactive digital resources, models, simulations, reading and writing tasks, and opportunities for students to think and work like scientists. The curriculum also reflects the connection among science, engineering, and technology by asking students to design, test, and refine solutions to problems.

Hands-on investigation is an important part of the science program. Students engage in inquiry-based learning tasks, labs, science investigations, data collection, graphing, measurement, observation, and analysis. Through science notebooks or lab journals, students record questions, procedures, data, observations, claims, evidence, and reasoning. These routines help students understand that science is an iterative process where ideas are tested, revised, and strengthened through evidence.

The program is also well matched to the needs of ELs because science instruction naturally combines language, visuals, models, discussion, and evidence-based writing. Teachers support academic language through scientific vocabulary resources, nonfiction science reading passages, close reading and annotation tools, graphic organizers, sentence supports, visual models, diagrams, simulations, and claim, evidence, and reasoning ("CER") writing structures. These strategies allow ELs to access rigorous science content while developing the language needed to explain observations, describe processes, compare evidence, and defend conclusions.

Students who may have had limited prior access to high-quality science instruction benefit from the structure and accessibility of Amplify Science. The curriculum gives SED students consistent exposure to grade-level science content, technology-supported learning, hands-on materials, science literacy, and real-world applications. Supplemental resources such as performance tasks, small group intervention materials, teacher-developed reteaching materials, digital tools, and videos help students revisit concepts, build background knowledge, and strengthen understanding over time.

Multiple access points are built into the science program for SWD. Teachers may use models, diagrams, visuals, simulations, manipulatives, structured templates, graphic organizers, small group instruction, reteaching, and alternative ways for students to show understanding. Science investigations and engineering challenges also allow students to demonstrate learning through observation, design, discussion, drawing, data analysis, written explanation, and presentation, depending on the instructional goal and the student's individual needs.

Culturally relevant science instruction helps students connect scientific ideas to their communities, identities, and lived experiences. DCA's Asian, Hispanic, and other student groups are supported through topics, investigations, and discussions that connect science to health, environment, technology, community issues, engineering, natural phenomena, and real-world problem solving. Students are encouraged to ask questions about the world around them and consider how scientific knowledge can be used to improve conditions in their families, communities, and future careers.

Technology expands what students can see, test, model, and explain. Amplify Science digital tools, videos, simulations, and interactive resources help students visualize abstract concepts, examine data, and engage with scientific phenomena that may not be easily observed in a classroom setting. These tools also support differentiated instruction, formative assessment, review, intervention, and extension for students ready for additional challenge.

DCA supplements Amplify Science with inquiry-based learning tasks, hands-on lab materials, science investigation materials, engineering design challenge materials, prototype design and refinement activities, science notebooks or lab journals, CER writing supports, scientific method and investigation templates, data collection and analysis tools, graphing and measurement tools, scientific vocabulary resources, nonfiction science reading passages, close reading and annotation tools for science texts, graphic organizers, models, diagrams, visuals, simulations, digital tools and videos aligned to Amplify Science, NGSS-aligned performance tasks, formative and summative assessment materials, teacher-developed reteaching materials, small group intervention materials, extension activities, and cross-curricular reading and writing resources aligned to literacy in science and technical subjects.

**History-Social Science**

DCA's History-Social Science program uses Teachers' Curriculum Institute ("TCI") as the core curriculum for grades 6 through 8. Grade 6 students study History Alive! The Ancient World, Grade 7 students study History Alive! The Medieval World and Beyond, and Grade 8 students study History Alive! The United States Through Industrialism. Together, these materials provide a middle school sequence aligned to the History-Social Science Framework for California Public Schools and help students move from the study of ancient civilizations, to medieval and early modern societies, to the development of the United States through industrialization.

The purpose of History-Social Science instruction at DCA is not limited to learning names, dates, and events. Students are taught to read, write, and think like historians. They examine primary and secondary sources, ask questions about perspective and reliability, compare accounts, analyze cause and effect, and construct written and oral arguments supported by evidence. Lessons are designed to help students understand that history is interpreted through evidence and that informed citizens must be able to question sources, evaluate claims, and recognize how the past continues to shape the present.

TCI is appropriate for DCA's students because it combines accessible content, visuals, inquiry, discussion, and student-centered activities. These features are important in a middle school setting where students are still developing background knowledge, academic vocabulary, reading stamina, and written argumentation skills. Supplemental resources such as Document-Based Question ("DBQ") materials, historical thinking skills resources, source analysis tools, close reading protocols, and evidence-based writing supports strengthen students' ability to engage deeply with historical content rather than simply recall information.

Culturally relevant instruction is a central part of this work. DCA serves Asian, Hispanic, and other culturally and linguistically diverse students, and History-Social Science provides meaningful opportunities for students to explore identity, migration, belief systems, power, conflict, resistance, geography, civic participation, and community. Through maps, timelines, images, political cartoons, oral discussion, current events, and diverse source materials, students are encouraged to make connections between historical content and their own families, neighborhoods, cultures, and lived experiences.

Language development is embedded throughout the History-Social Science classroom. ELs benefit from structured academic discussion, vocabulary support, sentence frames, graphic organizers, visuals, source analysis routines, and repeated opportunities to explain historical thinking orally and in writing. When students analyze a source, defend a claim, compare perspectives, or participate in a debate, they are also practicing the academic language needed for success across content areas.

The program also supports students who need additional access points into complex texts and abstract historical concepts. Teachers may use chunked readings, guided notes, annotated documents, collaborative source analysis, timelines, maps, images, simulations, and performance tasks to help students engage with grade-level content. These strategies support SED students, SWD, and students who need additional background knowledge, reading support, language scaffolds, or opportunities to demonstrate understanding in ways beyond a traditional test.

Writing is a major part of the History-Social Science program. Students learn to develop claims, select evidence, explain reasoning, and organize historical arguments. DBQ-style tasks, historical argument writing rubrics, essential question prompts, and claim, evidence, and reasoning graphic organizers help students build the analytical writing skills needed for both History-Social Science and English Language Arts. Students may demonstrate learning through essays, projects, presentations, debates, simulations, and other performance tasks that require them to apply content knowledge and historical thinking.

Technology expands students' access to historical materials and supports research, analysis, and presentation. Digital tools allow students to examine images, maps, videos, timelines, current event sources, and other media that make historical study more interactive and concrete. Technology also supports differentiation by allowing students to revisit content, access visuals and supports, organize evidence, and present their learning in multiple formats.

DCA supplements TCI with primary and secondary source documents, Document-Based Question ("DBQ") materials, historical thinking skills resources, source analysis tools, sourcing, corroboration, contextualization, and close reading protocols, historical argument writing rubrics, inquiry and investigation tasks, essential question prompts, current event articles, maps, timelines, charts, images, political cartoons, media analysis resources, structured academic discussion and debate protocols, evidence-based writing supports, graphic organizers for claim, evidence, and reasoning, and performance task materials, including projects, essays, presentations, and simulations.

**World Language**

World Language instruction at DCA is aligned to the World Language Framework for California Public Schools and supports students in developing language awareness, communication skills, and cultural understanding. In a school community that includes many students from multilingual and multicultural backgrounds, world language learning reinforces the value of language as a tool for connection, identity, and opportunity. Students are encouraged to understand that language study is not limited to vocabulary and grammar, but also includes the ability to communicate respectfully, compare cultures, recognize different perspectives, and build readiness for future high school world language coursework.

**Health/Physical Education**
DCA's Health and Physical Education program is aligned to the Health Framework for California Public Schools and the Physical Education Framework for California Public Schools. Middle school students need structured opportunities to build healthy habits, physical confidence, self-awareness, and an understanding of how personal choices affect wellness, relationships, safety, and long-term health. Through physical activity, health instruction, teamwork, and age-appropriate discussions, students develop skills related to movement, fitness, decision-making, stress management, nutrition, personal responsibility, and respectful participation. The program also supports SED students, ELs, SWD, and students from diverse backgrounds by promoting access, inclusion, and positive participation for all students.

**Visual and Performing Arts**
The Visual and Performing Arts program is guided by the California Arts Education Framework for California Public Schools and provides students with opportunities to create, perform, respond, and connect through the arts. For DCA students, the arts offer an important way to express identity, culture, emotion, creativity, and perspective. Students may engage in visual arts, music, performance, media, or other artistic experiences that strengthen imagination, communication, collaboration, and confidence. Arts instruction is particularly valuable in a diverse middle school setting because it gives students multiple ways to demonstrate understanding, build community, and connect learning to their own lives and cultural experiences.

**Career Technical Education**
Although DCA serves grades 6 through 8, the Charter School introduces students to college and career readiness concepts in alignment with the purpose of the Career Technical Education Framework for California Public Schools for Grades 7-12. At the middle school level, this includes helping students build early awareness of future pathways, workplace skills, technology skills, collaboration, problem solving, communication, responsibility, and perseverance. Students begin to understand how academic habits, digital literacy, leadership, and real-world application connect to future high school courses, college pathways, careers, and civic life. These experiences are especially important for students who may have limited prior exposure to career pathways, professional networks, or enrichment opportunities outside of school.

**Social Emotional Learning**
DCA's social emotional learning program is supported by Second Step, developed by Committee for Children and approved by the Collaborative for Academic, Social, Emotional Learning ("CASEL"). At the middle school level, SEL is not treated as separate from academics. It is part of how students learn to manage stress, build relationships, make responsible decisions, resolve conflict, and stay engaged in a rigorous school environment.

Second Step is appropriate for DCA because middle school students are navigating significant academic, social, and emotional transitions. Students are developing

independence, identity, peer relationships, self-advocacy, and the habits that will carry them into high school. The curriculum gives teachers and staff shared language and structured lessons to help students practice self-awareness, self-management, social awareness, relationship skills, and responsible decision-making.

The program also supports DCA's diverse student population by helping students build a respectful and inclusive school community. Students from different cultural, linguistic, and socioeconomic backgrounds need opportunities to feel seen, heard, and connected to school. SEL lessons, advisory activities, restorative conversations, and positive behavior supports help students understand themselves and others while strengthening classroom culture.

For ELs, SEL provides meaningful opportunities to practice communication, collaboration, perspective-taking, and problem solving in structured settings. Students learn and use language connected to emotions, relationships, conflict resolution, and decision-making, which supports both social development and academic participation.

Students who need additional behavioral, social, or emotional support may receive more targeted assistance through MTSS, COST, counseling, check-ins, restorative practices, family communication, or SST review when appropriate. SWD may also receive SEL-related supports consistent with their IEPs or Section 504 Plans, as applicable.

Second Step and related SEL supports are reinforced through daily routines, teacher-student relationships, classroom expectations, PBIS, restorative practices, advisory structures, and schoolwide culture. This helps students build the confidence, resilience, empathy, and responsibility needed to participate fully in the Charter School program.

## SPECIAL POPULATIONS

### Students who are Academically Low Achieving

DCA sets high expectations for all students and is committed to identifying and supporting students who are not yet meeting academic outcomes. The Charter School is designed to respond to students who enter below grade level, are not yet meeting State Standards, or are performing below their demonstrated potential. DCA's school size, structured learning environment, teacher collaboration, family communication, and MTSS process allow staff to identify students early, monitor progress, and provide targeted support.

Academically low-achieving students are identified through multiple measures, which may include classroom assessments, grades, student work, benchmark assessments, MAP Growth assessments, prior year CAASPP results, ELPAC results when applicable, teacher observations, intervention data, and other locally available academic information. A student may be identified for additional academic support when the student is performing significantly below grade level, is not meeting standards on state

or local assessments, demonstrates limited mastery on benchmark or classroom assessments, fails to demonstrate expected academic growth, or is otherwise identified by teachers or school staff as needing additional support.

DCA takes a systematic approach to closing academic gaps by embedding intervention and support within the instructional program. The best intervention strategies are accessible during core content instruction and are strengthened through small group instruction, reteaching, targeted skill practice, progress monitoring, and family communication. Teachers use assessment data and student work to determine areas of need and provide in-class individual or small group targeted instruction. Students may also receive additional support through intervention periods, teacher office hours, before- or after-school support, tutoring, and other academic support opportunities based on need.

Students identified as academically low-achieving may receive a mix of intervention services through DCA's MTSS process and COST recommendations. These services may include in-class targeted instruction by classroom teachers, extended learning support, small group guided instruction, individual or small group tutoring, reteaching of specific standards or skills, support with assignments and homework completion, study skills and time management support, and use of supplemental instructional materials or digital platforms such as IXL, Lexia, or other approved programs. Intervention materials may be teacher-designed, curriculum-aligned, or research-based, and are selected based on the student's identified needs.

Classroom teachers are also available during designated office hours or support times for small group and individual review sessions. Students who need additional support are encouraged to attend these sessions regularly. During these sessions, teachers may reteach material, review assignments, provide individualized instruction, support organization and study habits, clarify misconceptions, or provide additional opportunities for students to demonstrate understanding.

DCA's Professional Learning Communities and staff collaboration structures support the monitoring of academically low-achieving students. During meetings and informal collaboration time, teachers and school leaders review student progress, identify areas of need, discuss effective intervention strategies, and adjust supports based on student data. These conversations help ensure that students are not supported in isolation, but through a coordinated schoolwide system.

Progress monitoring is a central part of DCA's intervention process. As part of MTSS and RtI², DCA monitors student progress through teacher observation, classroom assessments, intervention assessments, benchmark assessments, grades, attendance, student work, and other relevant data. If a student responds successfully to intervention, staff may continue supports, adjust the level of support, or develop a gradual fade plan. If a student does not make adequate progress, staff review the

intervention data, communicate with the family, and may refer the student to COST or the Student Study Team process for additional review and support.

**Students who are Academically High Achieving**

DCA expects all students to reach high standards of academic success. For students who are academically high-achieving, DCA provides opportunities to extend learning, increase academic challenge, deepen content knowledge, and develop the habits of scholarship, leadership, and independence necessary for success in high school, college, and life.

DCA identifies students who are academically high-achieving through multiple measures, which may include grades, classroom performance, formative and summative assessments, benchmark assessments, CAASPP results, teacher recommendations, student work, participation, and other measures of academic progress. DCA seeks to identify academically high-achieving students from varying linguistic, economic, cultural, and educational backgrounds so that students with strong academic potential have access to appropriate enrichment and challenge.

Teachers support academically high-achieving students through differentiated instruction, flexible grouping, extension activities, advanced questioning, complex texts, independent projects, small group research projects, applied learning opportunities, and opportunities to demonstrate learning in more sophisticated ways. Teachers may use pre-assessments to identify concepts or skills students have already mastered and then provide enrichment, deeper application, or accelerated learning activities that allow students to continue growing rather than simply completing more of the same work.

DCA also encourages academically high-achieving students to develop leadership, collaboration, and communication skills. Students may have opportunities to serve as peer leaders, participate in clubs and competitions, support school events, act as ambassadors for the Charter School, contribute to school culture, or participate in enrichment activities that allow them to explore areas of interest. These opportunities help students build confidence, responsibility, and a strong connection to the DCA community.

DCA's after-school and enrichment opportunities further support students who are academically high-achieving. DCA offers a variety of activities, including homework help and tutoring, yearbook, sports, visual arts, Mandarin Club, and other activities. These programs provide students with opportunities to extend learning, explore interests, build talents, and remain engaged in a safe and structured school environment.

Amethod Public Schools has also partnered with the Johns Hopkins University Center for Talented Youth ("CTY"), and DCA is identified as a proud partner of CTY. Through this partnership, eligible students may have opportunities to participate in college-level

summer programs and online courses. These opportunities support academically high-achieving students by exposing them to advanced academic content, college-like learning experiences, and enrichment beyond the regular school program.

DCA also uses tutoring and academic support as part of its broader commitment to student growth. Tutoring and support opportunities are available to help students strengthen foundational skills, complete coursework, receive additional practice, and continue making progress. For academically high-achieving students, these supports may also help students maintain strong performance, prepare for more advanced academic expectations, and develop the study habits and confidence needed for future high school coursework. When students demonstrate readiness for additional challenge, teachers and staff work to connect students to appropriate enrichment, leadership, and academic extension opportunities within the regular school day, after-school program, or approved external programs.

**Supporting Socioeconomically Disadvantaged Students**

DCA serves a significant percentage of socioeconomically disadvantaged students and designs its educational program to ensure that all students have access to rigorous instruction, instructional materials, technology, enrichment, intervention, and schoolwide opportunities. The Charter School's priority in serving SED students is to provide the support necessary for students to succeed despite socioeconomic barriers and prior lack of access to educational opportunities. The goal is to close opportunity gaps and ensure that all students can fully participate in DCA's educational program.

DCA supports SED students by providing access to instructional materials, technology, academic support, intervention, enrichment, family engagement, social-emotional supports, and schoolwide activities. Students have access to Chromebooks or other appropriate technology, and DCA seeks to support internet access when needed to help close the digital divide. Students receive technology support for equipment and instructional platforms. Students also have opportunities to participate in extracurricular activities, clubs, field trips, study trips, enrichment activities, athletics, arts, after-school programming, and Charter School celebrations that they may not otherwise be able to access due to cost, transportation, or other barriers. Funds are allocated, as available, to ensure that students have access to educational opportunities and schoolwide programs.

DCA also recognizes that SED students may face challenges related to attendance, transportation, housing instability, health, food insecurity, access to quiet study space, technology access, and family stress. Teachers and staff monitor student progress, communicate with families, and connect students to available supports. DCA's instructional model combines high expectations with practical supports so that SED students are not limited by barriers outside the classroom. Through MTSS, academic intervention, family communication, tutoring, counseling, after-school support, and schoolwide engagement opportunities, DCA works to ensure that SED students are

able to access the full Charter School program and make meaningful academic and personal progress.

**Supporting the Social-Emotional Needs of Students**
DCA is dedicated to building a community of students who respect one another, take responsibility for their choices, and develop the social-emotional skills necessary for academic success and personal growth. In addition to a strong commitment to social-emotional learning, DCA implements positive reinforcement, relationship building, restorative practices, and behavior supports to teach important life skills and build a positive Charter School community.

Students are regularly acknowledged for demonstrating Charter School values, making positive choices, showing kindness, persevering through challenges, collaborating with peers, and contributing to the classroom and Charter School community. Positive reinforcement occurs through classroom systems, campuswide recognition, teacher feedback, peer recognition, family communication, and other developmentally appropriate approaches.

DCA uses Positive Behavioral Interventions and Supports ("PBIS"), restorative practices, and MTSS to support students' academic, behavioral, attendance, and social-emotional needs. PBIS provides clear expectations, consistent routines, positive reinforcement, and data-informed behavioral supports. Restorative practices help students understand the impact of their actions, repair harm, restore relationships, and build responsibility. These practices support a safe and respectful learning environment and help reduce exclusionary discipline by addressing the underlying needs of students.

Social-emotional supports are embedded throughout the instructional day. Teachers and staff help students build skills in self-awareness, self-management, responsible decision-making, relationship building, conflict resolution, empathy, perseverance, and positive peer interaction. These supports are particularly important in middle school, where students are developing academic identities, independence, peer relationships, emotional regulation, and lifelong learning habits. Students may also receive counseling, check-ins, small group support, family conferences, and referrals to additional resources when needed. Teachers receive training and support that reinforce the holistic supports students receive.

**Supporting Foster Youth and Children Experiencing Homelessness**
DCA recognizes the importance of providing homeless and foster youth with a supportive educational environment. Under the McKinney-Vento Homeless Assistance Act and applicable law, homeless and foster youth receive services and support to ensure equal access to the same free, appropriate public education as other students and to remove barriers to enrollment, attendance, participation, and retention. The Charter School works to identify, enroll, monitor, and support homeless and foster youth in accordance with applicable law and Charter School policy.

DCA designates a Homeless Liaison who provides outreach to families and coordinates services between the family, Charter School, and appropriate agencies. The Homeless Liaison supports identification, immediate enrollment, access to school records, immunization records, academic supports, and connection to appropriate resources. The Charter School is committed to providing a high-quality education and appropriate supports to ensure that homeless youth have the opportunity to succeed.

DCA cultivates a respectful Charter School culture in which homeless and foster youth feel safe approaching adults on campus for assistance with resources, counseling, academic support, or guidance. Foster youth and homeless youth have full access to all programs offered by the Charter School, including academic intervention, enrichment, extracurricular activities, field trips, technology, counseling supports, after-school programming, and other opportunities.

The Homeless Liaison assists with referrals to health, dental, mental health, housing, food, transportation, and other appropriate services. The Homeless Liaison also assists parents, guardians, or unaccompanied youth with enrollment, immunization records, school records, and access to educational services. The Homeless Liaison encourages parents and guardians to participate in their child's education and ensures that they are informed of educational and related opportunities to support student success.

To facilitate the education of homeless students, DCA may provide or coordinate access to a device, internet access, transportation assistance, clothing, shoes, laundry supplies, food, toiletries, school supplies, field trip support, social-emotional counseling, academic support, mentoring, tutoring, and a backpack with school supplies, as resources allow. DCA may also provide a quiet space for students to complete work during the school day or during available support times. The Charter School may reserve or allocate funds, as available and allowable, to support homeless and foster youth with clothing, transportation, school materials, medical supports, tutoring, and other appropriate expenses. DCA ensures that homeless and foster youth are able to participate fully in the educational program and related opportunities without barriers caused by housing instability or foster care placement.

The Principal, Homeless Liaison, and appropriate staff receive training and support to ensure appropriate identification, legal compliance, and coordination of services for homeless and foster youth. DCA works with AMPS, the County, community agencies, and other appropriate partners, as needed, to support students and families.

**Supporting Students Who Need Behavioral Support**

DCA supports students who need behavioral support through PBIS, restorative practices, classroom management systems, MTSS, COST, behavior interventions, SST review, family communication, and, when appropriate, behavior support plans. Teachers and staff use proactive strategies to teach expectations, reinforce positive behavior, and respond to behavior concerns in a consistent and supportive manner.

Students who require more targeted behavior support may receive check-ins, goal setting, mentoring, small group social skills instruction, counseling support, restorative conversations, behavior contracts, check-in/check-out, conflict mediation, or other interventions. DCA's goal is to help students build replacement skills, understand expectations, repair harm when appropriate, and remain engaged in learning.

If a student's behavior may be related to a disability, DCA follows applicable Section 504 and special education procedures. Behavior supports are designed to keep students engaged in learning, promote responsibility, maintain a safe and respectful Charter School environment, and ensure that students receive appropriate support before concerns escalate.

**Supporting Student Attendance and Engagement**

DCA recognizes that attendance and engagement are essential to student success. The Charter School monitors attendance regularly and communicates with families regarding absences, tardies, and patterns of disengagement. Staff work with families to identify barriers to attendance and connect students to appropriate supports.

Attendance interventions may include parent or guardian communication, attendance meetings, student check-ins, academic support, counseling support, referrals to community resources, transportation assistance when available, COST review, and SST review when attendance concerns are connected to academic, behavioral, social-emotional, health, housing, or family needs.

DCA promotes engagement through meaningful instruction, strong relationships, academic support, family communication, enrichment activities, after-school opportunities, positive behavior supports, and a supportive Charter School culture. DCA's very low chronic absenteeism rates reflect the Charter School's strong attendance culture, student connection to school, and consistent family engagement. Staff continue to monitor attendance data and provide timely support so that students remain present, engaged, and ready to learn.

**Supporting English Learners**

It is vital that schools address the needs of this growing demographic. DCA has high expectations and offers a demanding academic program for all students, regardless of any language or placement classification. Access to high-quality English instruction for ELs is an issue of equity. English proficiency in our society serves as a powerful gatekeeper, opening doors to opportunity for those who reach proficiency and limiting or closing doors to opportunity for those who do not. As such, DCA is committed to effectively serving students who are ELs through a comprehensive approach to language instruction.

The Charter School will meet all applicable legal requirements for ELs, including newcomers, Long-Term English Learners or English Learners At Risk of becoming Long-Term English Learners ("LTELs"), and Reclassified Fluent English Proficient ("RFEP")

students, as they pertain to annual notification to parents/guardians, student identification, placement, program options, ELD and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, progress monitoring ELs toward reclassification, progress monitoring students who have been reclassified in the previous four years, and standardized testing requirements. The Charter School will implement policies to ensure proper placement, evaluation, and communication regarding ELs and the rights of students and parents/guardians. In addition, the Charter School will meet all requirements of federal and state law relative to equal access to the curriculum for EL students.

The goal is to utilize high-quality instructional programs and services for ELs that allow them, as quickly as possible, to achieve at the same challenging grade-level standards as native English-speaking students. The Charter School is dedicated to providing these students with an exceptional education, facilitating English proficiency as soon as possible. DCA recognizes multilingualism as an asset and values students' home languages and cultures while supporting English language development. The Charter School's approach focuses on the student's social, emotional, and academic development within and outside of the classroom. Building on the student's existing strengths, DCA focuses on preparing ELs to succeed in middle school, high school, college, and their chosen career.

***Identification of English Learners***

To identify ELs in a timely manner and provide appropriate instructional support and services, all parents and guardians are required to complete a Home Language Survey upon enrollment at Kidinnu Academy, consistent with Education Code Section 52164.1. Students whose home language is identified as a language other than English are assessed using the English Language Proficiency Assessments for California ("ELPAC") if they have not previously been identified as an English Learner by a California public Charter School or public school, or if there is no record of prior ELPAC results. Kidinnu Academy also verifies students new to the Charter School through CALPADS to access relevant EL data and ensure proper placement in designated ELD and other language supports.

***English Language Proficiency Assessment***

All students identified as ELs are tested with the ELPAC. The ELPAC consists of two separate assessments, which are detailed below:

Initial Assessment ("IA"):

The ELPAC IA is used to identify students as either an English Learner, or as fluent in English. The IA is administered only once during a student's time in the California public school system based upon the results of the Home Language Survey. The locally scored IA will be the official score. The IA is given to students in grades K-12 whose primary language is not English to determine their English proficiency status.

Summative Assessment ("SA"):
Once a student is identified as an English Learner, the student will take the SA every year until the student is RFEP. The ELPAC SA is only given to students who have previously been identified as an EL based upon the IA results, in order to measure how well they are progressing with English development in each of the four domains. The results are used as one of four criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability.

The ELPAC has four proficiency levels and is aligned with the 2012 California ELD Standards:

1. Level 1: Minimally Developed
2. Level 2: Somewhat Developed
3. Level 3: Moderately Developed
4. Level 4: Well Developed

Both the ELPAC SA and IA are assessments administered in seven grade spans: K, 1, 2, 3-5, 6-8, 9-10, and 11-12. For ELs within DCA's grade span, the test is administered in groups, exclusive of speaking, which is administered individually. The ELPAC IA and SA will be administered via a computer-based platform.

Testing times will vary depending upon the grade level, domain, and individual student. Both the ELPAC IA and SA are given in separate testing windows throughout the school year.

The IA testing window is year-round, July 1 through June 30. Any student whose primary language is other than English as determined by the Home Language Survey and who has not previously been identified as an English Learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English language proficiency within thirty calendar days after the date of first enrollment in a California public school, or within sixty calendar days before the date of first enrollment, but not before July 1 of that school year.

The SA testing window is determined by the CDE. The English language proficiency of all currently enrolled ELs shall be assessed by administering the test during the annual assessment window.

The Charter School will notify all parents/guardians of its responsibility for ELPAC testing and of ELPAC results within thirty days of receiving results from the publisher. The ELPAC shall be used to fulfill the requirements under the ESSA for annual English proficiency testing.

The English language proficiency of all currently enrolled ELs, including newcomers and LTELs, will be assessed in accordance with the test contractor's directions and Education Code guidelines. Students with disabilities will be permitted to take the test with the accommodations listed in the Education Code if they are specified in the student's IEP or Section 504 Plan. An alternate assessment for English language proficiency will be administered to students who are unable to participate in the ELPAC, according to the guidelines set forth in the student's IEP. For EL students who have IEPs, DCA will ensure that linguistically appropriate IEPs are developed, including the components required by Education Code Section 56345(b).

***Reclassification Procedures***

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:

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the ELPAC.
- Teacher evaluations, including, but not limited to, a review of the pupil's curriculum mastery.
- Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents/guardians' opportunity to participate, and encouragement of the participation of parents or guardians in the reclassification procedure including seeking their opinion and consultation during the reclassification process.
- Comparison of the pupil's performance in basic skills against an empirically established range of performance in basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.
- DCA may consider CAASPP scores when available, iReady, or other local assessment data, grades in English Language Arts and other core classes, writing samples, teacher evaluation, classroom performance, and other empirical data when applying the basic skills criterion.

Students who have met the criteria to be reclassified from English Learner to Fluent English Proficient will be monitored for four years. Documentation will be completed by classroom teachers and filed in the students' cumulative folders.

***Specific Reclassification Procedures for Students with Disabilities***

Students with disabilities are afforded the same opportunities for reclassification as their peers without disabilities. To ensure equity, IEP teams are tasked with determining the most appropriate measures of English language proficiency and performance in basic skills for each student. These measures should reflect the proficiency levels

expected of a native English-speaking peer with similar disabilities at the same grade level.

In alignment with federal and state laws, the IEP team may use multiple criteria alongside the four reclassification criteria outlined in the California Education Code. This approach allows the IEP team to address the unique needs of ELs with disabilities, ensuring that the reclassification decision is both appropriate and individualized.

Key Points:

1. Customized Measures

The IEP team may identify alternative or supplemental measures of English language proficiency that are tailored to the student's disability. These measures should aim to equate the student's performance with that of a native English-speaking peer with similar disabilities.

2. Multiple Criteria Approach

The IEP team can consider additional criteria beyond the standard reclassification metrics to make a well-rounded decision. This ensures that the student's reclassification is based on a comprehensive evaluation of the student's abilities.

3. Equity in Reclassification

The IEP team's goal is to provide an equitable pathway to reclassification, ensuring that all students, regardless of disability, have the opportunity to demonstrate English proficiency and succeed in a mainstream English program.

***Strategies for English Learner Instruction and Intervention***

At DCA, students are offered designated ELD and provided access to grade-level academic subject matter content with integrated ELD. The integration of ELs with their non-EL peers improves access and equity for all students to grade-level curriculum, instruction, and assessment. It also emphasizes for teachers the importance of utilizing the ELA/ELD Framework.

Integrated ELD is regular class time where teachers with ELs in their classrooms use the 2012 ELD Standards in tandem with the content State Standards. To better access the core curriculum, all ELs receive Integrated ELD, which is taught by credentialed staff with EL authorizations. Language objectives, vocabulary supports, and formal and informal language practice engage ELs with their non-EL peers through collaboration, interpretation, and production of the English language.

Every teacher at DCA is accountable for teaching the ELs in their classroom. EL instruction is not the responsibility of one teacher or one period alone. Teachers use strategies that support vocabulary and language development, guided interaction,

collaborative learning, metacognition, authentic assessment, explicit instruction, meaning-based context, modeling, graphic organizers, visuals, sentence frames, structured academic discourse, and opportunities for speaking, listening, reading, and writing across content areas.

As outlined by the State, key components of Integrated ELD include:

- Effective instructional experiences for ELs throughout the day and across disciplines;
- Interactive and engaging, meaningful and relevant, and intellectually rich and challenging instruction;
- Appropriate scaffolding in order to provide strategic support that moves learners toward independence; and
- Instruction that builds both content knowledge and English, values primary language and culture, and builds on other forms of prior knowledge.

Designated ELD is a protected time during the regular school day when teachers use the 2012 ELD Standards as the focal standards. This allows students to develop critical English language skills, knowledge, and abilities needed for content learning in English.

DCA's goal is to help EL students make rapid progress out of levels 1 and 2 and into levels 3 and 4 so that students leave the Charter School proficient in the English language, properly redesignated, and with pride and support for their home language. DCA believes that the most effective instructional approach is to embed ELD principles in all aspects of the curriculum and to teach explicit ELD during a protected portion of the school day.

Designated ELD is built into the daily schedule and taught by teachers with proper authorization. Students are placed into designated ELD supports based on their English proficiency levels and identified needs. Curriculum and lessons are based on the ELD Standards and include opportunities to speak informally while also using academic language. Students in designated ELD receive instruction designed to build listening, speaking, reading, writing, and language skills. The overall goal of DCA's EL program is to reclassify students as RFEP.

***ELA/ELD Framework***

DCA's ELA and ELD instruction is aligned to the California ELA/ELD Framework. The framework emphasizes that all students should develop readiness for college, careers, and civic life, attain the capacities of literate individuals, become broadly literate, and acquire 21st Century skills for living and learning. In the middle school context, DCA interprets this goal as preparing students with the literacy, language, content knowledge, critical thinking, collaboration, and communication skills needed for success in high school and beyond.

The ELA/ELD Framework describes effective instruction as integrated, motivating, engaging, respectful, and intellectually challenging for all students at all grade levels. The key cross-cutting themes of ELA/Literacy and ELD include meaning making, language development, effective expression, content knowledge, and foundational skills. These themes connect ELA standards with ELD standards and support language development through rigorous content learning.

California ELD Standards focus on the purpose, process, and resources of English language development. The purpose of ELD instruction is to ensure that students use English purposefully, interact in meaningful ways with others, and learn the structures of the English language. DCA uses this framework to provide both integrated and designated ELD for ELs.

***Newcomers***

The term "newcomer" is used for students who meet the following criteria: (1) born outside of the United States; (2) first enrolled in U.S. schools on or after April 15 of the prior year; and (3) classified as an English Learner based on the Initial ELPAC.

Newcomers are supported by general education teachers, the EL Teacher, tutors, and other support staff through the use of integrated ELD strategies. Students also learn and practice English through formal and informal interactions with peers at different levels of English language proficiency. Newcomers receive both integrated and designated ELD during the school day through core instruction, designated ELD, intervention, and support opportunities.

Creating a welcoming environment is essential for newcomers and their sense of belonging in school. At DCA, newcomers, their families, and their language(s) are valued, respected, and seen as assets. DCA supports newcomers by building relationships, encouraging participation in academic discourse and informal social dialogue, celebrating growth and progress, and connecting families to appropriate school and community supports.

Newcomers are also able to access one-on-one or small group tutoring, after-school academic support, enrichment activities, counseling services, and other appropriate supports as needed. DCA prioritizes community partnerships when available so that students and families can receive additional support beyond what the Charter School can provide directly.

***Monitoring Progress of Reclassified Fluent English Proficient Students***

Reclassified students will be monitored through DCA's MTSS process. Those found to be regressing in their academic performance will be referred to receive academic intervention in the specific area of need. Interventions may include after-school tutoring, one-on-one support, small group support, supplemental programs that target specific skills, academic intervention, SST referral when appropriate, and/or other

supports as needed. RFEP students will be monitored for four years after being reclassified.

The Principal, ELL Teacher, classroom teachers, or designee maintains a list of students identified as RFEPs and monitors academic progress using CAASPP data when available, benchmark scores, grades, classroom performance, teacher feedback, assignment completion, participation in class discussions, ability to work independently, attendance, and engagement.

***Monitoring English Learner Progress***

Teachers monitor EL progress through ELD records, assessment results, classroom performance, writing samples, oral language observations, and work samples to measure progress in comprehension, fluency, vocabulary, pronunciation, grammar usage, reading, writing, listening, and speaking. Teachers provide regular progress information to parents and guardians regarding student growth in English proficiency and academic performance.

DCA maintains records for students identified as ELs, including ELPAC results, CAASPP results when applicable, enrollment history, reclassification information, years in U.S. schools when applicable, progress data, and intervention information. The Charter School maintains ELD information that may include the Home Language Survey, ELPAC results, reclassification forms, and RFEP monitoring forms.

DCA provides intervention to ELs who are not making adequate progress in English proficiency or academic achievement. Students who score below standard or near standard in English Language Arts or mathematics on state or local assessments may receive targeted intervention, small group instruction, additional language support, or SST review when appropriate.

***Monitoring and Evaluation of Program Effectiveness***

The Charter School evaluates the effectiveness of its education program for ELs by:

- Adhering to school-adopted academic benchmarks by language proficiency level and years in program to determine annual progress.
- Monitoring teacher qualifications and the use of appropriate instructional strategies based on program design.
- Monitoring student identification and placement.
- Monitoring parent and guardian program information and communication.
- Monitoring availability of adequate resources.
- Reviewing ELPAC results, local assessment data, classroom performance, reclassification rates, RFEP monitoring data, and subgroup performance.
- Using data to adjust designated ELD, integrated ELD, intervention, and professional development.

In addition, the EL program evaluation will take place through the analysis of the most current Summative ELPAC scores. After the release of the Charter School's Summative ELPAC scores, staff will review students' progress on the Summative ELPAC between school years. This information is used to inform programming decisions such as designated ELD scheduling and staffing, a focus for ongoing professional development specific to the needs of ELs, and reclassification prior to the start of a new school year. These decisions are aligned with Charter School and AMPS strategic priorities and reported to educational partners, as appropriate.

The program evaluation includes the degree to which:

1. ELs are attaining English language proficiency within five to seven years.

2. Programs and activities assist ELs to attain proficiency and meet academic achievement and content standards, including review of EL chronic absenteeism.

3. Necessary improvements are made to programs and activities for which Title III funds have been used for ELs.

4. Specific EL activities proven to be ineffective are eliminated or replaced.

## PROFESSIONAL DEVELOPMENT

To ensure and support our teachers in implementing the aforementioned pedagogical strategies, we have designed a well-developed instructional coaching and professional development plan.

### Instructional Coaching

Amethod Public Schools believes in the implementation of an effective teacher coaching and feedback plan which involves a structured approach that fosters continuous professional development. We have established a clear framework that includes regular bi-weekly classroom observations, peer feedback sessions, and individualized coaching meetings. Coaches are trained to observe lessons with a focus on specific pedagogical strategies, student engagement, and learning outcomes. After observations, a collaborative feedback session follows and allows teachers to reflect on their practices, discuss strengths and areas for growth, and set actionable goals. This reflective practice encourages a growth mindset, where teachers feel supported in experimenting with new techniques without fear of judgment.

Throughout the year, the Richmond Charter Academy Site Director and Deans conduct formal and informal classroom observations. Each teacher receives coaching on a bi-weekly basis. The Home Office Director of Instruction supports the Deans to ensure consistent practices. The tools that we use to align and improve instructional practices are the CSTP rubrics, Get Better Faster model, and Teach Like a Champion strategies.

AMPS has integrated these tools into our instructional coaching framework to increase teacher effectiveness and improve student outcomes.

To ensure the sustainability and effectiveness of the coaching plan, it is essential to create a culture of trust and collaboration among staff. One concrete strategy we have begun is to establish peer observation cycles, where teachers pair up to observe each other's classes and provide feedback using a structured protocol. Additionally, weekly professional development sessions are held, focusing on topics such as classroom management techniques, strengthening content depth of knowledge or integrating technology into lessons. As well as, implementation of a shared digital platform, like Google Drive, Google Classroom or Messenger, for sharing resources and feedback has further enhanced collaboration. Regular check-ins, weekly staff exit tickets/ feedback, brief surveys or one-on-one meetings, have also been included to assess the impact of coaching and allow for adjustments based on teachers' needs. By prioritizing ongoing support and creating a safe space for professional dialogue, Amethod Public Schools coaching plan enhances teaching quality and ultimately improves student outcomes.

**Professional Development Plan**

Amethod Public Schools staff participate in extensive professional development. Our professional development plan is aligned to the annual educational priorities established by Amethod Public Schools and the Charter School. Amethod Public Schools professional development plan focuses on enhancing instructional practices, fostering collaboration, and integrating technology into the classroom. The plan could include a series of workshops and training sessions tailored to different grade levels and subject areas, emphasizing current educational trends, pedagogical strategies, and differentiation techniques. Collaborative learning communities are established, allowing teachers to share best practices, observe each other's classrooms, and engage in constructive feedback.

Before the school year starts, all AMPS' staff participate in week-long professional development sessions. We call this our AMPS Summit. There are various professional development strands based on the roles that staff have. For new teachers, AMPS has a New Teacher Summit where they participate in training specifically tailored to them.

To ensure that the professional development plan is effective and relevant, ongoing assessment and feedback mechanisms are integrated. Regular surveys and reflection sessions allow educators to voice their needs and experiences, allowing for adjustments to the program, as necessary. Furthermore, technology training on all curricula has been a core component, equipping teachers with the skills to effectively utilize digital tools and resources in their instruction. By prioritizing these elements, the professional development plan fosters a culture of continuous improvement and innovation, ultimately enhancing student learning outcomes across all grade levels.

**Conditions for Adult Learning**

As we walk through classrooms, we expect to see quality lessons that engage students in the academic content through culturally responsive teaching and interesting tasks. We value our teachers and support them to be facilitators in their classrooms by providing a variety of supports. In order to do this, we must create experiences for our staff that encourage them to be collaborative, problem solvers, and hold a growth mindset.

<u>As an organization we provide:</u>

- Coaching and Professional Development - Network and Site-Based
    - Implement coaching programs to support teachers in the delivery of high-quality instruction.
    - Guidance, feedback, and professional development opportunities to enhance teacher effectiveness and student engagement.
    - Collaboration with school leaders to design and facilitate site based professional learning communities focused on instructional best practices.
    - Professional development sessions with school leaders.
    - Bi-weekly instructional walkthroughs between AMPS Home Office staff and RCA instructional Deans to help support their development/growth and to ensure there is alignment across grade levels and content areas.
- Instructional Frameworks and Standards-Aligned Instruction
    - Ensure that instructional practices are aligned with state standards, adopted curriculum, and assessment requirements.
    - Develop and implement instructional frameworks and models to guide teaching practices across all content areas and grade levels.
    - Regularly gather, analyze, and take action on data related to teacher practice, curriculum, and standards that bring about continual and measurable improvement of AMPS's learning environment and student performance.
- Curriculum Development and Adoption

- Collaborate with educational leadership to ensure curriculum alignment with state standards, district goals, and educational research.

- Utilize data analysis tools to assess student learning outcomes and identify areas for improvement.

To make gains with our students we must examine our instructional practices to see how we are increasing the students' skills and independence as they move closer to their grade level demands. We must also become experts in analyzing data to show us where we need to focus and how targeting specific groups can help us tailor instruction without lowering the rigor of grade-level demands.

**Amethod Public Schools Partnerships**
AMPS supports teacher credentialing and professional growth by connecting eligible staff with credentialing programs that offer flexible pathways toward certification. The following institutions and programs provide options for online, in-person, intern, and alternative credential pathways that may support staff seeking to obtain or complete a California teaching credential.

*Table 1.3: Partnerships with AMPS to Provide Professional Development*

| Institutions/Programs | Details |
|---|---|
| **Reach Institute** | Online and in person formats and enrollments are only for summer start.<br><br>Receive intern credential in August after summer per-service. |
| **Alliant** | Online format and enrollments every 8 weeks. Financial aid available |
| **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. |

DCA and AMPS provide professional development designed to strengthen instructional practice, support consistent implementation of the educational program, and ensure staff are prepared to meet the academic, behavioral, social-emotional, linguistic, and operational needs of students. Professional development may occur through AMPS Summit, AMPS New Teacher Summit, coaching, PLCs, data meetings, mandated trainings, and ongoing school-based support aligned to DCA's instructional priorities and student needs.

*Table 1.4: Professional Development Sessions (Subject to Change)*

| Category | Examples |
|---|---|
| **DCA/AMPS Summit** | School Mission/Vision<br>Core Values<br>Culturally Responsive Instruction<br>Personnel Handbook<br>Instructional Coaching<br>Teacher Evaluation and Feedback Cycles<br>Professional Learning Communities<br>Data Meetings<br>Student Information System |
| **AMPS New Teacher Summit** | Network Mission/Vision<br>Classroom Culture and Expectations<br>Use of AMPS Instructional Rubric<br>Teacher Evaluation System<br>Clear Learning Objectives<br>Instructional Strategies<br>Curriculum and Lesson Design<br>Developmental Pacing Guides |
| **Pedagogical** | Standards-based instruction<br>Explicit Instruction<br>Academic Discourse<br>Vocabulary and Language Development<br>Close Reading with Text-Dependent Questions<br>Flexible Grouping<br>Universal Design for Learning<br>Student efficacy and agency through effort and practice<br>Data-informed decision making and data analysis<br>ELD Standards |
| **Student Support** | Developing Community and Families as Partners<br>Classroom Management<br>Student Engagement/Motivation/Achievement<br>Positive Behavior Interventions and Supports<br>Designated and Integrated ELD<br>High Achieving Students and Strategies<br>Restorative Justice Practices<br>Attendance Supports and Chronic Absenteeism Prevention<br>Newcomer, LTEL, and RFEP Supports |

| | |
|---|---|
| | Supporting SED Students<br>Supporting Homeless and foster youth<br>Effective Use and Integration of Technology<br>School Climate and Culture<br>Social Emotional Learning and Curriculum<br>Effective Instructional Practices<br>College and Career Readiness<br>Differentiated Instruction<br>Multi-Tiered System of Supports and Response to Instruction and Intervention<br>Student Study Team Process<br>Coordination of Services Team ("COST")<br>Special Education: Legal Timelines, SELPA policies, Instructional Strategies for working with SWD<br>LGBTQ Cultural Competency Training |
| **Standards** | ELD/ELA Framework<br>Fidelity to the Curriculum<br>Alignment to State Standards and Frameworks |
| **Assessments** | State: CAASPP, CAST, CAA, ELPAC<br>School: iReady Reading and Math |
| **Data** | Using Data to Inform Instruction<br>Analyzing Data to Determine Students' Needs<br>ELPAC and RFEP Monitoring Data<br>MTSS Progress Monitoring<br>COST/SST Data Review |
| **Safety** | Mandated Trainings<br>Mandated Reporter and Sexual Harassment training<br>Comprehensive School Safety Plan<br>Health and Safety Policies and Procedures<br>School Operations, Policies and Protocols |

## ANNUAL GOALS

### Charter School Goals and Actions to Achieve the Eight State Priorities

Please see Exhibit 1, the Charter School's Local Control and Accountability Plan ("LCAP"), which is incorporated into this Charter by reference. The LCAP provides a reasonably comprehensive description of DCA's annual goals, actions, services, and measurable outcomes aligned to the Eight State Priorities, schoolwide and for all pupil subgroups, as described in Education Code Section 52060(d). Exhibit 1 satisfies the requirement to describe the specific annual goals and actions DCA will implement to achieve those goals in accordance with Education Code Section 47605(c)(5)(A)(ii).

# Element 2 (Measurable Pupil Outcomes) and Element 3 (Method of Measuring Pupil Outcomes)

***"The measurable pupil outcomes identified for use by the 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. 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(c)(5)(B)***

***"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 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 paragraph (4) of subdivision (c) 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.

Downtown Charter Academy's LCAP goals and actions include increases in student academic achievement by significant subgroup in compliance with Education Code section 47605(c)(5)(B).

Charter School hereby grants authority to the State of California to provide a copy of aggregated (by school, numerically significant subgroups, etc.) test results directly to the District. Test results for the prior year, if not provided directly to the District by the State in a timely manner, will be provided by the Charter School to the District, upon request, no later than September 1 of each year.

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.

**Local Control and Accountability Plan**

See Downtown Charter Academy 2026-27 LCAP in Exhibit 1.

In accordance with, and using the procedures prescribed by, Education Code Section 47606.5, DCA shall comply with all applicable requirements of the LCAP including any applicable regulations promulgated, and the template adopted, by the State Board of Education. The Charter School reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter. DCA shall submit the LCAP to the District and the Alameda County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33. The Charter School shall also present a report on the annual update to the LCAP and the local control funding formula Budget Overview for Parents on or before February 28 of each year at a regularly scheduled Board meeting.

Revisions to the goals, outcomes, metrics, or actions and services stated above that are necessary to implement the LCAP and to maintain alignment with the California School Dashboard as it evolves shall not be considered a material revision to the charter, shall be submitted to the chartering authority on an annual basis in accordance with Education Code Sections 47604.33 and 47606.5, and shall be maintained by the Charter School at the school site.

**Goals, Actions, and Measurable Outcomes Aligned with the Eight State Priorities**
Pursuant to Education Code Sections 47605(c)(5)(A)(ii) and 47605(c)(5)(B), a reasonably comprehensive description of the Charter School's annual goals, actions, and measurable outcomes both schoolwide and for each subgroup of pupils in and aligned with the Eight State Priorities as described in Education Code Section 52060(d), can be found in the Charter School's LCAP. Each of these goals addresses the unique needs of all students attending the Charter School, including our numerically significant student subgroups of ELs, SED students, Asian students, and Hispanic students. The metrics associated with these goals help the Charter School to ensure that these specific subgroups are making satisfactory progress and are provided with the necessary additional support made possible by additional funds from the Local Control Funding Formula.

**Measurement of Student Academic Achievement**

**Mandated State Assessments**
The Charter 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 in accordance with Education Code Section 47605(d)(1). The Charter School will administer all applicable state-mandated assessments including the CAASPP assessment system and other state-mandated assessments such as the Physical Fitness Test and the ELPAC. The Charter School will comply with applicable federal assessment and accountability requirements of the Every Student Succeeds Act. The Charter School affirms that its methods for measuring student outcomes for the Eight State Priorities, as described in its LCAP, shall be consistent with the way information is reported on a School Accountability Report Card, as required by Education Code Section 47605(b)(5)(C).

**Growth Measures: Diagnostic, Formative and Summative Assessments**

Aligned with its firm belief in accountability, the Charter School will implement a rigorous assessment and goal-setting program to measure students' content mastery, adapt academic programs, and ensure that each student is making progress. By having clear and consistent assessments and data analysis sessions with teachers, the Charter School will ensure that each student is making progress toward meeting and exceeding standards.

Students are assessed regularly from the time they enter the Charter School through the end of 8th grade, and all staff monitor their progress closely. Assessments are essential tools for evaluating student progress and knowledge. Our assessment plan includes not only our schoolwide assessments for diagnostic and formative assessments (e.g., NWEA MAP Growth), but also statewide summative assessments (such as SBAC, California Science Test ("CAST"), ELPAC, California Alternate Assessments ("CAA"), and Physical Fitness Test ("PFT"). More informal assessments include quizzes and exit slips. More formal summative assessments include curriculum-based assessments and projects.

***Assessment Matrix***

The following lists some of the current data systems (External and Internal) that will be implemented at the Charter School.

*Table 2/3.1: Assessment Matrix (Subject to Change)*

| Assessment | Purpose | Grades | Frequency | Expectation |
|---|---|---|---|---|
| ELPAC<br><br>Initial Assessment (IA) | The ELPAC IA is used to identify students as either an English Learner, or as fluent in English. | 6-8<br><br>As prescribed | First 30 days of enrollment | Students are identified as either scoring Initially Fluent or English Learner. |
| ELPAC<br><br>Summative Assessment<br><br>(SA) | The ELPAC SA is to measure how well ELs are progressing with English development in each of the four domains | 6-8<br><br>Every year until RFEP | Once a year | The results are used as one of four criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability. |
| CAASPP<br><br>SBAC | State criterion-based assessment in ELA and Math | 6-8 | Spring/Once a year | The number of students scoring as having met or exceeded standard mastery increases annually as per goals listed in the current year's LCAP. |

| | | | | |
|---|---|---|---|---|
| CAST | State criterion-based assessment in Science | 8 | Spring/Once a year | The number of students scoring as having met or exceeded standard mastery increases annually as per goals listed in the current year's LCAP. |
| CAA | State alternative assessment in ELA, Math, and Science for qualified students | 6-8 | Spring/Once a year | The number of students scoring as having met or exceeded standard mastery increases annually as per goals listed in the current year's LCAP. |
| Internally created test and performance tasks (presentations, papers, projects) | Measure standards mastery across all courses/subjects | 6-8 | Daily/<br>Weekly | Students show mastery and proficiency in content knowledge. |
| Curriculum Based Assessments | Assess mastery of unit/lesson content | 6-8 | End of unit/end of semester/end of year | Students show mastery and proficiency in content knowledge. |
| NWEA MAP Reading Assessment | Assesses student abilities at the beginning of the year and then | 6-8 | Three times per year | Students demonstrate progress toward Standards Mastery |

| | | | | |
|---|---|---|---|---|
| | tracks growth | | | |
| NWEA MAP Math Assessment | Assesses student abilities at the beginning of the year and then tracks growth | 6-8 | Three times per year | Students demonstrate progress toward Standards Mastery |
| CPFT | State criterion-based assessment in Physical Fitness | 7 | Spring/Once a year | Students demonstrate levels of health-related fitness |
| CAASPP<br><br>Practice Test | Practice the CAASPP Assessment to familiarize the students with the structure of the CAASPP Test | 6-8 | Once per year | Students will become familiar with the test format. |

| | | | | |
|---|---|---|---|---|
| CAASPP<br><br>Interim Comprehensive Assessments (ICAs) | Provide students with the same item types and formats of the CAASPP to include performance tasks<br><br>Provide teachers with overall scale score and performance level of each student | 6-8 | As assigned by teacher | The number of students scoring as having met or exceeded standard mastery on the CAASPP will increase annually as per goals listed in the current year's LCAP. |
| CAASPP<br><br>Interim Assessment Blocks (IABs) | Provide students an opportunity to show standard mastery on smaller targets for instruction | 6-8 | As assigned by teacher | The number of students scoring as having met or exceeded standard mastery on the CAASPP will increase annually as per goals listed in the current year's LCAP. |

The Charter School will continue to make a conscious effort to use student assessment data to inform decisions related to planning and developing instructional strategies at the schoolwide, classroom, and individual student levels. Ongoing assessments of student and school performance are integral in the planning, implementation, and adjustment of instruction in the Amethod Public Schools system.

**Assessment Modifications and Accommodations**

The Charter School will ensure that students with disabilities under the IDEA or Section 504 are included in State standardized assessment programs with appropriate

accommodations and modifications when necessary and appropriate. These assessments include but are not limited to the CAA in accordance with their IEP or Section 504 plan.

**Collecting, Analyzing, and Reporting Data**

DCA teachers and administrators engage in ongoing analysis cycles. After an assessment cycle, a school leader schedules what is known as *a Data Dive*. During a Data Dive, teachers and instructional leaders put assessments into practice and connect assessment results to student learning outcomes. Teachers and leaders review data every six weeks through Data Dive Meetings. Unlike traditional post-observation conferences, analysis meetings offer insight into months of student learning.

Data Dive meetings also increase accountability. The meetings are integral to changing from a culture focused on what students were taught to a culture focused on what students learned.

Teachers will reflect and focus on the following:

- Identify patterns of underperformance
- Identify patterns of high performance
- Identify student cohorts *(tiered interventions)*

The goal of the Data Dive meeting is to improve 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 is 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*

The Charter School will continue to use data to identify strengths and weaknesses in student, teacher, class, grade-specific, and schoolwide performance. DCA reports individual student level data to parents/guardians and students on a regular basis. Student achievement data is presented to student and parents/guardians through PowerSchool and ParentSquare. Individual student achievement data includes student test scores on standardized testing, class grades including formative and summative assessments, attendance, and discipline. Throughout the school year, parents/guardians and students are able, and encouraged, to attend Parent/Teacher conferences to meet with members of the instructional team to discuss specific skills

and targeted interventions that the student needs. If any student is not making sufficient progress to meet goals and benchmarks, teachers, parents/guardians or administrators begin a Student Success Team. From this meeting an action plan is created to support the student. Individually and by class, students look at their performance data, set goals, examine outcomes, and develop action plans responding to the data. All communications to parents/guardians in a language they understand.

In accordance with Title III, DCA adheres to all mandated reporting guidelines about English Learners. Parents of English Learners receive mandated communications on reclassification per Title III through annual ELPAC testing results. In accordance with IDEA, DCA will comply with all state and federal laws regarding reporting requirements for children with IEPs. Parents of students with IEPs receive reports according to the plan specified in each IEP. All students with disabilities are entitled to the reports and assessment data described in this section, which are provided to all students.

Schoolwide data is presented to educational partners during town halls, parent/guardian meetings, student assemblies, and Board meetings, at regular intervals and at least four times during the school year. Data will be collected, analyzed, and disseminated transparently, promoting accountability and continuous improvement among school community members. The AMPS Board will systematically review the Charter School's data to monitor trends in student learning outcomes and ensure that sufficient and appropriate financial and human resources exist to properly enact the Charter School's program and remain faithful to the charter. The AMPS Board will work in conjunction with AMPS leadership to make necessary changes in response to identified needs as reflected in the Charter School's data streams.

Aligned with a firm belief in student achievement, Amethod Public Schools will offer a rigorous assessment and data review program to measure and increase students' proficiency levels and ensure that each student is making progress toward mastery at Downtown Charter Academy. The instructional leadership team also uses walkthrough data to determine whether high-priority instructional practices are improving. This data supports the leadership team in aligning coaching resources, administrative focus, and professional development as appropriate.

**Accountability Systems**

The Charter School's faculty is committed to this series of analyses to inform instructional decision-making. DCA will continue to use the procedures consistent with all Amethod Public Schools sites and comprehensively examine accountability measures from the start. These include:

<u>Student-level data indicators:</u>

- iReady assessments
- CAASPP scores

- Grade Point Average
- ELPAC results
- Attendance rates (individuals)
- Sample writing with Rubric Scores Sheets

School-level accountability indicators:

- Measurable Pupil Outcomes
- Attendance rate
- Local Control and Accountability Plan

Amethod Public Schools' Benchmark Assessments, NWEA MAP Growth, are scheduled at the start of every year; these include a Fall, Winter, and Spring test administration. After the NWEA MAP Growth tests are administered, students and families are provided with a goals and projection sheet that summarizes the students' progress. The Charter School uses the NWEA MAP Growth tests to measure student progress and growth.

***Assessments***

By implementing Data Dives to analyze assessments--teachers self-reflect on their own practice and pacing guides, based on surveying student work for learning gaps and looking at standards--leading to the development of specific action plans to address identified learning needs. Bi-weekly department meetings also look to address trends in learning and give teachers a space to collaborate to standardize best teaching practices by department.

Data analysis has been a focus of our approach at Richmond Charter Academy since we first opened, but our new partnerships with Uncommon Schools and Relay GSE have provided us with the guidance necessary to reach new heights of best practice in this area. Starting in the summer, teachers are trained on their curriculum, assessment schedule, and our schoolwide data analysis protocols. At week six, we begin meeting in content area departments to run these data analysis protocols on recent assessments with the planned deliverable being an informed reteach plan that can be introduced during the next day's lesson. This practice of frequent data meetings on lower stakes, formative assessments, is intended to identify and correct gaps in student mastery before units reach their completion and it is too late.

Data driven decision making ultimately leads to more effective teaching and student achievement. The assessments outlined below empower educators to make data-informed decisions based on student needs, identify students for targeted interventions, and promote a culture of continuous improvement.

*Table 2/3.2:* Types of Assessments

| Type | Assessment Name | Description |
|---|---|---|
| **Universal Screeners** | Lexia<br>iReady<br>Initial ELPAC | Universal screeners are used to provide data to measure the effectiveness of core instruction to allow teams to consider adjustments across Tier 1 universal supports. These screeners allow educators to identify students who may benefit from Tier 2 and Tier 3 interventions. |
| **Diagnostic Assessments** | NWEA MAP Growth | Diagnostic assessments are used to measure skill strengths and weaknesses, identify skill gaps, and assist in determining why a problem might be occurring. Diagnostic assessments are administered in Fall, Winter, and Spring. |
| **Summative Assessments** | SBAC ELA/Math<br>CAST<br>Summative ELPAC<br>PFT<br>Midterm/Final Exams | Summative assessments are used to benchmark student performance relative to what students need to be successful based on assessed content standards. They provide teachers, administrators, parents/guardians, and students with ongoing data to assess whether they are on track to meet goals. |
| **Formative Assessments** | Quizzes<br>Exit tickets | Formative assessments provide data to guide instructional decisions and identify indicators for scaffolding and differentiated instruction. Teachers use formative assessments on a weekly basis to ensure that instruction is meeting all students. |

***Continuous Student Achievement Improvement Template***

Amethod Public Schools believes in a continuous improvement model. The organization reviews data and programs in an attempt to better the student experience at our campuses.

*Table 2/3.3: Continuous Improvement Model*

| | Measure | Analysis | Action Plans |
|---|---|---|---|
| Students | • State Tests<br>• Classroom projects and grades<br>• Attendance<br>• Retention Rate<br>• Disciplinary Actions | • Compared with similar schools and all California schools<br>• Identify the root causes of<br>• Performance increases or decreases in each area | • Create a plan for improvement in low-performing areas<br>• Set targets for the next academic year<br>• Improvement is required annually |
| Teachers | • Teacher Performance Evaluations<br>• Student performance in individual classes<br>• Teacher Satisfaction Surveys<br>• Teacher Retention | • Identify strengths & opportunity areas for each teacher<br>• Analyze staff retention to identify breakdowns (recruiting, staff development, etc.) | • Create a plan for improvement in low-performing areas<br>• Set Annual Growth targets |
| Site Leadership | • Student performance<br>• Teacher performance<br>• Fiscal management<br>• Parent Satisfaction<br>• Student Engagement | • Compared with previous years, across similar schools | • Create plan for improvement in low performing areas<br>• Set Annual Growth targets for the next academic year |

| | | | |
|---|---|---|---|
| Governance | • Performance at individual schools<br>• Employee Retention<br>• Fiscal Management | • Compare with previous years and targets set by the Board | • Create a plan for improvement in low-performing areas<br>• Set Annual Growth targets with the Board for the next academic year |

## 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 shall provide technical assistance to the charter school using an evaluation rubric adopted by the State 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.

**School Accountability Report Card**

DCA will compile data each academic year to produce a School Accountability Report Card. Student achievement data will be disaggregated annually to identify students' academic performance by sub-groups (e.g., ethnicity, gender, English Learners, socioeconomically disadvantaged students, and students with disabilities).

## Grading Philosophy

Our grading practices strive to align with our values, mission, and vision. The Charter School has set forth the guiding principles for grading below, adapted from Grading for Equity (Feldman, 2019):

- **Grades should be accurate**: Grade calculations should be mathematically accurate and sound, easy to understand, and made based on clear descriptions of a student's level of academic performance.
- **Grades should be bias-resistant**: There are multiple opportunities to provide feedback to students, and grades are but one of them. Grades should be representations of an individual student's progress toward mastery or how effectively they have met the standards for academic performance. Grades should not be punitive or incorporate potentially biased, situational and/or culturally influenced perceptions of behaviors (such as timeliness of assignment submission, how quickly students master a topic, effort, personality, participation, etc.).
- **Grades should be motivational**: Grading should allow multiple attempts at mastery and, therefore, represent where the student is at the time of grading, using the most recent data as an indicator. Teachers will consider how to balance providing time for mastery with the time constraints of the course.

### Grading and Progress Reports

Students earn grades based on established performance levels as described in the table below. In pursuit of our overall mission to get students prepared for colleges and universities, DCA students do not earn middle school credits for any course in which they receive less than a C-.

When grades are given for any course of instruction, the grade given to each student shall be the grade determined by the teacher of record for the course, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetence the grade shall be final. Teachers may make changes to grades until the semester cutoff date, which is the date that grades are stored and recorded onto the student's historical grades section of PowerSchool. After grades are stored, teachers are prohibited from changing grades without securing the approval of the Site Director. All grade changes will be documented in PowerSchool and requests for changes will only be accepted for 30 days after the official close of the marking period.

Teachers wishing to change a student's grade after grades have been stored should apply the following criteria:

- The student had extenuating circumstances that prohibited the student from completing the course on time (example: automobile accident, serious illness).
- The teacher made a mistake when recording a grade.

Students and families have access to grades through the Student Information System (PowerSchool). They can view grades and message teachers at any time. Information regarding how to use this portal is given at parent/guardian meetings, through communication sent home, and during parent/guardian-teacher conferences. In addition, every quarter, advisory classes send home informal progress reports to ensure that parents/guardians are aware of student grades. If a student is not meeting the minimum mastery requirements for a course, the parent/guardian and student may be required to attend a conference with the student's teacher, Site Director, and/or COST team to develop a plan to support the student's academic progress.

## Grading Scale

| | | Regular | Honors/AP |
|---|---|---|---|
| A+ | 97-100 | 4.0 | 5.0 |
| A | 93-96 | 4.0 | 5.0 |
| A- | 90-92 | 3.7 | 4.7 |
| B+ | 87-89 | 3.3 | 4.3 |
| B | 83-86 | 3.0 | 4.0 |
| B- | 80-82 | 2.7 | 3.7 |
| C+ | 77-79 | 2.3 | 3.3 |
| C | 73-76 | 2.0 | 3.0 |
| C- | 70-72 | 1.7 | 2.7 |
| D+ | 67-69 | 1.3 | 1.3 |
| D | 63-66 | 1.0 | 1.0 |
| D- | 60-62 | 0.7 | 0.7 |
| F | 59 & below | 0 | 0 |

**A** Students receiving an **A** have demonstrated **mastery** of at least 90-100 of the standards that have been taught.

**B** Students receiving a **B** have demonstrated mastery of at least 80-89 of the standards that have been taught.

**C** Students receiving a **C** have demonstrated the minimum mastery requirement of 70-79 of the standards.

**D** Students Receiving a **D** have deficits that require additional attention and student support. Thus, a student receiving a **D** is supported through our MTSS process.

**F** Students receiving an **F** have MAJOR grade deficits that require a change in approach, more focus, assistance, and increased effort. The families or parents/guardians of students receiving at least (1) **F** at the end of the quarter will be contacted to discuss the grade and potentially referred to the COST team.

**Promotion and Retention Procedures**

and schools. The nature of the high stake's certainty of charter schools and the existing achievement gaps among racial and economic subgroups in public education, merit and justify the need for exceeding academic standards and programs. AMPS expects students to progress through each grade within one school year. To accomplish this, instruction will be made to accommodate the varying interests and needs of individual students and include strategies for addressing academic deficiencies when needed. Students shall progress through grade levels by demonstrating growth and mastery in learning and meeting grade-level standards of expected student achievement.

The following criteria will be reviewed in calculating retention of a student:

- Grade Point Average (*Grades below the mark of C-/2 are considered as failing and receive 0 credits*)
- More than 2 semester grades below a C-/2 may constitute retention
- PE and language are included in grade calculations
- IEP, Section 504 Plan and other modifications and plans will be reviewed during the retention decision phase
- Multiple measures assessments (including Standardized Testing and Reporting Program and Interim assessments) * these are not used to retain. May be reviewed in conjunction with other areas
- Attendance record (More than 20 unexcused absences may constitute a retention)
- Social Emotional learning & growth (Is their maturity level ready for the next grade)
- Development of a Comprehensive Intervention Plan by the COST team.

When a student is recommended for retention or is identified as being at risk for retention, the Principal or designee shall provide opportunities for remedial instruction to assist the student in overcoming academic deficiencies. Such opportunities may include but are not limited to tutorial programs, after-school programs, summer school programs and/or the establishment of an SST.

Students identified as students with IEPs or Section 504 Plans will be evaluated within the stated goals and needs of the specific student by the IEP team and/or Section 504 team. Although standards will remain high for all subgroups, students with IEPs or Section 504 Plans will be evaluated on an individual basis with consideration of the existing IEP or Section 504 program, goals, and offered accommodations and modifications.

## Element 4 (Governance)

***"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." – Ed. Code § 47605(c)(5)(D)***

**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 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 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 District**

Charter School through this Charter 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 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.

## 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 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. Charter School shall notify OCS in writing of any internal investigations within one week of commencing investigation. Charter School shall notify 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.

## 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 15. Charter School shall comply with the requirements of Education Code section 49060 *et seq*., regarding rights to access student records, and Education Code section 49069.3 and 49069.5 regarding transfer of records for youth in foster care.

Charter 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 Charter School to provide certain information in certain formats in certain ways to the general public and specifically to parents of students at Charter School and of the District. Charter 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 Charter School does not have that Charter School needs in order to meet its obligations, the District shall provide the same to Charter School in a reasonably timely manner upon request.

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, Letters of Inquiry, and Notices of Concern, and shall consult with the District as needed regarding any such inquiries. Charter School acknowledges that it is subject to audit by District. If the District seeks an audit of 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 Charter School by law or charter provisions.

**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.

**Nonprofit Public Benefit Corporation**

Downtown Charter Academy is a direct funded, independent charter school operated by Amethod Public Schools, a California non-profit public benefit corporation, pursuant to Education Code Section 47604(a). Amethod Public Schools is a California non-profit, 501(c)(3) tax-exempt corporation, incorporated in 1997, which operates five charter 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 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. Each AMPS school maintains a separate budget and is audited as part of the organization's annual financial audit.

The Chater School will operate autonomously from the District, with the exception of the supervisory oversight as required by statute Pursuant to California to Education Code Section 47604(d), 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, as long as the District has complied with all oversight responsibilities required by law.

**Board of Directors**

The Charter School is governed by the nonprofit Board of Directors of Amethod Public Schools, in accordance with its adopted corporate bylaws, which shall be consistent with the terms of this charter.

The AMPS Board shall be responsible for all actions necessary to the operation of DCA in accordance with its adopted bylaws.

The Board shall have no fewer than five (5) but no more than eleven (11) directors. All Board directors other than student Board members shall have full voting rights, including any representative appointed by the chartering authority as consistent with Education Code Section 47604(b). If the chartering authority appoints a representative to serve on the Board of Directors, the Board of Directors may appoint an additional director to ensure an odd number of Board members. All directors, except for the representative appointed by the chartering authority, shall be designated by the existing Board of Directors. All Directors are to be designated at the corporation's annual meeting of the Board of Directors.

Upon receipt of a petition for student representation that meets the requirements of Education Code Section 47604.2(b)(2), the Board of Directors shall order the inclusion within its membership, in addition to the number of members otherwise prescribed, of at least one student member. A student member of the Board of Directors shall have preferential voting rights as defined in Education Code Section 47604.2(b)(4).

Each director shall hold office unless otherwise removed from office in accordance with these bylaws for four (4) years and until a successor director has been designated and qualified. No director may serve more than two (2) full consecutive terms. Nothing shall prevent a former Director from rejoining the Board as long as that Director has not been a member of the Board with the preceding twelve months.

To achieve effective school governance, the AMPS Board of Directors shall have experience in one or more of the following areas: Curriculum, Instruction, Assessment, Student Services; School Administration and Finances; Project Management, Strategic Planning; Business and Financial Management; Fundraising, Grant Writing, Donor Relations; Governance, Law, Compliance; and/or, Community Outreach, Communications. The names, titles, and relevant qualifications of the current Board of Directors are included herein.

## *Amethod Public Schools- Board of Directors*

**Rodolfo Ornelas, Board Chairperson 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.

**Margie DiGiorgio, Board Vice Chairperson 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.

**Jorge Lerma, Board Member 2025-2029**
Jorge Lerma served on the Oakland Unified School District Board of Education from 2023 to 2025, 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 Studenthood, 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.

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".

**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.

## Board Meetings and Board Roles and Responsibilities

The AMPS Board of Directors will meet regularly during the school year, and in accordance with the Brown Act and Education Code Section 47604.1(c). Notwithstanding the foregoing, the Board may modify or suspend practices required under the Brown Act to the extent allowed by an executive order issued by a public official, or any other law, where warranted in the interests of health and safety, e.g., in response to a public health crisis or other disaster event. The AMPS Board of Directors is fully responsible for the operation and fiscal affairs of the Charter School including but not limited to the following:

- Oversee the legal and fiscal well-being and compliance of the network and each school site;
- Hire, supervise, evaluate, discipline, and dismiss the Chief Executive Officer of AMPS;
- Approve all loans or borrowing;
- Approve contractual agreements over $100,000;
- Approve and monitor the implementation of general policies of the Charter

School. This includes effective human resource policies for career growth and compensation of staff;

- Approve and monitor the Charter School's annual budget, budget revisions, and fiscal policies;
- Act as a fiscal agent. This includes but is not limited to the receipt of funds for the operation of the Charter School in accordance with applicable laws and the receipt of grants and donations consistent with the mission of the Charter School;
- Contract with an external independent auditor to produce an annual financial audit according to generally accepted accounting practices;
- Establish operational committees as needed;
- Regularly measure progress of both student and staff performance;
- Execute all applicable responsibilities provided for in the California Corporations Code, the Articles of Incorporation, Bylaws, and this charter as required to ensure the proper operation of the organization and school sites;
- Engage in ongoing strategic planning;
- Approve the Charter School calendar and schedule of Board meetings;
- Participate in the dispute resolution procedure and complaint procedures when necessary;
- Approve material revisions to the charter as necessary and submit requests for material revisions as necessary to the District for consideration;
- Participate in and approve the annual independent fiscal audit, any programmatic audits, the Local Control and Accountability Plan, and performance reports;
- Foster active involvement of students, parents/guardians, and the community in Charter School matters.
- Ensure the terms of the charter are met and monitor the implementation of policies, Bylaws, and resolutions.
- In collaboration with the Chief Executive Officer, develop and monitor an overall operational plan that focuses on student achievement and growth.

- Appoint an administrative panel or act as a hearing body and take action on recommended student expulsions.

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 Charter School or Amethod Public Schools any of those duties with the exception of budget approval or revision, approval of the fiscal audit and performance report, and the adoption of Board policies. 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.

**Chief Executive Officer**

The Chief Executive Officer shall perform assigned tasks as directed by the Charter School's Board of Directors and shall be required to undertake some or all of the tasks detailed below. These tasks may include, but are not limited to, the following:

- Ensure the Charter School implements the mission, vision, goals and objectives;
- Supervise and ensure evaluation of administrators, teachers and staff;
- Collaborate with administrators to develop professional development program;
- Communicate and report to the Charter School's Board of Directors;
- Ensure sound fiscal management of the school within a balanced budget through collaboration with fiscal personnel and the Board;
- Serve or appoint a designee to serve on any committees of the Charter School;
- Monitor employee hiring, promotion, discipline, and/or dismissal;
- Ensure compliance with all applicable state and federal laws;
- Oversee grant applications and implementation, fundraising, and donor development;
- Communicate with parents/guardians, recruit new families and students, and partner with families to support academic growth;
- Take responsible steps to secure full and regular attendance of the students enrolled in accordance with policies established by the Board of Directors;
- Complete and submit required documents as requested or required by the charter and/or Charter School Board of Directors and/or the District;
- Maintain up-to-date financial records;
- Ensure that appropriate evaluation techniques are used for both students and staff;

- Establish and maintain a system to handle organizational tasks such as student records, teacher records, teacher credentialing information, contemporaneous attendance logs, purchasing, budgets, and timetables;
- Ensure the safety and security of the school building;
- Promote the Charter School in the community and promote positive public relations and interact effectively with media;
- Attend District administrative meetings as requested by the District and stay in direct contact with the District regarding changes, progress, etc.;
- Attend meetings with the District oversight, fiscal, operational and/or other staff on as requested by the District;
- Submit all financial reports as required for proper attendance reporting;
- Develop the Charter School's annual performance report, SARC, and the LCAP;
- After review and approval of the independent fiscal audit of the Charter School to the Board of Directors and, submit the audit to the District, the County Superintendent of Schools, the State Controller and the California Department of Education;
- Manage implementation of the Positive Discipline Plan to build and sustain a positive school culture and character development;
- Oversee implementation of academic intervention plan for all students, especially ELs, LTELs, RFEPs, SWD, and students with a Section 504 Plan;
- Guide the implementation of standards-based instruction, assessment and data analysis; and,
- Monitor and report the progress of internal and external assessments and data analysis.

The above duties, with the exception of personnel matters, may be delegated or contracted as approved by the Board of Directors, to an administrator of Home Office and the Charter School, other appropriate employee, or third-party provider.

**Nomination of Board Members**

Potential members of the Amethod Public Schools Board of Directors are nominated by a nominating committee appointed by the Chair of the Board. 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. The qualifications sought in candidates interested in serving on the AMPS Board of Directors include but need not be limited to:

- Strong belief that all children can and will realize high academic achievement and expectations

- Passion and dedication to furthering the mission and vision of Amethod Public

Schools

- Ability to contribute the appropriate time and energy necessary to attend the majority, if not all, of the Board meetings, follow through on assigned tasks, and willingness to volunteer for one or more board committees

- Specific knowledge, experience, skills, and/or interest in one of the identified areas of need

**Recruitment and Selection of Board Members**
New board members are recruited and selected based on the provisions of the AMPS' Bylaws, which states that the Board Chair will appoint an ad hoc advisory committee to nominate qualified candidates for election to the Board ("Nominating Committee"), which in turn will select a Chairperson of the committee.

The Nominating Committee shall not be less than three (3) members, and its duties are as follows:

- Identify a need/priority for the Corporation based on the Board composition and the expertise need;

- Review every candidate(s) thoroughly, including meeting the candidate(s) in person, at which meeting a majority of the Nominating Committee is present;

- Vote as a majority to move the candidate(s) forward; if there is no majority then the candidate(s) cannot move forward.

- Schedule a meeting between the candidate(s) and the CEO; the meeting shall occur no later than thirty (30) days after the candidate(s) meets with the Nominating Committee;

- The candidate(s) who is voted to move forward shall attend a board meeting and meet the current Board Members;

- The Nominating Committee shall make an oral presentation on the candidate(s) to the Board at a regularly scheduled meeting.

The AMPS Board of Directors and the Chief Executive Officer take great care in ensuring that new Board members are a strong cultural fit with the organization, will add value in specific areas and, most importantly, contribute to the success and growth of the organization.

In accordance In accordance with the bylaws, no more than 49% of the persons serving on the Board of Directors may be interested persons. No Charter School employees

shall serve on the Board. No director shall receive compensation for membership on the Board. All directors will serve as volunteers. Amethod Public Schools and its Directors agree to comply with the conflict of interest rules under Section 1090 *et seq.* and 81000, *et seq.* of the California Government Code as set forth in Education Code Section 47604.1, and other applicable laws. In addition, the Board of Directors has adopted a Conflict of Interest Code that complies with the requirements of the Political Reform Act, including submittal of Fair Political Practices Commission Form 700 Statement of Economic Interest, and Corporations Code conflicts of interest rules, which shall be updated with any charter school-specific conflicts of interest laws or regulations applicable in the future. As required, the Conflict of Interest Code has been submitted for approval to the County Board of Supervisors.

The Board shall comply with all applicable federal, state and local laws. The Board is governed in its operations and its actions by the corporate bylaws, which are consistent with the terms of this charter, the Charter Schools Act, and all other applicable laws and delineate membership, voting rights, term, etc. of the members of the Board.

**Governance Training and Sustainability**

Board members are committed to continuous improvement and ongoing training to assist the Board in fulfilling its responsibilities to act as stewards for the Charter School. To this end, the Board seeks appropriate training and educational opportunities to more effectively govern DCA's operations. Such training experiences may include individual training sessions with legal counsel or other experts familiar with public school governance, and/or training sessions with charter school governance experts. The Charter School maintains in effect general liability and errors and omissions insurance policies. New members to the AMPS Board of Directors will receive proper training as part of an onboarding to be held within 30 days of joining the Board. Some of the topics for the training sessions will include:

1. *Brown Act*
2. *Parliamentary Procedures*
3. *Conflict of Interest*
4. *Mandatory Ethics – every other year AB 2158 (2022)*
5. *Delineation of Roles and Responsibilities*
6. *Strategic Planning and Thinking*
7. *Legal and Financial Responsibilities*
8. *Effective Board-Staff Relations*
9. *Creating Effective Committees*
10. *Effective Board Self-Assessment*

The above list is a sample and is not meant to be exhaustive.

Each member of the Board will act in accordance with the applicable standard of care applicable to a volunteer member of a non-profit public benefit corporation operating a

public charter school, e.g., to act in good faith, in a manner believed to be in the best interests of the organization and with the care, including reasonable inquiry, that an ordinary prudent person in like position would use under similar circumstances.

**Parent Involvement in Governance**

The Charter School has an active school site Family Staff Team ("FST") that is composed of parents/guardians, staff, and students. The FST meets, at minimum, quarterly. The FST is responsible for providing suggestions and recommendations on issues including, but not limited to, budgeting, local control funding formula ("LCFF"), LCAP, curriculum, school policies and procedures, community partnerships, and the general direction of the school. The FST serves as an advisory group to the Site Leadership team, the Home Office C-level team, and the AMPS Board of Directors.

The Family Staff Team shall be composed of a number no less than three (3) and up to eleven (11) members. One seat is reserved for the Site Director, up to two seats for a certificated staff member, and one seat for a classified staff member. The other seats, up to (8), are reserved for parents/guardians, of which a percentage of seats must be filled by parent/guardian(s) of English Learner students in accordance with FST Bylaws and regulations.

Members of the FST are committed to professionalism, advocacy, and loyalty to the mission, vision and core values of the organization. The FST can bring diverse ideas to the table and help the Charter School craft a shared plan for continuous improvement.

FST meetings are open to the public, as such, any parent/guardian or community member can attend the meetings and make a comment on any topic or matter. Meetings are promoted through various communication channels and all parents/guardians are encouraged to attend. However, only FST members can vote on matters. The Site Director is responsible for facilitating training for FST members, posting of FST meeting times and dates, presenting school updates to the FST, and securing interpreters for the meetings.

The FST is one way that parents/guardians can be involved in school matters. There are other ways that parents/guardians share their opinions and involve themselves in school matters and activities. Other sample activities where DCA parents/guardians may participate are:

- LCAP Overviews/Town halls
- College Readiness Night
- Sports teams
- Summer Field Day

- Excursions/Fieldtrips
- School Beautification Projects
- ParentSquare and PowerSchool Communications
- New Student and Family Orientations
- Back to School events
- Community Outreach
- Food Drives and Community Service Activities
- Festivals/Carnivals
- Focus Groups
- Surveys
- Parent/Guardian/Teacher Conferences

Parents who exhibit desired professional expertise identified by the Board may also be recommended to the Amethod Public Schools Board of Directors.

**Student Involvement in Governance**
DCA has an active Student Body Government ("SBG") where elected students serve as advisors and student leaders at the school. SBG works closely with the Site Leadership team and the AMPS Board of Directors to make suggestions on school programming, policies, procedures, and matters that involve the student body. The SBG also puts together school programming such as school dances, events, fundraisers, community service projects, and other school-wide activities as requested by the student body.

The SBG meets at least once per month. The meetings are open to all students and any student or staff can make comments on topics or matters that impact the student body. Each grade level elects three representatives to serve on the SBG, a President, Vice President, and Secretary/Treasurer. These members have voting rights when decisions are made at SBG meetings.

## Complaint and Uniform Complaint Procedures ("UCP") Procedures

AMPS uses a formal complaint policy and process to address community concerns that are not resolved through informal processes. The Charter School will establish complaint procedures that address both complaints alleging discrimination or violations of law and complaints regarding other areas. The Charter School will not, at any time, refer complaints to the District, and will address matters at the Charter School

and organizational level consistent with the nature of charter legislation. However, parents/guardians and families may approach the local authorizer or school district to file a complaint should they wish to do so.

Amethod Public Schools has an Internal Resolution Service Complaint Process for internal complaints related to a school employee and/or school programing. AMPS also has a Uniform Complaint Procedure Policy and Complaint Form which address complaints related to discrimination and/or harassment. In addition, AMPS has established a Title IX Discrimination/Harassment Policy and Complaint Procedure to help achieve a safe, discrimination-free, and harassment-free environment for all. The complaint procedures and forms will be clearly articulated in the Charter School's website, student and family handbook, and employee handbook.

## Element 5 (Employee Qualifications)

***"The qualifications to be met by individuals to be employed by the charter school." – Ed. Code § 47605(c)(5)(E)***

**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.

**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.

**Reporting 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 reporting of egregious misconduct.

**Employment 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 charged with or convicted of violent or serious felonies.

**ESEA/ESSA and Credentialing Requirements**

The Charter School shall adhere to all requirements of ESSA that are applicable to teachers and paraprofessional employees in charter schools. DCA shall ensure that all teachers hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment, pursuant to Education Code sections 47605(l) and 47065.4(a). The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. The Charter School shall maintain current copies of all teacher credentials and make them readily available for inspection. Upon the hiring of any teacher, if requested by the District, the Charter School shall provide a copy of that teacher's credentials documentation to the District.

**Employee Qualifications**

The staffing needs for DCA will be identified by the AMPS Human Resources Department, along with the Chief Executive Officer with input from the Principal and will be consistent with the Charter School budget. Before any employee can begin service at DCA, they must provide evidence of fingerprinting/background screening and tuberculosis ("TB") risk assessment or examination. These documents must be checked and verified by administrative staff. The Charter School will maintain a current copy of all employee records, which will be available for audit along with a record of their teaching credentials, fingerprinting/background screening, professional development hours, and a current TB risk assessment or examination. AMPS will comply with all state and federal laws concerning the maintenance and disclosure of employee records. See Element 6 of this charter for additional information.

Within the provisions of applicable law, DCA reserves the right to recruit, interview and hire anyone at any time who has the best qualifications to fill any of its position vacancies so long as the credentialing requirements are met for teachers. Additionally, DCA will ensure the Charter School is a school of choice and that no employee will be required to work at the Charter School.

AMPS believes that all of its employees play a key role in creating a successful learning environment and will recruit qualified employees throughout the organization. AMPS recognizes that employment of staff is voluntary and at-will. The AMPS Human Resources Department, along with the Chief Executive Officer and Chief of Staff, shall monitor compliance of this policy. The educational and skill level qualifications and job descriptions of teachers to be employed in the Charter School shall meet the educational goals as outlined in this charter.

**Employee Recruitment and Selection Process**

All staff hired by Amethod Public Schools must demonstrate an understanding and commitment to our mission, vision, core values, and educational philosophy. Amethod Public Schools is an equal opportunity employer and employment decisions are based on qualifications, abilities, and work performance.

The AMPS Home Office team works closely with the Site Leadership team to attract and recruit professional and qualified staff.

Recruitment strategies include:

- Dedicated Human Resources staff to support the entire recruitment process;
- Marketing Manager to expand our outreach efforts;
- Linkages to teacher preparation programs;
- Consistent communication between the Home Office team and the school site;
- 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;
- Implementing print and social media/online campaigns to attract talent;
- Participating in informational sessions and recruitment fairs at colleges and graduate schools;
- Partnerships with colleges and universities such as UC Berkeley, CSU East Bay, Stanford University, San Francisco State University, St. Mary's College, Chico State University, Sacramento State University, and UCLA;
- Partnerships with organizations such as Teach for America, Reach, CCCOE, and Cal Teach;
- Advertising job postings on high-trafficked websites such as Indeed, Edjoin.org, and Teacherjobs.org;
- Utilize the network of colleagues from our existing teaching staff;
- Fostering internal pipelines of talent.

**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.

**Leader Selection**
The Principal 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 Principal is the instructional, cultural, managerial, and community leader of the school. The Principal 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 Principal 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 Principal 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/guardians, 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.

**Selection of Employees**
The AMPS Board of Directors set the terms and conditions of employment for employees of Amethod Public Schools by establishing personnel policies. Decisions relative to the selection, employment, and release of the Chief Executive Officer rest

with the AMPS Board of Directors. Decisions relative to the selection, employment, and release of all other employees rest with the Chief Executive Officer in consultation with specific team members and the AMPS Board of Directors, as needed.

The DCA Principal, in partnership with members of the Home Office team, is responsible for the selection, employment, and release of all school-site staff. To ensure the selection of the highest quality staff, the following selection process is follows.

*Table 4.1: Employee Selection Process*

| | Phase | Responsible Party | Steps |
|---|---|---|---|
| 1 | Discuss Need | Human Resources Coordinator | Discuss hiring needs with your supervisor and receive their approval, in writing, to post an open position.<br><br>Note: If the role is in addition to the current staffing model, must discuss with the COS and CEO and conduct budget analysis |
| 2 | Job Posting Request | Human Resources Coordinator | Forward the approval to post the position to hrsupport@amethodschools.org. Make sure to include the position title and any additional pertinent information. |
| 3 | Job Posting | Human Resources/Talent Coordinator | Post job on Paylocity and EdJoin. Posting on Paylocity ensures that the posting is seen on multiple job boards such as Indeed. |
| 4 | Obtaining Resumes | Human Resources/Talent Coordinator | Human Resources/Talent Coordinator checks Paylocity for resumes and selects candidates to move to the screening phase. |
| 5 | Resume Screen | Human Resources Coordinator | Human Resources Coordinator schedules and conducts initial screening interviews and determines who moves forward to the next interview.<br><br>For teaching candidates, credential status should be confirmed at this time. |

| | | | |
|---|---|---|---|
| 6 | Scheduling Interview | Hiring Team | Hiring Team coordinates and schedules either zoom or in person interview with the candidate.<br><br>In person/follow-up interviews should be scheduled within a week after the initial screening. |
| 7 | Offer Request | Human Resources Coordinator | Once a candidate has been selected, the Human Resources Coordinator must fill out the Offer Letter Request Form to alert the Human Resources/Talent Coordinator to send an Offer Letter to the candidate. |
| 8 | Offer Request Approval | Human Resources/Talent Coordinator | Human Resources/Talent Coordinator reviews Offer Letter Requests by following the AMPS compensation guidelines, credentialing requirements.<br><br>If credential requirements are not met, candidates will not receive an offer letter. Human Resources/Talent Coordinator will review CTC to make sure that candidates hold the correct credential for the course. |
| 9 | Job Offer | Human Resources/Talent Coordinator | Human Resources/Talent Coordinator emails candidate an Offer Letter and requests return within 2 business days. Human Resources Coordinator is copied in communication. |
| 10 | Job Offer Response | Candidate | Candidate accepts or declines job offer. If the candidate does not respond within 3 days, the Human Resources/Talent Coordinator emails the Human Resources Coordinator so that the Human Resources Coordinator can follow up with candidate. |
| 11 | Pre-Employment Process | Human Resources/Talent Coordinator | After the Candidate accepts the job offer, the Human Resources/Talent Coordinator will send the Candidate the TB, Live Scan, and other hiring documents. The candidate will have 10 business days to complete and return. |

| | | | |
|---|---|---|---|
| 12 | New Hire Welcome | Human Resources/Talent Coordinator | Send welcome email to candidate informing them of new hire onboarding, details about what to bring to onboarding, and what they will receive at onboarding. Include Human Resources Coordinator in email. |
| 13 | Access | Human Resources/Talent Coordinator | Send request to Technology Department related to laptop, email, PowerSchool, etc. access if applicable.<br><br>Send a request to the Facilities Department related to keys if applicable. |
| 14 | Onboarding | Human Resources/Talent Coordinator | Meet with New Hire to have them sign any pending documentation, distribute access materials and employee badge, inform them of required training, and answer any questions the New Hire might have.<br><br>Note: New Hire cannot start until after they have been through Onboarding. |
| 15 | Training | Human Resources/Talent Coordinator | Provide access to New Hire for required SafeSchools (Vector) Trainings, CDE Trainings, and CPR. |
| 16 | Paylocity | Human Resources/Talent Coordinator | Ensure information is updated for New Hire on Paylocity and work with Payroll Department to ensure New Hire process is complete. |

## QUALIFICATIONS AND JOB DESCRIPTIONS FOR KEY POSITIONS

Amethod Public Schools as a charter management organization has an experienced Home Office team responsible for supporting the Charter School and its team in implementing a quality instructional program in alignment with the charter petition.

### Home Office Key Positions

The following positions are Amethod Public Schools' Home Office key positions that will support the Charter School in its operations. The organization chart and job descriptions will be revised as necessary to reflect the needs and priorities of the organization in service of its mission.

**Chief Executive Officer**
Reporting to the Amethod Public Schools' Board of Directors, the CEO provides strategic, financial, and operational leadership for AMPS, closely coordinating and working with the senior leadership team. The Chief Executive Officer will play an integral role in creating access and opportunity for some of the country's most chronically underserved students. They will embody dependability and consistency in prioritization, actively engage various AMPS constituent groups in pursuit of a strategic plan and harmonize human capital and other resources to ensure its meticulous execution. The CEO will represent AMPS to the larger stakeholder communities and hold the standard for quality and accountability across all aspects of the organization.

Qualifications:

- Master's Degree from an accredited institution of higher education.
- 5+ years of experience in a leadership role (within the charter sector preferred)
- Strong fiscal background and understanding of school budgeting and budget sources
- Knowledge of local, state, and federal laws applying to California public charter schools
- Bilingual, preferred

**Chief of Staff**
The Chief of Staff reports directly to the CEO and is the key individual responsible for coordinating priorities, managing key initiatives, strengthening communication across schools and departments, and ensuring that organization-wide work moves forward efficiently and in alignment with AMPS' mission and goals.

Qualifications:

- Master's Degree from an accredited institution of higher education.
- 5+ years of experience in a leadership role (within the charter sector preferred)
- Knowledge of local, state, and federal laws applying to California public charter schools
- Bilingual, preferred

**Senior Director of Students Services and Special Education**
The Senior Director of Student Services and Special Education reports directly to the CEO and is responsible for overseeing student support systems, special education programs, Section 504 services, intervention practices, compliance, and related services across AMPS schools to ensure students receive appropriate supports in alignment with AMPS' mission, applicable law, and each student's individual needs.

Qualifications:

- Master's Degree from an accredited institution of higher education
- 5+ years of experience in student services, special education, or school leadership, preferably within the charter sector.
- Valid California administrative credential, special education credential, pupil personnel services credential, or related credential preferred.
- Knowledge of local, state, and federal laws applying to California public charter schools, including special education, Section 504, student discipline, and student support requirements.
- Bilingual, preferred.

**Assistant Director of Student Services**
Reporting to the Senior Director of Students Services and Special Education, the Assistant Director of Student Services is responsible for supporting the development and implementation of school counseling programs, MTSS behavior strategies, mental health supports, career pathways, and college access programs. This role involves overseeing partnerships with academic institutions, community colleges, and business partners to ensure students' seamless transition from K-12 to college.

Qualifications:

- Master's degree in School Counseling or related field.
- Meet CA licensure and credentialing requirements in school counseling.
- Minimum of three (3) years of successful college counseling and career pathway experience.
- Strong understanding of learning management systems, student information systems, and educational data standards.
- Previous work experience in charter schools, preferred.

**Director of Curriculum and Instruction**
The Director of Curriculum and Instruction will be responsible for managing teaching and learning initiatives across our network of schools. This pivotal role requires someone who can execute the vision for instructional models and systems, ensuring consistency and excellence in teaching practices across all sites. The Director of Instruction will work closely with school leaders and teachers to foster a culture of continuous improvement and student success.

Qualifications:

- Bachelor's degree in education or related field (Master's degree preferred).
- 3+ years of experience in educational leadership roles, with a focus on teacher coaching, instructional improvement, and professional development design.
- Knowledge of state standards, assessment requirements, and educational policies.
- Demonstrated leadership abilities, including strategic planning, team building, and project management.
- Previous experience in charter schools, preferred.

**Marketing Manager**
The Marketing Manager is responsible for developing and implementing marketing, communications, outreach, and enrollment-related strategies that strengthen public awareness of AMPS schools, support family engagement, promote school programs and events, and ensure consistent messaging across digital platforms, print materials, community outreach, and organization-wide communications.

Qualifications:

- Bachelor's Degree from an accredited institution of higher education.
- 3+ years of experience in marketing, communications, public relations, community outreach, enrollment, or related field, preferably within education or the nonprofit sector.
- Experience managing social media, digital marketing, website content, newsletters, flyers, branding, and community-facing communications.
- Strong written and verbal communication skills, with the ability to develop clear, culturally responsive, and family-friendly materials.

- Knowledge of local communities served by AMPS schools and strategies for engaging diverse families, preferred.
- Bilingual, preferred.

**Business Manager**
The Business Manager is responsible for supporting the financial health and operational efficiency of AMPS by managing day-to-day financial operations, supporting budget development and monitoring, coordinating financial reporting, assisting with audit preparation, and ensuring accurate and timely completion of fiscal processes in collaboration with school leaders, the Home Office team, and the back office provider.

Qualifications:

- Bachelor's Degree in finance, accounting, business administration, or related field from an accredited institution of higher education.
- 3+ years of experience in finance, accounting, business operations, school operations, or related field, preferably within education or the nonprofit sector.
- Experience supporting budgets, payroll, accounts payable, accounts receivable, cash management, purchasing, and monthly close processes.
- Knowledge of GAAP, financial reporting standards, and local, state, and federal financial requirements applicable to California public charter schools.
- Ability to analyze financial data, prepare accurate reports, monitor budget activity, and communicate financial information clearly to school and organizational leaders.
- Experience coordinating audit documentation, compliance reporting, vendor payments, and fiscal procedures with internal teams and external partners.
- Previous experience in charter schools, preferred.

**Human Resources Coordinator**
The Human Resources Coordinator is responsible for supporting AMPS human resources functions, including recruitment, hiring, onboarding, employee records, compliance tracking, personnel documentation, HR communications, and coordination of employee life cycle processes to ensure that AMPS schools and departments are staffed and supported in alignment with the organization's mission, talent strategy, and applicable employment requirements.

Qualifications:

- Bachelor's Degree in human resources, business administration, management, education, or related field from an accredited institution of higher education.
- 2+ years of experience in human resources, talent operations, recruitment, employee onboarding, school operations, or related field, preferably within education or the nonprofit sector.
- Experience supporting recruitment, interview coordination, hiring processes, onboarding, employee records, personnel files, credential or compliance tracking, and HR communications.
- Knowledge of federal, state, and local employment laws, personnel practices, and confidentiality requirements applicable to California public schools or nonprofit organizations.
- Strong organizational skills and ability to manage timelines, maintain accurate records, coordinate multiple HR processes, and communicate clearly with employees, candidates, school leaders, and Home Office staff.
- Experience using HR information systems, applicant tracking systems, payroll platforms, or employee records systems, preferred.
- SHRM certification, HR certificate, or related professional certification, preferred.
- Bilingual, preferred.

**Data Manager**

The Data Manager is responsible for supporting AMPS data and assessment systems, including student performance data, assessment coordination, data dashboards, progress monitoring, reporting, and school-level data analysis to support data-informed decision-making, instructional improvement, compliance, and student achievement across AMPS schools.

Qualifications:

- Bachelor's Degree in education, data science, statistics, information systems, or related field from an accredited institution of higher education.

- 3+ years of experience in data management, assessment coordination, educational data analysis, school operations, or related field, preferably within education or the nonprofit sector.
- Experience analyzing student achievement data, benchmark assessment results, state assessment data, attendance data, intervention data, and schoolwide performance trends.
- Knowledge of California state standards, assessment requirements, accountability systems, and educational reporting requirements applicable to public charter schools.
- Experience supporting the administration of state assessments, benchmark assessments, internal assessments, and student progress monitoring systems.
- Ability to develop and maintain dashboards, reports, data trackers, and tools that provide clear and timely information to school leaders, instructional staff, and Home Office teams.
- Knowledge of MTSS and Response to Instruction and Intervention ("RtI²"), preferred.
- Previous experience in charter schools, preferred.

## Site Level Key Positions

The following positions are Richmond Charter Academy's key positions, and the qualifications needed for those roles. The organization chart and job descriptions will be revised as necessary to reflect the needs and priorities of the Charter School in service of its mission.

### Principal

The Principal is responsible for serving as the instructional, cultural, operational, and community leader of the Charter School by setting a clear vision, maintaining a safe and structured college-going environment, supporting high levels of student achievement, managing school operations and resources, developing teacher practice through observation and coaching, strengthening family and community engagement, and ensuring the school operates in alignment with AMPS' mission, applicable law, and the needs of students.

Qualifications:

- Bachelor's Degree from an accredited institution of higher education required.

- Master's Degree in education, educational leadership, curriculum and instruction, or related field preferred.
- Valid California teaching credential required.
- Valid California administrative services credential required, or eligibility for a California administrative services credential.
- At least four (4) years of successful teaching experience, preferably in an urban public charter school or similar public school setting.
- At least one (1) year of experience as an instructional leader, Assistant Principal, Dean, Principal, or equivalent school leadership role.
- Experience using student achievement data, classroom observation, coaching cycles, professional development, and progress monitoring to improve instruction and student outcomes.
- Knowledge of California state standards, assessment systems, public charter school requirements, student support systems, school budgeting, compliance, and applicable local, state, and federal laws.
- Ability to manage school revenues and expenses within the approved budget and work collaboratively with AMPS leadership, Home Office staff, teachers, students, families, and community partners.
- Strong communication, organizational, problem-solving, instructional leadership, and staff development skills.
- Bilingual, preferred.

**Dean of Instruction**

The Dean of Instruction reports to the Principal and serves as the instructional leader responsible for supporting the effective implementation of the instructional program at the school site. The Dean of Instruction is a member of the administrative team and supports instructional excellence by coaching and developing teachers, analyzing student achievement data, supporting professional development, monitoring curriculum implementation, strengthening instructional practices, and helping ensure that all students have access to rigorous, standards-aligned instruction.

Qualifications:

- Bachelor's Degree from an accredited institution of higher education.
- Valid California teaching credential required.

- 3+ years of successful teaching experience.
- Demonstrated track record of producing high levels of growth in student academic achievement.
- Experience as a teacher leader, instructional coach, department lead, Dean of Instruction, or similar instructional leadership role.
- Knowledge of California state standards, assessment systems, curriculum implementation, data analysis, instructional best practices, and intervention strategies.
- Experience observing classroom instruction, providing feedback, supporting coaching cycles, and facilitating professional development.
- Strong communication, collaboration, organization, and problem-solving skills.

**Dean of Students**

The Dean of Students is responsible for supporting the Principal in the development and implementation of the school's safety, student culture, discipline, student support, and operations program. The Dean of Students serves as a member of the administrative team and helps cultivate a positive, structured, inclusive, and achievement-oriented school environment by supporting students, families, teachers, and staff in the consistent implementation of school expectations, behavior systems, restorative practices, family communication, and student support strategies.

Qualifications:

- Bachelor's Degree from an accredited institution of higher education.
- Valid California credential preferred, including a Pupil Personnel Services credential, teaching credential, administrative services credential, or other related credential that supports student services, school culture, counseling, instructional leadership, or school administration.
- 3+ years of experience working with underserved youth in a school setting.
- Experience supporting student culture, behavior systems, student discipline, restorative practices, attendance, family engagement, or school operations.
- Demonstrated ability to support positive student outcomes through relationship-building, consistent implementation of school expectations, and collaboration with teachers, staff, students, and families.

- Knowledge of student support practices, behavior intervention, school safety, discipline procedures, family communication, and applicable student rights and due process requirements.
- Previous work experience in charter schools, preferred.
- Bilingual, preferred.

**Teacher**

The Teacher is responsible for providing high-quality, standards-aligned instruction that supports student achievement, fosters a positive and inclusive classroom environment, and advances the mission and goals of AMPS. Teachers develop and deliver effective lessons, use data to monitor student progress, adapt instruction to meet diverse learning needs, collaborate with colleagues, communicate with families, and contribute to a safe, structured, and achievement-oriented school community.

Qualifications:

- Bachelor's Degree or higher from a regionally accredited institution.
- Valid California teaching credential required for the assigned grade level and/or subject area, or eligibility and willingness to obtain the appropriate California teaching permit, intern credential, or credential authorization in accordance with applicable law.
- Demonstrated subject matter competence for the assigned teaching position.
- 1+ years of experience working in a school setting or with children or youth, preferred.
- Experience developing and implementing lesson plans aligned to California state standards and network-adopted curriculum.
- Ability to adapt instruction to meet the needs of diverse learners, including ELs, SWD, SED students, and students requiring intervention or enrichment.
- Strong classroom management skills and ability to establish clear routines, maintain a positive learning environment, and build strong relationships with students.
- Experience using formative and summative assessment data to monitor student progress, provide feedback, and implement individual or small group supports.

- Strong communication and collaboration skills, including the ability to communicate regularly with families regarding classroom activities, student progress, and student needs.
- Previous experience in charter schools, preferred.
- Bilingual, preferred.

**School Counselor**

The School Counselor is responsible for supporting students' academic, social-emotional, behavioral, college and career readiness, and personal development needs in alignment with AMPS' mission and the goals of the Charter School. The School Counselor provides individual and group counseling, supports crisis response and intervention, collaborates with teachers, families, and school leaders, connects students and families to appropriate resources, supports ERMHS services as authorized, and helps maintain a safe, inclusive, and supportive school environment that promotes student success.

Qualifications:

- Bachelor's Degree from an accredited institution of higher education required.
- Master's Degree in school counseling, counseling, psychology, social work, education, or related field preferred.
- Valid California Pupil Personnel Services credential in School Counseling required, or credential authorizing the employee to provide ERMHS services to pupils, completed or in progress, as applicable.
- At least two (2) years of school counseling experience or extensive experience working in urban school settings preferred.
- Experience providing academic, social-emotional, behavioral, college and career readiness, or student support services in a school setting.
- Understanding of ASCA school counseling standards.
- Knowledge of student counseling practices, crisis response, mandated reporting, student confidentiality, trauma-informed practices, restorative practices, and social-emotional learning.
- Ability to provide individual and group counseling, support intervention planning, participate in student support meetings, and collaborate with teachers, families, school leaders, and community partners.

- Experience supporting diverse student populations, including ELs, SWD, SED students, foster youth, homeless youth, and students requiring additional academic, behavioral, or social-emotional support.
- Strong communication, collaboration, organization, documentation, and problem-solving skills.
- Previous experience in charter schools, preferred.
- Bilingual, preferred.

**Support Staff**

DCA seeks administrative, operational, and student support staff who demonstrate the experience, skills, and judgment necessary to support the effective operation of the Charter School. DCA provides resources, training, and professional development opportunities to help staff remain informed of applicable laws, procedures, student needs, safety expectations, and operational requirements related to their job functions. All non-certificated staff possess experience, training, and expertise appropriate for their assigned positions.

Qualifications:

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities.

- High School Diploma or equivalent required.
- Minimum of one (1) year of work or volunteer experience in a job-related field required.
- Experience working in a school, nonprofit, community-based, youth-serving, or customer-service setting preferred.
- Ability to communicate effectively with students, families, staff, and community members.
- Commitment to serving students and families from historically underserved communities required.
- Commitment to DCA's mission, vision, school culture, and student support model required.
- Bilingual in English and Cantonese, or another language spoken by DCA families, preferred.

**Instructional Aide**
Under the supervision of the Principal or designee, the Instructional Aide supports teachers and students by providing direct classroom support, small group instruction, individual student assistance, supervision, and other instructional and student support services. The Instructional Aide helps reinforce classroom instruction, supports student engagement, assists with implementation of accommodations and intervention strategies as directed, and contributes to a safe, inclusive, and productive learning environment.

Qualifications:

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities.

- High School Diploma or equivalent, **and**
- Two years of college (48 units), **or**
- Associate's Degree (or higher), **or**
- Pass a local assessment of knowledge and skills in assisting in instruction in reading, writing, and mathematics. (Required)
    - Minimum of one (1) year of work or volunteer experience with children or youth required.
    - Experience supporting students in a school, after-school, tutoring, intervention, special education, or youth-serving setting preferred.
    - Ability to support classroom instruction, small group learning, student supervision, and implementation of teacher-directed supports.
    - Commitment to serving students and families from historically underserved communities required.
    - Commitment to DCA's mission, vision, school culture, and student support model required.
    - Bilingual in English and Cantonese, or another language spoken by DCA families, preferred.

## Performance Evaluations

Staff evaluations are performed at least two times per school year. The Principal and Deans are responsible for evaluating all teachers and support staff. The Home Office instructional team supports the sites with the evaluation process and ensures

compliance. The Principal is responsible for evaluating the Deans, and the Director of Curriculum and Instruction is responsible for evaluating the Principal. Home Office staff are evaluated by their immediate supervisor. The AMPS Board of Directors evaluates the Chief Executive Officer.

# Element 6 (Health and Safety)

***"The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the 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.

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 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 Education Code section 44691.

## Employee Screening Requirements

### Criminal 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.

### Tuberculosis 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.

***Procedures for Background Checks***

As required by Education Code Sections 44237 and 45125.1, the Charter School shall require all employees of Charter School, all volunteers who will be performing services that are not under the direct supervision of a Charter School employee, and any onsite independent contractors or vendors having unsupervised contact with students, to submit to criminal background checks and fingerprinting. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. The Charter School shall also comply with the provisions of AB 2534 (2024) requiring charter schools to inquire about any credible complaints or investigations related to egregious misconduct against applicants for employment. The Charter School shall maintain on file and available for inspection evidence that Charter School has performed criminal background checks and cleared for employment all employees prior to employment, and documentation that independent contractors and vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students. The Charter School shall also ensure that it requests and receives subsequent arrest notifications from the California Department of Justice to ensure the ongoing safety of its students. The Chief Executive Officer shall monitor compliance with this policy and report to the Charter School Board of Directors on a regular basis. The Chief of Staff will monitor the fingerprinting and background clearance of the Chief Executive Officer.

***Role of Staff as Mandated Child Abuse Reporters***

All employees will be mandated child abuse reporters ("mandated reporter") and will follow all applicable reporting laws, the same policies and procedures used by the County. Volunteers are also mandated reporters to the extent they are over 18 years of age and interact with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. Contractors are also mandated reporters to the extent their role requires contact with or supervision of pupils. The Charter School shall provide mandated reporter training to all mandated reporters annually in accordance with Education Code Section 44691. Individuals who completed the training provided by the State Department of Social Services and received a certificate of completion within the previous 12 months shall be deemed to satisfy the training requirements upon presentation of a certificate of completion to the Charter School.

***Tuberculosis Risk Assessment and Examination***

Employees, and volunteers who have frequent or prolonged contact with students, will be assessed and examined (if necessary) tested for tuberculosis prior to commencing employment and working with students, and for employees at least once each four years thereafter, as required by Education Code Section 49406.

The Charter School shall also require any 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 within the period of 60 days prior to employment/service and every four years, in accordance with Education Code Section 49406. Charter School shall maintain tuberculosis clearance records and certifications on file.

***Comprehensive Anti-Discrimination and Harassment Policies and Procedures***

The Charter School is committed to providing a campus that is free from discrimination and sexual harassment, as well as any harassment based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. The Charter School shall develop a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the Charter School's anti-discrimination and harassment policies.

A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code Section 231.6, and shall prominently and conspicuously display the poster in each bathroom and locker room at the schoolsite and in public areas at the schoolsite that are accessible to, and commonly frequented by, pupils.

The Charter School will comply with AB 715 (2025) and all applicable laws related thereto addressing anti-discrimination, including but not limited to curriculum and professional development.

Charter School will comply with AB 1369 (2025) regarding students' rights to wear traditional tribal regalia or recognized objects of religious or cultural significance, as determined by the student and the student's family, as an adornment at school graduation ceremonies or related school events.

***Immunizations***

All enrolled students, who receive classroom-based instruction will be 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 Sections 6000-6075. All rising 7th grade students must be immunized with a pertussis (whooping cough) vaccine booster. Records of student immunizations shall be maintained to the extent required for enrollment in public schools.

Upon a student's admission or advancement to 6th grade, the Charter School shall submit to the student and their parent or guardian a notification that advises students to adhere to current immunization guidelines regarding human papillomavirus ("HPV") before admission or advancement to 8th grade, consistent with the requirements of Education Code Section 48980.4 and Health and Safety Code Section 120336.

***Blood-borne Pathogens***

The Charter School shall meet state and federal standards for dealing with blood-borne pathogens and other potentially infectious materials in the workplace. The Board shall establish a 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"). 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 Charter School shall function as a drug, alcohol and smoke-free workplace.

***Medication in School***

The Charter School will adhere to Education Code Section 49423 regarding administration of medication in school. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members; per AB 1651 (2023), the Charter School shall store emergency epinephrine auto-injectors in an accessible location upon need for emergency use and include that location in annual notices required by law. To the extent the Charter School maintains a stock of albuterol inhalers to respond to respiratory distress in students, the Charter School shall comply with the requirements of Education Code Section 49414.7, including with respect to training, notices, and the stocking of albuterol inhalers.

***Facility Indicators***

The Charter School shall comply with Education Code Section 47610 by utilizing facilities that are either compliant with the Field Act or facilities that are compliant with the California Building Standards Code. The Charter School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required under Education Code Section 32001.

***School Meals***

The Charter School shall provide breakfast and lunch free of charge during each school day to any pupil who requests a meal without consideration of the pupil's eligibility for a federally funded free or reduced-price meal, with a maximum of one free meal for each meal service period in compliance with Education Code 49501.5. The meals provided under this paragraph shall be nutritionally adequate meals that qualify for federal reimbursement. The Charter School shall provide each student adequate time to eat as determined by the Charter School in consideration of available guidance.

***Vision/Hearing/Scoliosis***

Students will be screened for vision, hearing and scoliosis. The Charter School shall adhere to Education Code Section 49450 *et seq.* as applicable to the grade levels served by the school.

***Diabetes***

The Charter School shall make Type 1 Diabetes informational materials accessible to the parent/guardian of a pupil when the pupil is first enrolled in elementary school. The Charter School will provide an information sheet regarding Type 2 Diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but shall not be limited to, all of the following:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 diabetes.
3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
4. A description of treatments and prevention methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

***Suicide Prevention Policy***

The Charter School shall maintain a policy on student suicide prevention in accordance with Education Code Section 215. The Charter School shall review, at minimum every fifth year, its policy on pupil suicide prevention and, if necessary, update its policy. Pursuant to AB 58 (2021-22), the Charter School will also review and update its suicide prevention policy to incorporate best practices identified by the CDE's model policy, as revised. Pursuant to SB 1318 (2025), the Charter School shall specifically comply with all requirements regarding the adoption of a revised suicide prevention policy subject to review of the CDE's forthcoming model policy updates.

***Mental Health Education***

If the Charter School offers one or more courses in health education to students in middle or high school, the Charter School shall include in those courses instruction in mental health that meets the requirements of Education Code Section 51925, *et seq*.

***Mental Health Information***
The Charter School shall create and post a poster at the schoolsite identifying approaches and resources addressing student mental health in compliance with Education Code Section 49428.5. The poster shall be displayed in English and the primary language(s) spoken by 15 percent or more of students enrolled at the schoolsite. The poster shall be prominently and conspicuously displayed in appropriate public areas that are accessible to, and commonly frequented by, students at the schoolsite. The poster shall also be digitized and distributed online to students through social media, internet websites, portals, and learning platforms at the beginning of each school year.

***Prevention of Human Trafficking***
The Charter School shall identify and implement the most appropriate methods of informing parents and guardians of students in grades 6 through 8 of human trafficking prevention resources in compliance with Education Code Section 49381.

***Sexual Abuse Prevention***
The Charter School will comply with SB 848 (2025) regarding sexual abuse prevention efforts, including but not limited to requirements regarding the adoption of a professional boundaries policy, policy regarding school facilities, safety plan content, hiring process requirements to screen for prior egregious misconduct, and participation in the CTC data reporting system.

***Menstrual Products***
In compliance with Education Code Section 35292.6, the Charter School shall stock the Charter School's restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom.

The Charter School shall post a notice regarding the requirements of this paragraph in a prominent and conspicuous location in every restroom required to stock menstrual products. This notice shall include the text of Education Code Section 35292.6 and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.

***All Gender Restrooms***
In compliance with Education Code Section 35292.5, the Charter School shall provide and maintain at least one all-gender restroom for voluntary student use at each of its school sites that has more than one female restroom and more than one male restroom designated exclusively for student use. The restroom shall have signage identifying the bathroom as being open to all genders, it shall remain unlocked, unobstructed, and easily accessible by any student, and be available during school hours and school functions when students are present. The Charter School shall designate a staff

member to serve as a point of contact and to post a notice regarding these requirements.

***Recess***

Except where a field trip or other educational program is taking place, if the Charter School provides recess, to the extent required by Education Code Section 49056, the Charter School shall provide supervised and unstructured recess, distinct from physical education courses and mealtimes, of at least 30 minutes on regular instructional days and at least 15 minutes on early release days. The Charter School shall not restrict a student's recess unless there is an immediate threat to the physical safety of the student or one or more of their peers.

***School Safety Plan***

The Charter School shall adopt a School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include, but not limited to identification of appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School's procedures for complying with applicable laws related to school safety, including the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(N):

A. Child abuse reporting procedures
B. Routine and emergency disaster procedures
C. Policies for students who committed an act under Education Code Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
D. Procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
E. A discrimination and harassment policy consistent with Education Code Section 200
F. Provisions of any schoolwide dress code that prohibits students from wearing "gang-related apparel," if applicable
G. Procedures for safe ingress and egress of pupils, parents/guardians, and employees to and from the Charter School
H. A safe and orderly environment conducive to learning
I. The rules and procedures on school discipline adopted pursuant to Education Code Sections 35291, 35291.5
J. The rules and procedures on Charter School discipline procedures for conducting tactical responses to criminal incidents
K. If the comprehensive school safety plan includes procedures to prepare for active shooters or other armed assailants by conducting a drill, procedures that comply with Section 32282(a)(2)(K)(i)-(iv)
L. Procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a school bus serving the school

M. Procedures to respond to incidents involving an individual experiencing a sudden cardiac arrest or a similar life-threatening medical emergency while on school grounds
N. A protocol in the event a pupil is suffering or is reasonably believed to be suffering from an opioid overdose

The School Safety Plan shall be drafted specifically to the needs of the facility in conjunction with law enforcement and the Fire Marshal. Staff shall receive annual training on emergency response procedures, including evacuation protocols, appropriate "first responder" training or its equivalent, lockdown procedures, first aid response, and the use of emergency equipment such as fire extinguishers, epinephrine auto-injectors, and automated external defibrillators.

Disaster procedures included in the School Safety Plan shall address and include adaptions for students with disabilities. To the extent an employee, parent/guardian, educational rights holder, or student brings concerns regarding the procedures to the Executive Director and, if there is merit to the concern, the Executive Director shall direct the School Safety Plan to be modified accordingly.

The Charter School shall develop an instructional continuity plan, consistent with Education Code Section 32282(a)(3), to establish communication with students and their families and provide instruction to students when in-person instruction is disrupted due to an emergency pursuant to Education Code Sections 41422 or 46392(a).

***Family Educational Rights and Privacy Act ("FERPA")***
The Charter School, including its employees and officers, shall comply with the Family Educational Rights and Privacy Act at all times.

***California Healthy Youth Act***
The Charter School shall teach sexual health education and human immunodeficiency virus ("HIV") prevention education to students in grades 7-8, at least once in middle school, pursuant to the California Healthy Youth Act (Education Code Section 51930, *et seq.*).

***Workplace Violence Prevention Plan***
The Charter School shall establish, implement, and maintain, at all times in all work areas, an effective violence prevention plan consistent with the requirements of Labor Code Section 6401.9.

***Supporting LGBTQ Students***
Ending with completion of the 2029-30 school year, the Charter School shall use an online training delivery platform and curriculum to provide at least one (1) hour of required LGBTQ cultural competency training annually to teachers and other

certificated employees and maintain records of such training as required by Education Code Section 218.

***SAFETY Act***

Pursuant to AB 1955 (2024), employees of the Charter School shall not be required to disclose any information related to a pupil's LGBTQ+ identity to any other person without the pupil's consent unless otherwise required by state or federal law. This provision shall not limit a parent's ability to request school records on behalf of their child.

***Homicide Threats***

The Charter School shall comply with all requirements under Education Code Sections 49390-49395 regarding mandatory reporting in response to homicidal threats. All employees and Board members who are alerted to or who observe any threat or perceived threat in writing or through an action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement.

***Bullying and Cyberbullying Prevention***

The Charter School shall adopt p bullying and cyberbullying prevention policies (in compliance with all requirements under AB 772 (2025) regarding the adoption of a policy addressing cyberbullying occurring outside school hours subject to review of the CDE's forthcoming model policy. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated school site employees and all other school site employees who have regular interaction with children.

***Athletic Programs***

The Charter School shall comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including but not limited to complying the requirements of Education Code Section 49475 regarding concussions/head injuries, and providing information to athletes regarding sudden cardiac arrest and annually providing each athlete an Opioid Factsheet for Patients.

In the event the Charter School participates in any interscholastic athletic programs, it shall comply with all applicable requirements, including, but not limited to, adopting a written emergency action plan for sudden cardiac arrest or other medical emergencies related to athletic programs, and acquiring at least one automated external defibrillator.

Further, the Charter School's emergency action plan shall describe the location of emergency medical equipment and include a description of the manner and frequency at which the procedures to be followed in the event of sudden cardiac arrest and other

medical emergencies, including concussion and heat illness will be rehearsed. Coach training shall include recognition of the signs and symptoms of and responding to concussions, heat illness, and cardiac arrest.

***Sports Injuries***
The Charter School shall comply with the requirements of Education Code Section 49475 regarding concussions/head injuries with respect to any athletic program offered by or on behalf of the Charter School.

***Immigration Enforcement***
The Charter School will comply with AB 49, SB 98, and SB 495 (2025) regarding protection of students, families, and employees related to immigration enforcement and related matters, and adopt all policies and school safety plan requirements indicated.

***Gun Safety Notice***
At the beginning of the first semester of each school year, the Charter School shall comply with Education Code Section 44392 and distribute a notice to the parents/guardians of each student addressing California's child gun access prevention laws and laws related to firearm safety utilizing the most updated model language published by the CDE.

***Transportation Services***
The Charter School shall comply with the requirements of AB 88 (2023-24), if applicable, relating to background checks, testing, and other requirements for individuals and entities providing transportation services for students.

***Extreme Weather Policy***
In accordance with Education Code Section 33355, the Charter School will develop, adopt, and implement a weather policy that includes protocols for extreme weather conditions, and incorporates the standardized guidelines developed by CDE on or before July 1, 2026.

***Smartphone Policy***
The Charter School will comply with AB 962 (2025) and all other laws regarding smartphone use policies.

## Element 7 (Balance of Racial/Ethnic, Special Education, and English Learner Students)

***"The means by which the charter school will achieve a balance of racial and ethnic 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)***

DCA is committed to creating a school community that reflects the diversity of the general population residing within the territorial jurisdiction of the District. DCA will strive to recruit middle school students from a range of racial, ethnic, linguistic, ability, and socioeconomic backgrounds preparing to excel in high school, college and career.

The Charter School will maintain an accurate accounting of the balance of racial and ethnic students, students with disabilities, ELs and RFEPs, and SED students enrolled in the Charter School and will use this information to determine where additional outreach efforts are needed. DCA is committed to being racially, ethnically, linguistically (including ELs and RFEPs), ability, and socioeconomically diverse. Recruitment materials will include information about the admission process

DCA intends to employ the following recruitment and outreach strategies in support of its commitment to ensuring a diverse student population reflective of the general population residing in the District:[5]

**Outreach and Recruitment Strategies**
DCA uses multiple outreach methods to ensure families receive clear and accessible information about the Charter School. DCA's outreach efforts include informational meetings, open houses, school tours, community presentations, resource fairs, community canvassing, direct mailers, digital advertising, social media, the school website, newsletters, flyers, local media, and participation in community events. Outreach materials explain DCA's mission, instructional program, grade levels served, application process, enrollment deadlines, lottery process, student supports, family engagement opportunities, and nondiscrimination commitments.

AMPS supports DCA's outreach and recruitment efforts through organization-wide systems, staffing, communications, and marketing resources. AMPS supports multilingual communications, digital marketing, social media, family engagement strategies, community outreach, and enrollment-related messaging across AMPS'

[5] These strategies are subject to modification or suspension where they are infeasible or impractical due to public health restrictions, e.g., a pandemic, or disaster event.

schools. When outreach is specific to DCA, school leaders and staff provide information regarding DCA's program, culture, services, supports, and enrollment process.

DCA and AMPS make reasonable efforts to provide outreach materials and key enrollment information in English, Cantonese, and other languages as the need arises. DCA also provides translation, accessible formats, and individualized assistance for families who need support understanding the program, completing interest forms, submitting applications, attending information sessions, or participating in registration after admission. These efforts reduce barriers related to language, disability, technology access, transportation, work schedules, or unfamiliarity with the Charter School enrollment process.

DCA partners with educational partners and community organizations to strengthen outreach and build trust with families. Outreach includes collaboration with community leaders, neighborhood associations, youth organizations, libraries, recreation centers, community centers, family-serving agencies, local businesses, faith-based organizations, markets, restaurants, athletic teams and leagues, and other local organizations that serve families in Oakland. DCA also attends school option fairs, community fairs, city events, neighborhood events, and other public gatherings where families can learn about available public school options. AMPS may support these efforts by helping coordinate organization-wide outreach strategies, materials, staffing, and communications.

DCA conducts outreach to families of elementary students preparing to transition to middle school, including students attending other AMPS schools and schools in the surrounding community. Presentations and information sessions are provided to 5th grade students and families to explain DCA's academic program, school culture, enrichment opportunities, intervention supports, student support services, and enrollment process. These activities are informational only and do not restrict, screen, or condition eligibility for admission.

**Outreach and Recruitment Strategies to Ensure Diverse School Community**

DCA makes specific efforts to ensure that families of SWD understand that the Charter School is open to SWD and provides access to special education and related services consistent with applicable law. Outreach materials and information sessions describe DCA's inclusive instructional practices, Section 504 supports, special education responsibilities, related services, accommodations, and coordination with the appropriate SELPA, chartering authority, or service providers, as applicable. These efforts ensure families of SWD receive accurate information and are not discouraged from applying or enrolling.

For ELs and RFEP students, DCA provides information regarding language development supports, integrated and designated ELD, access to grade-level instruction, reclassification criteria, RFEP monitoring, and intervention supports. Families are informed that ELs receive meaningful access to DCA's educational

program while developing English proficiency and that RFEP students are monitored after reclassification and supported if academic concerns arise.

For SED students and families, DCA provides information regarding academic intervention, instructional materials, technology access, meals, school supplies, enrichment opportunities, extracurricular activities, family communication, counseling, social-emotional supports, and other student resources. DCA supports families in completing required forms for admission and enrollment, and works to reduce barriers related to cost, transportation, technology, and communication.

DCA seeks to employ and retain a diverse staff that reflects and respects the community served by the Charter School. Staff involved in outreach and recruitment are trained to communicate clearly with families, provide accurate information, avoid discouraging language, and refer families to appropriate staff when questions arise regarding enrollment, language access, special education, Section 504, or student supports. AMPS may also provide organization-wide support through staff such as an External Affairs Manager, Community Coordinator, school leaders, teachers, family volunteers, and community partners to support outreach and recruitment.

DCA maintains documentation of outreach and recruitment activities, including copies of materials, dates of events, locations of outreach, languages used, partner organizations, and participation information when available. AMPS may assist DCA with organization-wide systems for tracking outreach, communications, marketing activities, and enrollment-related data. DCA also reviews enrollment and outreach data to evaluate whether its efforts are reaching families across the community. This review includes application trends, enrollment trends, open house attendance, website traffic, social media engagement, family survey feedback, and participation in community events.

As part of its continuous improvement process, DCA periodically reviews the effectiveness of its outreach and recruitment strategies and makes adjustments as needed. AMPS may support this process by reviewing organization-wide outreach data, marketing trends, family engagement feedback, and recruitment strategies across AMPS schools. Adjustments may include revising messaging, expanding language access, identifying new community partners, increasing outreach in underrepresented neighborhoods, improving digital communication, adding family information sessions, and strengthening direct support for families completing enrollment materials.

Through these outreach and recruitment strategies, DCA provides broad, inclusive, and legally compliant access to its public charter school program. DCA's outreach efforts focus on building trust with families, communicating clearly, reducing barriers, welcoming all students, and ensuring that students from diverse racial, ethnic, linguistic, socioeconomic, and ability backgrounds are encouraged to consider DCA as a public school option.

## Element 8 (Admissions Policies and Procedures)

***"Admission policies and procedures, consistent with subdivision (e) [of Education Code section 47605]." – Ed. Code § 47605(c)(5)(H)***

**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 comply with all requirements related to admissions preferences found in Education Code section 47605(e)(2)(B).

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 student on the based upon the characteristics listed in Section 220 (actual or perceived disability, gender, gender expression, gender identity, nationality, race or ethnicity, religion, sexual orientation, or any other characteristics that are contained in the definition of hate crimes as set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics).

The Charter School shall admit all students who wish to attend the Charter School. There will not be a test or assessment shall be administered to students prior to acceptance and enrollment into the Charter School. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the student or their parent/guardian within the State, except as otherwise required by law. In accordance with Education Code Sections 49011 and 47605(e)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

In accordance with Education Code Section 47605(e)(4)(A), the Charter School 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), including 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. Similarly, in accordance with Section 47605(e)(4)(C), the 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, including, but not limited to the academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), as listed above.

Pursuant to Education Code Section 47605(e)(4)(D), the Charter School shall post a notice developed by the CDE on the Charter School website, outlining the requirements of Section 47605(e)(4), and make this notice available to parents/guardians.

**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 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.

**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.

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.

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 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 their parent cannot, has not, or will not provide volunteer service to Charter School.

**Admission Process**

Formal recruitment of incoming students begins each Fall semester for the following school year. The Charter School shall require students who wish to attend the Charter School to complete an application form. The Charter School will have a publicly advertised open application period each year for enrollment in the following school year. 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/guardians. The Charter School uses a lottery application form through the Oakland Enrolls consortium website which allows parents and guardians to apply to DCA and to a number of other Oakland Charter Schools. Parents and guardians only need to complete one form and apply to multiple Charter Schools. Parents/guardians can receive direct assistance with the application process either over the phone or in person. The Charter School also includes a direct manner for parents and guardians to apply directly to DCA. The application includes the following:

- Student Name
- Parent or Guardian Name
- Email Address
- Telephone Number
- Grade Level
- Preferred Campus

**Public Random Drawing "Lottery" Description**

Applications will be accepted during a publicly advertised open enrollment period each year for enrollment in the following school year. In the event that the number of students seeking admission to any grade or class exceeds capacity, the Charter School will hold a public random drawing (or "lottery") in accordance with Education Code Section 47605(e)(2)(B), with the exception of currently enrolled students, who are guaranteed admission in the following year.

In addition to the general lottery preferences, DCA will provide a one-time admissions

preference in 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, and all future lotteries will follow the standard preference order described herein.

**Admission Preferences**

Admission preferences shall be given to the following students in the following order:

1. Students experiencing homelessness, as defined under the McKinney-Vento Homeless Assistance Act
2. Year 1 (2026-27) only: Students displaced from Oakland Charter Academy due to the school's closure
3. Siblings of students admitted to or attending the Charter School
4. Students who are enrolled in the immediate prior grade level of another Amethod Public Schools charter school
5. Children of the Charter School's teachers and staff (not to exceed 10% of total enrollment)
6. Students who are currently enrolled in or who reside in the elementary school attendance area of the local public elementary school where the Charter School is located (for purposes of the SB740 Charter School Facility Grant Program)
7. Residents of the District
8. All other students

The Charter School and the District agree to adhere to the requirements related to admission preferences as set forth in Education Code Section 47605(e)(2)(B)(i)-(iv).

**Public Random Drawing "Lottery" Process**

Applications are accepted during a publicly advertised open enrollment period each year for enrollment in the following school year. Admission criteria are developed on a non-discriminatory basis. If the number of applicants exceeds the number of available spaces, a public random drawing is held in accordance with Education Code Section 47605(e)(2)(B). The application materials will specifically identify the application deadline and the date of the lottery. All applicants are also informed of the date and location of the lottery, as detailed below.

The Charter School's application process is comprised of the following steps:

1. The Charter School participates in Oakland Enrolls. The Charter School also includes a direct manner for parents and guardians to apply directly to DCA from the Charter School's website. Oakland Enrolls manages a single common application and timeline for charter schools in OUSD. Families apply online via SchoolMint for each child who is interested in attending the Charter School. Oakland Enrolls and SchoolMint organize and oversee the lottery process. The

Chief Strategy and Compliance Officer, the Principal, and the Registrar are responsible for ensuring that the lottery process is followed fairly, accurately, and in a timely manner from start to finish. Monthly meetings between Oakland Enrolls and charter representatives address lottery procedures in detail starting in September and train the employees who will be helping families through the application and enrollment process. Full accounts of the process, procedures, and updates are reported by the Registrar and Principal to the Chief Strategy and Compliance Officer.

2. Applications will be accepted during a publicly advertised open enrollment period, which occurs from November to mid-February of each year for enrollment in the following school year. The Charter School holds at least one open house and an enrollment information session during the open enrollment period. Additionally, comprehensive information on how to apply and the steps in the application and enrollment cycle are available on DCA's website and in the Charter School's front office.

3. Following the open enrollment period each year, applications shall be counted to determine whether 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(s), with the exception of existing students, who are guaranteed admission in the following school year.

4. The lottery will select names randomly through a computer-generated process starting with the lowest grade, taking into account admission preferences listed above, under "Admission Preferences." If there are more students in a preference category than there are spaces available, a random drawing will be held within that preference category until all available spaces are filled.

5. Open enrollment and lottery information is communicated through letters sent home, through phone, text, and email messages, and through the AMPS and DCA website. Families do not need to attend the school in-person on the day that the lottery is conducted in order to secure a spot.

6. All names will be drawn randomly to determine the students who are admitted and those who will be placed on the waitlist. The order of names drawn will determine the order of names on the waitlist.

7. At the conclusion of the lottery, students who were admitted will be notified by the Charter School Registrar, Administrative Assistant, and by text messages, phone, email, and/or mail within one week and asked to accept or decline the offer of admission usually within three weeks of notification date; this day is set by Oakland Enrolls (online, in person, by email, fax and any other means that would work for the family and school). All students who were not granted

admission due to capacity shall also be contacted and told their number on the waitlist. This waitlist will allow students the option of enrollment in the event of an opening during the current school year. No waitlist shall be carried over from one school year to the next school year.

8. Once a parent/guardian accepts the offer of admission, the Charter School contacts them so that they can submit enrollment registration forms. The Charter School's Registrar and Administrative Assistant will help any parents/guardians who need assistance in accepting the offer of admission and/or completing the registration forms. The Charter School will keep records of the lottery forms, procedures, accepted lists, and waitlists for a period of one year.

9. If a parent/guardian declines the offer of admission, that space will be offered to the next person on the waiting list, based on the order of names that was pulled from the lottery.

10. During the school year, if vacancies should arise, the Charter School will notify a parent/guardian based on the order of names that was pulled from the lottery on the waitlist to see if they would like to enroll their child. Typically, the Charter School makes separate calls on three different days as well as sending an email. If a parent/guardian does not respond after three days, they are removed from the waitlist and the next family is contacted.

**Enrollment Process**

After admission, students will be required to submit an enrollment packet, which shall include the following:

1. Student enrollment form
2. Proof of minimum age requirements (e.g., Birth Certificate)
3. Proof of Immunization
4. Home Language Survey
5. Parent Photo ID (e.g., Current CA Driver's License, Current CA State ID Card, Military ID/Orders)
6. Residency Document (e.g., Utility Bill, Lease Agreement)
7. Completion of Emergency Medical Information Form
8. Release of records[6]

[6] In accordance with Education Code Section 47605(e)(4)(B), the Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the Charter School before enrollment.

## Element 9 (Independent Financial Audits)

***"The manner in which annual, independent financial 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 authority." – Ed. Code § 47605(c)(5)(I)***

An annual independent financial audit of the books and records of the Charter School will be conducted as required by Education Code Sections 47605(c)(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 10 (Procedures by which Pupils Can Be Suspended or Expelled)

***"The procedures by which pupils can be suspended or expelled 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 that is consistent with all of the following:***

***(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 the pupil's side of the story.***

***(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:***

***(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) 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 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).

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.)

In addition to the procedures described herein, DCA shall implement its suspension and expulsion procedures in a manner that complies with applicable federal and state constitutional procedural and substantive due process requirements. DCA shall provide students and parents/guardians with notice of the alleged violation, an explanation of the evidence supporting the proposed disciplinary action, and a meaningful opportunity to be heard before a suspension or expulsion decision is imposed, except in emergency circumstances where immediate removal is necessary to protect the health or safety of students or staff.

DCA shall ensure that disciplinary decisions are based on evidence, are not arbitrary or capricious, and are proportionate to the nature of the conduct, the student's age and grade level, the surrounding circumstances, and any applicable legal protections. The Charter School shall maintain records of disciplinary incidents, provide translation or interpretation as needed, protect student confidentiality, and apply discipline policies consistently and without discrimination.

For students with disabilities or students suspected of having a disability, DCA shall comply with all applicable requirements of the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and applicable state law, including manifestation determination requirements, consideration of behavioral supports, provision of services during removals when required, and protections related to changes in placement. DCA shall also consider whether additional supports through MTSS, COST, SST, Section 504, special education, counseling, restorative practices, or other interventions are appropriate before, during, or after disciplinary action.

**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 Student Suspension and Expulsion Policy and Procedures have 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.

Consistent with this Policy, 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 seek a material revision of the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary policies and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed annually as part of the Family 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[7] are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this Policy and Procedures are available on request at the Principal'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 applicable provisions of the 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.

**Compliance with AB 1360**

No student shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the

[7] The Charter School shall ensure that a homeless student or youth's educational rights holder; a foster student or youth's educational rights holder, attorney, and county social worker; and an Indian student's tribal social worker and, if applicable county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and Procedures, the term "parent/guardian" shall include these parties.

action. The written notice shall be in the native language of the student or the student's parent/guardian or, if the student is a foster student or youth or a homeless student or youth, the student's educational rights holder, and shall inform the student, the student's parent/guardian, or educational rights holder of the basis for which the student is being involuntarily removed and the student's parent/guardian, or educational rights holder's right to request a hearing to challenge the involuntary removal. If a student's parent/guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent/guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below. Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student's independent study Master Agreement pursuant to Education Code Section 51747(c)(4).

## Procedures

### 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 student:

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, which includes, but is not limited to, electronic files and databases.

g) Stole or attempted to steal school property or private property, which includes, but is not limited to, electronic files and databases.

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 the student's own prescription products by a student.

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, which includes, but is not limited to, electronic files and databases.

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) 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.

n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

o) Engaged in, or attempted to engage in hazing. For the purposes of this policy, "hazing" means a method of initiation or preinitiation into a student 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 student. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.

p) Made terroristic threats against school officials and/or school property, which includes, but is not limited to, electronic files and databases. 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 their own safety or for their immediate family's safety, or for the protection of school property, or the personal property of the person threatened or their immediate family.

q) 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 students in any of grades 6 to 8, inclusive.

r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code 233©. This provision shall apply to students in any of grades 6 to 8, inclusive.

s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or 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 the rights of either school personnel or volunteers and/or student(s) rights by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 6 to 8, inclusive.

t) 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 their age, or for a person of their 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 their physical or mental health.
iii. Causing a reasonable student to experience substantial interference with their academic performance.
iv. Causing a reasonable student to experience substantial interference with their 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 student 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 student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
(c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
iii. An act of cyber sexual bullying.
(a) For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in 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 policy, "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.

u) A student 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 student 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)-(b).

v) 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 Principal 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 student:

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 Principal or designee's concurrence.

b) Brandished a knife at another person.

c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.

d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

*3.* Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the student:

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, which includes, but is not limited to, electronic files and databases.

g) Stole or attempted to steal school property or private property, which includes, but is not limited to, electronic files and databases.

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 the student's own prescription products by a student.

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, which includes, but is not limited to, electronic files and databases.

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) 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.

n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

o) Engaged in, or attempted to engage in hazing. For the purposes of this policy, "hazing" means a method of initiation or preinitiation into a student 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 student. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.

p) Made terroristic threats against school officials and/or school property, which includes, but is not limited to, electronic files and databases. 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 their own safety or for their immediate family's safety, or for the protection of school property, or the personal property of the person threatened or their immediate family.

q) 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 students in any of grades 6 to 8, inclusive.

r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 6 to 8, inclusive.

s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or 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 the rights of either school personnel or volunteers and/or student(s) rights by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades

6 to 8, inclusive.

t) 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 their age, or for a person of their 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 their physical or mental health.

iii. Causing a reasonable student to experience substantial interference with their academic performance.

iv. Causing a reasonable student to experience substantial interference with their 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 student 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 student for the purpose of bullying the student

and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.

(c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.

iii. An act of cyber sexual bullying.

(a) For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in 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 policy, "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.

u) A student 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 student 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)-(b).

v) 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 Principal 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 student:

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 Principal or designee's concurrence.

b) Brandished a knife at another person.

c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.

d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

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 student shall be provided due process rights of notice and a hearing as required in this policy.

The Charter School will use the following definitions:

- The term "knife" means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.
- 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 Principal

or the Principal's designee with the student and their parent/guardian and, whenever practical, the teacher, supervisor or the Charter School employee who referred the student to the Principal or designee.

The conference may be omitted if the Principal 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 student shall be informed of the reason for the disciplinary action and the evidence against the student and shall be given the opportunity to present their version and evidence in their defense, in accordance with Education Code Section 47605(c)(5)(J)(i). This conference shall be held within two (2) school days, unless the student 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 student for failure of the student's parent or guardian to attend a conference with the Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student'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(s) 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 Principal or Principal's designee, the student and the student's parent/guardian or representative will be invited to a conference to determine if the suspension for the student 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 student or the student's parent/guardian, unless the student and the student's parent/guardian fail to attend the conference.

This determination will be made by the Principal or designee upon either of the following: 1) the student's presence will be disruptive to the education process; or 2)

the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing.

4. ***Homework Assignments During Suspension***

In accordance with Education Code Section 47606.2(a), upon the request of a parent/guardian, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 8, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

**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 student 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 (30) school days after the Principal or designee determines that the student 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 student confidentiality rules under FERPA) unless the student 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 student. 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.
9. A statement that the pupil's parent/guardian may request a postponement of the hearing for good cause;
10. A statement that the parent/guardian can request reasonable accommodations or language support if needed during the hearing.

**F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses**

The Hearing Officer or Administrative Panel 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 student.

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 their right to (a) receive five (5) days notice of their scheduled testimony, (b) have up to two (2) adult support persons of their choosing present in the hearing at the time the complaining witness 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 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 the complaining witness 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 the complaining witness 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 person 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 their discretion to remove a person from the hearing whom they believe 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 student being expelled, the complaining witness shall have the right to have their 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, guardian, 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 student, 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 their testimony heard in a session closed to the public.

**I. Expulsion Decision**

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 or the Board ultimately decides not to expel, the student shall immediately be returned to their previous educational program.

**J. Written Notice to Expel**

The Principal 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 and the student's 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 Principal or designee shall send a copy of the written notice of the decision to expel to the chartering authority. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

**K. 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 chartering authority upon request.

**L. No Right to Appeal**

The student 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.

**M. Expelled Students/Alternative Education**

Parents/guardians of students 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.

**N. 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 (1) year from the date of expulsion when the student may reapply to the Charter School for readmission.

**O. Readmission or Admission of Previously Expelled Student**

The decision to readmit a student after the end of the student's expulsion term or to admit a previously expelled student from another school district or charter school who

has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in the sole discretion of the Board of Directors following a meeting with the Principal or designee and the student and the student's parent/guardian or representative to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Principal or designee shall make a recommendation to the Board of Directors following the meeting regarding the Principal's or designee's determination. The Board shall then make a final decision regarding readmission or admission of the student 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 student's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission or admission to the Charter School.

**P. Notice to Teachers**

The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

**Q. Notification of the School District of Residence**

Upon expelling any student, the Charter School shall notify the student's school district of residence immediately or as soon as practicable. Such notice shall include:

1. Completed expulsion documentation as required from the school district;

2. Documentation of the expulsion proceeding, including statement of specific facts supporting the expulsion and documentation that the Charter School's policies and procedures were followed;

3. Copy of parental notice of expulsion hearing;

4. Copy of expulsion notice provided to parent/guardian stating reason for expulsion, term of expulsion, rehabilitation plan, reinstatement notice with eligibility date and instructions for providing proof of student's compliance for reinstatement, appeal process, and options for enrollment.

5. If the student is eligible for special education, documentation related to expulsion in compliance with IDEA.

6. If the student is eligible for Section 504 accommodations, documentation that the Charter School conducted a manifestation determination meeting to address two questions:

    a) Was the misconduct caused by, or directly and substantially related to the student's disability?

b) Was the misconduct a direct result of the Charter School's failure to implement Section 504 Plan?

This notice will be sent to the student's district of residence. If the student is a resident of a school district other than the District, the Charter School must notify the Superintendent of the student's district of residence within thirty (30) days of the expulsion. Additionally, upon request of the receiving school district, the Charter School shall forward student records no later than ten (10) school days from the date of the request as stated in Education Code Section 49068(b).

**R. Outcome Data**

The Charter School shall gather and maintain all data related to placement, tracking, and monitoring of student suspensions, expulsions, and reinstatements, and make such outcome data readily available to the County upon request.

**S. 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

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 student's IEP/Section 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 alterative 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 student with a disability because of a violation of a code of student conduct, the Charter School, the parent/guardian, and relevant members of the IEP/Section 504 Team shall review all relevant information in the student's file, including the student's IEP/Section 504 Plan, any teacher observations, and any relevant information provided by the parents/guardians to determine:

a. If the conduct in question was caused by, or had a direct and substantial relationship to, the student's disability; or

b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/Section 504 Plan.

If the Charter School, the parent/guardian, and relevant members of the IEP/Section 504 Team determine that either of the above is applicable for the student, the conduct shall be determined to be a manifestation of the student's disability.

If the Charter School, the parent/guardian, and relevant members of the IEP/Section 504 Team make the determination that the conduct was a manifestation of the student's disability, the IEP/Section 504 Team shall:

a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such student, 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 student already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and

c. Return the student to the placement from which the student was removed, unless the parent/guardian 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/guardian, and relevant members of the IEP/Section 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/Section 504 Plan, then the Charter School may apply the relevant disciplinary procedures to students with 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/guardian of a student 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 student is substantially likely to result in injury to the student 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/guardian 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/guardian and the Charter School agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the student is substantially likely to result in injury to the student or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a student with a disability to the placement from which the student was removed; or (2) order a change in placement of a student with a disability to an appropriate interim alternative educational setting for not more than forty-five (45) school days if the hearing officer determines that maintaining the current placement of such student is substantially likely to result in injury to the student or to others.

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 student with a disability who violates a code of student conduct.

The Principal 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/Section 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

IDEA 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 student's teachers, that the student is in need of special education or related services.

b. The parent/guardian has requested an evaluation of the student.

c. The student's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the student, 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 students 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 parent/guardian; 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/guardian has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

## Element 11 (Employee Retirement Systems)

***"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." – Ed. Code § 47605(c)(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.

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 for every participating employee. Additionally, Amethod Public Schools also provides employees with access to a Flexible Benefit Plan that allows all employees access to a Flexible Spending Account (FSA), Dependent Care Flexible Spending Account, Studentcare benefits, and Commuter benefit Plans on a tax-free basis.

All Amethod Public School employees are covered by the Federal Social Security. The Payroll and Human Resources departments at AMPS shall be responsible for ensuring that appropriate arrangements for retirement coverage are made for all employees.

## Element 12 (Student Attendance Alternatives)

***"The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools." – Ed. Code § 47605(c)(5)(L)***

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, except to the extent that such a right is extended by the District.

Students of all Amethod Public School campuses are free to attend the existing local district schools rather than our schools. No student may be required to attend the Charter School. 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 on admission forms 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.

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 Charter School will transfer student records to and from appropriate schools as necessary.

## Element 13 (Employee Rights of Return)

***"The rights of an 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)***

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.

No public school district employee shall be required to work at the Charter School. 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 Amethod Public Schools 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 14 (Dispute Resolution)

***"The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter." – Ed. Code § 47605(c)(5)(N)***

**Procedures for Complaints against Charter School**

Charter School will establish complaint procedures 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.

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.

Charter School will designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under Title IX of the Education Amendments of 1972 (Title IX) and Section 504 of the Rehabilitation Act of 1973 (Section 504) including any investigation of any complaint filed with Charter School alleging its noncompliance with these laws or alleging any actions which would be prohibited by these laws. Charter School will notify all its students and employees of the name, office address, and telephone number of the designated employee or employees.

Charter School shall comply with the requirements of Education Code section 221.61 with respect to posting information regarding the filing complaints under Title IX, including but not limited to the following: 1) the name and contact information of the Title IX coordinator; 2) the rights of the pupil and the public and the responsibilities of the Charter School under Title IX; 3) a description of how to file a complaint under Title IX, including an explanation of the statute of limitations, how the complaint will be investigated and how the complainant may further pursue the complaint; and a link to the United States Department of Education Office for Civil rights complaint form.

Charter School will implement specific and continuing steps to notify applicants for admission and employment, students and parents of elementary and secondary school students, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with the recipient, that it does not discriminate on the basis of sex or mental or physical disability in the educational program or activity which it operates, and that it is required by Title IX and Section 504 not to discriminate in such a manner.

**Complaints by Students and Employees**

Charter School will adopt and publish grievance procedures providing for prompt and equitable resolution of student and employee complaints alleging any action, which would be prohibited by Title IX, or Section 504.

**Disputes between the District and the Charter School**

The staff and Governing Board members of Charter School agree to attempt to resolve all disputes between the District and Charter School 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.

Any controversy or claim arising out of or relating to the Charter between the District and Charter School, except any controversy or claim that in any way related to revocation of this Charter, shall be handled first through an informal process in accordance with the procedures set forth below.

(1) Any controversy or claim arising out of or relating to the Charter, except any controversy or claim that in any way related to revocation of 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(f), 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:

To Downtown Charter Academy
c/o Jillianne Whitefield, Principal

2000 Dennison Street
Oakland, CA 94606

To Director, Office of Charter Schools:
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, mail, or electronic mail.

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) 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) 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.

**Intent**

The goal of this dispute resolution process is to:

(1) Resolve disputes within the school in accordance with the school's adopted policies,
(2) Minimize the oversight burden on OUSD,
(3) Ensure a fair and timely resolution to disputes and
(4) Frame a charter oversight and renewal process and timeline as to avoid disputes regarding oversight and renewal matters.

Should any section of this Element pertaining to resolving disputes, be in conflict with District policies or desired protocols, then the Charter School is amenable to altering

said areas through the Memorandum of Understanding process to be mutually agreed upon.

**Public Comments**

The Charter School's staff, Governance Board members, and the District agree to attempt to resolve 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, guardians, volunteers, advisors, partner organizations, and AMPS Board of Directors shall be resolved by policies and processes developed by the Charter School.

The District shall not intervene in any such internal disputes without the consent of the Amethod Governance Board, and OUSD shall refer any complaints or reports regarding such disputes to the Amethod Governing Board or Chief Executive Officer for resolution pursuant to the Charter School's policies. OUSD agrees not to intervene or become involved in dispute unless evidence has been presented that some violation of this charter or related laws or agreements exists, or unless the Amethod Governing Board requests that OUSD intervene. In such cases, OUSD will provide written notification of such matters to the Chief Executive Officer and Amethod Public Schools Board President.

AMPS maintains a general complaint policy, as well as Uniform Complaint Policy and Procedures and Title IX complaint procedures, as required by state and federal law, respectively. AMPS will not, at any time, refer complaints regarding the Charter School to the District.

The Charter School's complaint procedures will include clear information with respect to the response timeline of the Charter School, whether the Charter 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 ombudsperson for situations in which the Chief Executive Officer is the subject of the complaint. The complaint procedures will be clearly articulated in the Charter School's Student and Family Handbook and Personnel Handbook. Parents/Guardian, students, Board members, volunteers, and staff at the Charter School shall be provided with a copy of the Charter School's policies and internal dispute resolution process.

## Element 15 (Closure Procedures)

***"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 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(h)) 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; the Charter lapses or is surrendered; or the Charter School ceases to serve students for at least half of an academic year.

### 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" posted on the California Department of Education website. All references to "Charter School" apply to Charter School, including its nonprofit corporation and governing board.

#### 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:

1. The OUSD Office of Charter Schools (OCS). Charter School shall provide 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 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 OCS.

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 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 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 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 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 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 OCS.

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:

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

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 OCS.

Records Retention and Transfer

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 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 submitted to OCS in accordance with District procedures.

4. Charter School must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.

5. Charter School must provide to OCS the name, title, and contact information of the person designated to maintain all Charter School personnel records 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. Charter School must provide to OCS and the designee a spreadsheet of personnel records of all active and 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.

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.

Financial Close-Out

After receiving notification of closure, the CDE 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, start up grants, or 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.

Charter School shall ensure completion of an independent final "closeout audit" within six months after the closure of Charter School that includes:

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:

1. Preliminary 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 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:

    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 closure of Charter School and, if necessary, the corporation, in accordance with the requirements of the Corporations Code.

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. Make final federal tax payments (employee taxes, etc.)

3. 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.

## Additional Provisions

### Insurance

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

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 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. 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. 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 OCS upon request.

All facilities the Charter School shall occupy are listed as follows:

| Facility Address | Maximum Capacity |
|---|---|
| 2000 Dennison Street<br>Oakland, CA 94606 | 550 |

Pest Management: Charter School shall comply with the Healthy Schools Act, Education Code section 17608, which details pest management requirements for schools.

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.

## Hold Harmless/Indemnification Provision

Charter School, through this Charter agrees to defend, indemnify, and hold harmless OUSD, its officers, directors, agents, representatives, employees, attorneys, 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

### District Oversight Costs

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 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. The oversight fee provided herein is separate and distinct from the charges arising under charter school facilities use agreements.

Third Party Contracts

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.

Special Education Revenue Adjustment/Payment for Services

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.

Audit and Inspection of Records

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 Office of Charter Schools, or in coordination with FCMAT, or 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,
- 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,
- Charter School's enrollment process, suspension and expulsion procedures, and parent involvement practices,
- Compliance with safety plans and procedures, and
- Compliance with applicable grant requirements.

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 business days' notice to Charter School. In extreme circumstances when 30 business days' notice may defeat the purpose of the audit, the District may conduct the audit upon 24 hours' notice.

In addition, if an allegation of waste, fraud, or abuse of power related to Charter School operations is received by the District, Charter School shall be expected to cooperate with any investigation undertaken by the Office of Charter Schools.

**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
  - Second interim financial report
  - Final unaudited report
- Other audit-related, attendance, and/or enrollment information and reports:
  - Annual independent audit report (Ed. Code § 47605(m))
  - Independent Auditor Selection Form (Ed. Code § 41020(f)(1))
  - 20 day attendance report (Ed. Code § 47652(a))
  - Monthly attendance reports
  - Principal Apportionment Data (P1, P2, and P-Annual)
  - 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.

## Budgets and Financial Reporting

***The petitioner or petitioners also shall 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. Education Code Section 47605(h)***

The Charter School shall annually prepare and submit the following reports to the District and the County Superintendent of Schools as follows in accordance with Education Code Section 47604.33 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.
2. By July 1, an LCAP and an annual update to the LCAP required pursuant to Education Code Section 47606.5.
3. 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, California Department of Education, and Alameda County Superintendent of Schools.
4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
5. 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 School's receipts and expenditures for the preceding fiscal year.

The Charter School agrees to and submits to the right of the District to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607.

Pursuant to Education Code Section 47604.3, the Charter School shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records from the District. The Charter School shall comply with Education Code Section 476304.4 related to the County Superintendent's authority to monitor and investigate charter schools.

**Insurance**
AMPS shall acquire and finance general liability, workers' compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance. Coverage amounts shall be determined by requirements of the District and recommendations of AMPS's insurance company, and shall be consistent with that typically carried by schools of similar size, location, and student population. The District Board of Education, the District, its officers and employees shall be named an additional insured on the general liability insurance that AMPS maintains for the operation of DCA. AMPS will provide evidence of the above insurance coverage to the District. The District shall be notified in writing 10 days prior to cancellation of insurance.

AMPS will institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

**District Oversight**
Pursuant to California law, the District will be required to provide oversight and performance monitoring services, including monitoring school and student performance data, reviewing the Charter School's audit reports, performing annual site visits, engaging in any necessary dispute resolution processes, and considering charter amendment and renewal requests.

In accordance with Education Code Section 47613(a), the District may charge for the actual cost of supervisorial oversight of the Charter School not to exceed one (1) percent of the revenue of the Charter School. The District may charge up to three (3) percent of the revenue of the Charter School if the Charter School is able to obtain substantially rent free facilities from District. Pursuant to Education Code Section 47613(f), "revenue of the charter school" is defined as the amount received in the current fiscal year from the Local Control Funding Formula calculated pursuant to Education Code Section 42238.02, as implemented by Education Code Section 42238.03.

## Administrative Services

***Governing Law: "The manner in which administrative services of the school are to be provided." Education Code Section 47605(h).***

The Chief Executive Officer will assume the lead role and responsibility for administering the Charter School under the policies adopted by the Board and securing any administrative services that AMPS finds advantageous to outsource to third parties.

AMPS will outsource some of these functions to an appropriately, qualified third-party contractor, such as Charter Impact, who specializes in implementing school business practices and has the expertise to carry out these administrative functions. The Chief Executive Officer oversees the work of the business services company, which handles all back-office business functions, including accounts payable/receivable, general accounting, payroll, and insurance and benefits administration. The company works with the Charter School to ensure that all reporting is submitted accurately and in a timely way, including all government financial reporting, attendance reporting, and payroll/benefits reporting. The company also assists AMPS staff and Board on business issues that arise during the year, financial modeling of programs, and others. The company helps the Chief Executive Officer and the Board create and monitor the annual budget and provides monthly financials, cash flow projections and analyses. Charter Impact has worked with the Board and staff to establish appropriate fiscal controls, consistent with industry practice, such as distributed responsibilities related to invoice and check signing approvals and careful cash management policies. AMPS and Charter Impact shall provide timely submissions of calendared items by respective due dates and requests for information.

The cost of these services are shared by DCA and the other LEAs that AMPS operates via a cost sharing mechanism that is approved by the AMPS' Board on an annual basis. Such costs will be reviewed by the Board annually to determine whether the costs are comparable to that which is typical at other charter school operators and reasonable relative to the cost that the Charter School would otherwise incur to secure similar services elsewhere.

At any time, the Charter School may discuss the possibility of purchasing administrative services from the District or County. If the District or County is available and willing to provide such services, the specific terms and cost for these services will be the subject to a Memorandum of Understanding between the Charter School and the District or the County, or other mutually agreeable contract.

## Facilities

***Governing Law: "The facilities to be used 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(h).***

Downtown Charter Academy is located at 2000 Dennison Street, Oakland CA 94606. The facility leased by the Charter School is the size and suitability to support a student enrollment of 330 students and the staff. Any school facilities leased by AMPS shall comply with federal, state, and local building and zoning regulations as applicable to Charter Schools.

Nothing in this Section shall be interpreted to be a waiver of the Charter School's right to request facilities pursuant to Education Code Section 47614 ("Prop 39"). At this time, there is no intent to request facilities from the District.

## Potential Civil Liability Effects

***Potential civil liability effects, if any, upon the charter school and upon the school district. Education Code Section 47605(h)***

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(d), an authority 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.

## Conclusion

By approving this charter renewal petition, Oakland Unified School District will be fulfilling the intent of the Charter Schools Act to improve student learning; increase learning opportunities for all students with special emphasis on expanded learning opportunities for all students who are identified as academically low performing; create new professional opportunities for teachers; and provide parents/guardians and students 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. By approving this charter renewal petition, the District will be considering DCA's schoolwide and student subgroup performance on the state and local indicators on the California School Dashboard including academic achievement in ELA, academic achievement in math, and EL progress. In regard to the community impact, DCA is a well-established Charter School that has been serving students in Richmond since 2017 so it will not substantially undermine existing District services, academic or program offerings. The Petitioner looks forward to DCA's continued

autonomous operation, pursuant to rigorous standards of accountability, while also working cooperatively with the District. To this end, DCA pledges to work collaboratively with the District to address any concerns regarding this document, or any aspect of AMPS's program, in furtherance of its petition to renewal of DCA's charter for another five (5) year term from July 1, 2027 through and including June 30, 2032.

# Coversheet

## Review and Consideration of Approval of Annual Notices

**Section:** V. Business ll
**Item:** AU. Review and Consideration of Approval of Annual Notices
**Purpose:** Vote
**Submitted by:**
**Related Material:**
DRAFT_Amethod_Public_Schools_Annual_Notice_Packet (4936-8020-9324.v1).docx (3).pdf
REDLINE_DRAFT_Amethod_Public_Schools_Annual_Notice_Packet (4936-8020-9324.v1).pdf

BACKGROUND:

California law requires charter schools to annually provide parents and guardians with notices regarding student rights, school policies, health and safety information, educational programs, complaint procedures, and other legally required disclosures. These notifications ensure that families are informed of their rights and responsibilities and have access to important information regarding school operations and student services.

The Annual Notices have been reviewed and updated to reflect current legal requirements, regulatory guidance, and school policies for the 2026–2027 school year

RECOMMENDATION:

Staff recommends that the Board of Directors approve the 2026–2027 Annual Notices

# Amethod Public Schools




2026-2027

# Annual Notice Packet

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Instructional Program

Availability of Prospectus

Upon request, the Charter School will make available to any parent or legal guardian, a school prospectus, which shall include the curriculum, including titles, descriptions, and instructional aims of every course offered. Please note that, pursuant to law, the Charter School may charge for the prospectus in an amount not to exceed the cost of duplication.

College Preparatory Course Offerings *(for schools serving students admitted or advancing to grades 7-12)*

Students enrolled in grades 10th and 12th have the option of concurrently enrolling in courses for college credit.

For a full list of courses and completing the enrollment process, contact the College Advisors.

Teacher Qualification Information

As the Charter School receives Title I federal funds through the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA"), all parents/guardians of students attending the Charter School may request information regarding the professional qualifications of classroom teachers and/or paraprofessionals, including at a minimum:

1. Whether the student's teacher:
   a. Has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
   b. Is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
   c. Is teaching in the field of discipline of the certification of the teacher; and
2. Whether the child is provided services by paraprofessionals and, if so, their qualifications.

Upon request, the Charter School will provide the information to the parents/guardians in a timely manner. Parents/guardians may contact the Chief Executive Officer at ceo@amethodschools.org to obtain this information.

Information Regarding Financial Aid

The Charter School shall ensure that each of its students receives information on how to properly complete and submit the 1) Free Application for Federal Student Aid (FAFSA) or
2) the California Dream Act Application as appropriate, at least once before the student enters 12th grade. The Charter School will provide a paper copy of the FAFSA or the California Dream Act Application upon request.

- The FAFSA form and information regarding the FAFSA are available at: o https://studentaid.gov/h/apply-for-aid/fafsa
- The California Dream Act Application and information regarding the California Dream Act is available at:

- https://www.csac.ca.gov/post/resources-california-dream-act-application

The Charter School shall confirm that each of its students in grade 12 completes and submits a FAFSA to the United States Department of Education, or if the student is exempt from paying nonresident tuition pursuant to Education Code section 68130.5, a California Dream Act Application to the Student Aid Commission. Students who are exempt or whose parent/guardian (if the student is a minor) have opted-out will not be required to comply.

YouthTruth Survey

The Charter School will administer the YouthTruth Survey to students. The YouthTruth Survey is an anonymous, confidential survey of school climate and safety, student wellness, and youth resiliency that enables the Charter School to collect and analyze data regarding local youth health risks and behaviors, school connectedness, school climate, protective factors, and school violence.

Surveys About Personal Beliefs

Unless the student's parent/guardian gives written permission, a student will not be given any test, questionnaire, survey, or examination containing any questions about the student's, or the student's parents' or guardians' personal beliefs or practices in sex, family life, morality, or religion.

Campus Search and Seizure

The Charter School recognizes and has determined that the occurrence of incidents which may include the possession of firearms, weapons, alcohol, controlled substances, or other items of contraband prohibited by law or Charter School rules and regulations, jeopardizes the health, safety and welfare of students and Charter School employees.

The California Constitution requires that all students and staff of public schools have the inalienable right to attend campuses which are safe, secure, and peaceful. As such, Charter School has adopted a Policy outlining the reasonable search of students and their property, student use areas, and/or student lockers and the seizure of illegal, unsafe, unauthorized or contraband items and materials through a search based upon reasonable suspicion.

Student lockers, including P.E. lockers are school property and remain at all times under the control of the Charter School. Students shall assume full responsibility for the security of their lockers. Student lockers may not be used to store illegal, unauthorized, or contraband materials. The acceptance and use of locker facilities on school campus by any student shall constitute consent by the student to the search of such locker facilities by authorized school personnel and/or law enforcement. Inspections of lockers may be conducted by school personnel and/or law enforcement through the use of trained dogs.

A student's personal cell phone, smartphone, or other personal electronic device shall not be searched by school officials without a warrant, the student's consent, or a legitimate emergency, unless the device is lost or abandoned. An emergency is any *situation involving danger of death or serious physical injury to any person, that requires access to the information located or reasonably believed to be located on the electronic device.* If the Charter School has a good faith belief that the device is lost, stolen, or abandoned, the Charter School may only access electronic device

information in order to attempt to identify, verify, or contact the owner of the device.

The Charter School is not prohibited from seizing/confiscating a student's personal electronic device, without searching its contents, if the student's use or possession of the private electronic device is in violation of Charter School rules or regulations.

English Learners

The Charter School is committed to the success of its English Learners and support will be offered both within academic classes and in supplemental settings for students who need additional support for English language learning. The Charter School will meet all applicable legal requirements for English Learners as they pertain to annual notification to parents, student identification, placement, program options, English Learners and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. The Charter School will implement policies to assure proper placement, evaluation, and communication regarding English Learners and the rights of students and parents.

Sexual Health Education

The Charter School offers comprehensive sexual health education to its students in grades 7-12. A parent or guardian of a student has the right to excuse their child from all or part of comprehensive sexual health education, HIV prevention education, and assessments related to that education through a passive consent ("opt-out") process. The Charter School does not require active parental consent ("opt-in") for comprehensive sexual health education and HIV prevention education.

Parents and guardians may:

- Inspect written and audiovisual educational materials used in comprehensive sexual health education and HIV prevention education.
- Excuse their child from participation in comprehensive sexual health education and HIV prevention education in writing to the Charter School.
- Be informed whether the comprehensive sexual health or HIV/AIDS prevention education will be taught by Charter School personnel or outside consultants. When the Charter School chooses to use outside consultants or to hold an assembly with guest speakers to teach comprehensive sexual health or HIV/AIDS prevention education, be informed of:
    - The date of the instruction
    - The name of the organization or affiliation of each guest speaker
- Request a copy of Education Code sections 51930 through 51939.

Anonymous, voluntary, and confidential research and evaluation tools to measure students' health behaviors and risks (including tests, questionnaires, and surveys containing age-appropriate questions about the student's attitudes concerning or practices relating to sex) may be administered to students in grades 7-12. A parent or guardian has the right to excuse their child from the test, questionnaire, or survey through a passive consent ("opt-out") process. Parents or guardians shall be notified in writing that this test, questionnaire, or survey is to be administered, given the opportunity to review the test, questionnaire, or survey if they wish, notified of their right to excuse their child from the test, questionnaire, or survey, and informed that in order to excuse their child they must state their request in writing to the Charter School.

A student may not attend any class in comprehensive sexual health education or HIV prevention education, or participate in any anonymous, voluntary, and confidential test, questionnaire, or survey on student health behaviors and risks, if the Charter School has received a written request from the student's parent or guardian excusing the student from participation. An alternative educational activity shall be made available to students whose parents or guardians have requested that they not receive the instruction or participate in the test, questionnaire, or survey.

Special Education /Students with Disabilities

We are dedicated to the belief that all students can learn and must be guaranteed equal opportunity to become contributing members of the academic environment and society. The Charter School provides special education instruction and related services in accordance with the Individuals with Disabilities in Education Improvement Act ("IDEA"), Education Code requirements, and applicable policies and procedures of the El Dorado County SELPA services are available for special education students enrolled at the Charter School. We offer high quality educational programs and services for all our students in accordance with the assessed needs of each student. The Charter School collaborates with parents, the student, teachers, and other agencies, as may be indicated, in order to appropriately serve the educational needs of each student.

Pursuant to the IDEA and relevant state law, the Charter School is responsible for identifying, locating, and evaluating children enrolled at the Charter School with known or suspected disabilities to determine whether a need for special education and related services exists. This includes children with disabilities who are homeless or foster youth. The Charter School shall not deny nor discourage any student from enrollment solely due to a disability. If you believe your child may be eligible for special education services, please contact:

| School | Name/Title | Email | Phone |
|---|---|---|---|
| Benito Juarez Elementary | Michelle Walker, Principal | lawalker@amethodschools.org | 510-215-7009 |
| John Henry High School | Stacy Drakeford, Principal | sdrakeford@amethodschools.org | 510-235-2439 |
| Downtown Charter Academy | Jillianne Whitfield, Principal | jwhitfield@amethodschools.org | 510-535-1580 |
| Richmond Charter Academy | Jasmine Landers, Principal | jwilliams@amethodschools.org | 510-235-2465 |

Section 504

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 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 accommodations by the Charter School. The parent of any student suspected of needing or qualifying for accommodations under Section 504 may make

a referral for an evaluation to the Principal. A copy of the Charter School's Section 504 policies and procedures is available upon request at the main office.

State Testing

The Charter School shall annually administer required state testing to the applicable grades (e.g., the California Assessment of Student Performance and Progress ["CAASPP"].) Notwithstanding any other provision of law, a parent's or guardian's written request to Charter School officials to excuse their child from any or all parts of the CAASPP shall be granted. Upon request, parents have a right to information on the level of achievement of their student on every State academic assessment administered to the student.

Cal Grant Program Notice

The Charter School is required by state law to submit the Grade Point Average ("GPA") of all high school seniors by Oct. 1 of each year, unless the student over age 18 years
of age or parent/guardian for those under 18 years of age opt-out. Students currently in eleventh (11th) grade will be deemed a Cal Grant applicant, unless the student (or parent/guardian, if the student is under 18 years of age) has opted out by or before Feb 1.

CalKIDS Program Notice *(for high schools)*

California Kids Investment and Development Savings Program (CalKIDS) is a program established by the State of California that funds up to $1,500 in free money for eligible low-income public school students to save for college and career training. Visit CalKIDS.org for more information about your child's eligibility and to claim to you claim your child's account.

## Student Policies and Procedures

Involuntary Removal Process

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five (5) schooldays before the effective date of the action ("Involuntary Removal Notice"). The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder. The Involuntary Removal Notice shall include the charges against the student and an explanation of the student's basic rights including the right to request a hearing before the effective date of the action. The hearing shall be consistent with the Charter School's expulsion procedures. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the Charter School's suspension and expulsion policy.

Upon parent/guardian request for a hearing, the Charter School will provide notice of hearing consistent with its expulsion hearing process, through which the student has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the student has the right to bring legal counsel or an advocate. The notice of hearing

shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder and shall include a copy of the Charter School's expulsion hearing process.

If the parent/guardian is nonresponsive to the Involuntary Removal Notice, the Student will be disenrolled as of the effective date set forth in the Involuntary Removal Notice. If the parent/guardian requests a hearing and does not attend on the date scheduled for the hearing the student will be disenrolled effective the date of the hearing.

If as a result of the hearing the student is disenrolled, notice will be sent to the student's last known school district of residence within thirty (30) days.

A hearing decision not to disenroll the student does not prevent the Charter School from making a similar recommendation in the future should student truancy continue or reoccur.

Nondiscrimination Statement

The Charter School does not discriminate against any person on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, immigration status, religion, religious affiliation, sexual orientation, pregnancy, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code.

Charter School does not discriminate against any person on the basis of sex or gender in the operation, conduct, or administration of community youth athletics programs, or in the allocation of parks and recreation facilities and resources or school and recreation facilities and resources that support or enable these programs.

The Charter School Board of Directors ("Board") shall not refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction or any book or other resource in a school library on the basis that it includes a study of the role and contributions of Native Americans, African Americans, Latino Americans, Asian Americans, Pacific Islanders, European Americans, LGBTQ+ Americans, persons with disabilities, or members of other ethnic, cultural, religious, or socioeconomic status groups.

Instruction and instructional materials shall be factually accurate and align with the adopted curriculum and standards and be consistent with accepted standards of professional responsibility, rather than advocacy, personal opinion, bias, or partisanship. A teacher shall not give instruction and Charter School shall not sponsor any activity that promotes a discriminatory bias on the basis of race or ethnicity, gender, religion, disability, nationality, or sexual orientation, or pursuant to a characteristic listed in Section 220. Discriminatory bias in instruction and school-sponsored activities does not require a showing of direct harm to members of a protected group. Members of a protected group do not need to be present while the discriminatory bias is occurring for the act to be considered discriminatory bias. The Board shall take corrective action if it finds that instruction or school-sponsored activities are discriminatory.
The Board shall not adopt or approve the use of any textbook, instructional material, supplemental instructional material, professional development materials, or curriculum for classroom instruction if the use of such would subject a student to unlawful discrimination pursuant to Education Code section 220, or if the professional development materials or services promote, endorse, or

otherwise support actions or the use of any textbook, instructional material, supplemental instructional material, or curriculum which would subject a pupil to unlawful discrimination pursuant to Section 220.

If the Board knows or has reason to know that materials were used in a classroom, that professional development materials or services were used, or that an action occurred that violated Education Code section 220, the Board shall investigate and remediate the action, which may include, but is not limited to, the implementation of restorative justice practices.

The Charter School adheres to all provisions of federal law related to students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 ("ADA"), and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA").

The Charter School does not discourage students from enrolling or seeking to enroll in the Charter School for any reason, including, but not limited to, academic performance, disability, neglect or delinquency, English proficiency, for being homeless or a foster/mobile youth, economic disadvantage, nationality, race, ethnicity, or sexual orientation. The Charter School shall not encourage a student currently attending Charter School to disenroll or transfer to another school based on any of the aforementioned reasons except in cases of expulsion and suspension or involuntary removal in accordance with the Charter School's charter and relevant policies.

The Charter School does not request nor require student records prior to a student's enrollment.

The Charter School shall provide a copy of the California Department of Education Complaint Notice and Form to any parent, guardian, or student over the age of 18 at the following times: (1) when a parent, guardian, or student over of the age of 18 inquires about enrollment; (2) before conducting an enrollment lottery; and (3) before disenrollment of a student.

The Charter School is committed to providing an educational atmosphere that is free of unlawful harassment under Title IX of the Education Amendments of 1972 (sex); Titles IV, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin); The Age Discrimination Act of 1975; the IDEIA; and Section 504 and Title II of the ADA (mental or physical disability).

The Charter School also prohibits sexual harassment, including cyber sexual bullying, and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, religious affiliation, creed, color, immigration status, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation.

The Charter School does not condone or tolerate harassment of any type, including discrimination, intimidation, or bullying, including cyber sexual bullying, by any employee, independent contractor or other person with which the Charter School does business, or any other individual, student, or volunteer. This applies to all employees, students, or volunteers and relationships, regardless of position or gender.

Pursuant to California law and the California Attorney General's guidance to K-12 schools in responding to immigration issues ("Guidance"), Charter School provides equal access to free public education, regardless of a student's or their parent's or guardian's immigration status or

religious beliefs. The complete Guidance, including *Appendix G – Know Your Rights* can be reviewed via the following link: https://oag.ca.gov/sites/all/files/agweb/pdfs/bcj/school-guidance-model-k12.pdf.

The Charter School will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted. Inquiries, complaints, or grievances regarding harassment as described in this section, above, should be directed to the Charter School Uniform Complaint Procedures ("UCP") Compliance Officer:

Maria Arechiga
Chief of Staff
Amethod Public Schools
1450 Marina Way South Suite 300
Richmond, CA 94804
marechiga@amethodschools.org
Telephone: (510) 436-0172

The lack of English language skills will not be a barrier to admission or participation in The Charter School's programs or activities. Charter School prohibits retaliation against anyone who files a complaint or who participates or refuses to participate in a complaint investigation.

Notice Of Policy Regarding Immigration Enforcement Activity

Important: This notice summarizes our Policy Regarding Immigration Enforcement Activity. The complete policy is available in the main office and on the AMPS website: https://www.amethodschools.org/apps/pages/index.jsp?uREC_ID=376642&type=d&termREC_ID=&pREC_ID=1201064

Our COMMITMENT TO ALL STUDENTS
We provide a safe, welcoming environment for all students regardless of immigration status or religious beliefs. We limit immigration enforcement activities at our facilities consistent with California law.

YOUR RIGHTS AND PROTECTIONS
Non-Discrimination: We prohibit discrimination, harassment, intimidation, and bullying based on immigration status, nationality, race, ethnicity, citizenship status, religion, national origin, or ancestry. We promptly investigate all complaints and take appropriate action.

Enrollment: We do not request citizenship or immigration documentation for enrollment, other than documents we might review but not retain to establish a child's birthdate. We accept various documents to establish residence (utility bills, rental agreements, pay stubs, declarations of residency) and age (birth certificates, baptism certificates, passports, or affidavits). Students experiencing homelessness may enroll even without typical documentation if otherwise eligible.

Privacy of Information: We do not collect or maintain information about students' or families' citizenship or immigration status except when required by law for specific education programs. If we do, we collect such information separately from enrollment and do not use it to discriminate or prevent school attendance.

Social Security Numbers: We do not require Social Security numbers for enrollment. We may request the last four digits of an adult household member's number only to establish eligibility for free or reduced-price meals. Students can still qualify without providing this information if they meet income requirements.

INFORMATION SHARING LIMITS

We do not share student information that might indicate immigration or citizenship status unless authorized by the Family Educational Rights and Privacy Act (FERPA) or required by valid court orders, warrants, or subpoenas. We provide parents notice before responding to such requests (except in child abuse cases or when prohibited).

Immigration Enforcement Officers: Without written parental consent, we do not provide student information to immigration enforcement officers unless they present a valid judicial warrant, judicial subpoena, or court order signed by a judge. ICE administrative warrants do not authorize access to nonpublic school areas or student information.

CAMPUS ACCESS PROCEDURES

Immigration enforcement officers carrying out immigration enforcement activities may not enter nonpublic school areas without a valid judicial warrant or court order. In the event of an enforcement activity authorized by a judicial order, our staff will:

- Request credentials and documentation from any officer
- Contact the school site administrator before granting access
- Request that officers not interrupt instruction
- Document all interactions and notify parents, staff, and students pursuant to the procedures outlined in our Comprehensive School Safety Plan
- Report attempts to access campus or students to the California Department of Justice and to the Charter School Board of Directors

ANTI-BULLYING AND HATE CRIMES

We educate students about respecting all peers and the harmful effects of bullying based on protected characteristics. We train staff to eliminate hostile environments and respond to harassment. Students who experience hate crimes have the right to report them. Review our complete Harassment, Discrimination, Intimidation, & Bullying Policy and Uniform Complaint Procedures in the main office.

SUPPORT FOR FAMILIES

Emergency Contacts: You may update your student's emergency contact information anytime. We encourage you to include a trusted adult or multiple adults who can care for your child if you become unavailable. We use this information only for emergencies.

Caregivers Authorization Affidavit: We encourage families to support relative caregivers in completing a Caregivers Authorization Affidavit. We will rely on a signed, completed Affidavit to allow an authorized caregiver to enroll a student in school and to consent to school-related medical care. A parent's signature is not required on the Caregiver Authorization Affidavit. This form is available HERE.

If Parents Are Detained: We release students to emergency contacts or anyone with a Caregiver's Authorization Affidavit. We contact child protective services only if we cannot arrange care through provided contacts.

Family Safety Plans: We encourage families to develop safety plans identifying trusted adults who can care for students and locations of important documents (birth certificates, passports, medical information).

Resources for Detained Family Members:

- ICE Detainee Locator: https://locator.ice.gov/odls#/search
- Legal Assistance: California organizations accredited by Board of Immigration Appeals at https://www.justice.gov/eoir/recognition-accreditation-roster-reports; Self-Help Centers at http://www.courts.ca.gov/selfhelp-selfhelpcenters.htm

Consulates/Embassies: Contact your country of origin's consulate for assistance

Uniform Complaint Procedure ("UCP")

Charter School is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. The Charter School shall investigate and seek to resolve complaints using policies and procedures known as the Uniform Complaint Procedure ("UCP") adopted by our Governing Board for the following types of complaints:

1. Complaints alleging unlawful discrimination, harassment, intimidation, or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any Charter School program or activity. Unlawful discrimination includes, but is not limited to, noncompliance with Education Code section 243(a) or 244.

2. Complaints alleging a violation of state or federal law or regulation governing the following programs:

    - Accommodations for Pregnant, Parenting or Lactating Students;
    - Adult Education;
    - After School Education and Safety;
    - Career Technical and Technical Education;
    - Career Technical and Technical Training;
    - Child Care and Development Programs;
    - Consolidated Categorical Aid;
    - Education for graduation of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a public school, Migratory Children and Children of Military Families;
    - Every Student Succeeds Act;
    - Migrant Education Programs; and/or
    - Regional Occupational Centers and Programs

3. Complaints alleging noncompliance with laws relating to pupil fees. A student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity. A pupil fee includes, but is not limited to, all of the following:

- A fee charged to a student as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.
- A security deposit, or other payment, that a student is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
- A purchase that a student is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

Complaints of noncompliance with laws relating to pupil fees may be filed with the Executive Director[MMH1.1] or the Compliance Officer identified below.

4. Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula ("LCFF") or Local Control and Accountability Plans ("LCAP") under Education Code sections 47606.5 and 47607.3, as applicable. If the Charter School adopts a School Plan for Student Achievement ("SPSA") in addition to its LCAP, complaints of noncompliance with the requirements of the SPSA under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under the UCP.

5. Complaints alleging noncompliance regarding child nutrition programs established pursuant to Education Code sections 49490-49590 are governed by Title 7, Code of Federal Regulations ("C.F.R.") sections 210.19(a)(4), 215.1(a), 220.13(c), 225.11(b), 226.6(n), and 250.15(d) and Title 5, California Code of Regulations ("C.C.R.") sections 15580 - 15584.

6. Complaints alleging noncompliance regarding special education programs established pursuant to Education Code sections 56000-56865 and 59000-59300 are governed by the procedures set forth in 5 C.C.R. sections 3200-3205 and 34
C.F.R. sections 300.151-300.153.

7. Complaints regarding state preschool health and safety issues in local educational agencies exempt from licensing are governed by 5 C.C.R. sections 4690-4694, except as otherwise indicated.

Complaints other than complaints related to pupil fees must be filed in writing with the following Compliance Officer: Maria Arechiga
Chief of Staff
Amethod Public Schools
1450 Marina Way South Suite 300
Richmond, CA 94804
marechiga@amethodschools.org
Telephone: (510) 436-0172

Only complaints regarding pupil fees, LCAP , or noncompliance with Education Code section 243 or 244 may be filed anonymously and only if the anonymous complainant provides evidence or information leading to evidence to support an allegation of noncompliance with the respective applicable laws.

Complaints alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed

within six (6) months from the date the alleged discrimination, harassment, intimidation, or bullying, occurred or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying. All other complaints under the UCP shall be filed not later than one (1) year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation is the date on which the Charter School's Board of Directors approved the LCAP or the annual update was adopted by the Charter School.

The Compliance Officer responsible for investigating the complaint shall conduct and complete the investigation in accordance with California regulations and the Charter School's UCP Policy. The Compliance Officer shall provide the complainant with a final written investigation report ("Decision") within sixty (60) calendar days from the Charter School's receipt of the complaint. This sixty (60) calendar day time period may be extended by written agreement of the complainant.

The complainant has a right to appeal the Charter School's Decision to the California Department of Education ("CDE") by filing a written appeal within thirty (30) calendar days of the date of the Charter School's written Decision, except if the Charter School has used its UCP to address a complaint that is not subject to the UCP requirements. The appeal must include a copy of the complaint filed with the Charter School, a copy of the Charter School's Decision, and the complainant must specify and explain the basis for the appeal of the Decision, including at least one of the following:

1. The Charter School failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, the Charter School's Decision lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in the Charter School's Decision are not supported by substantial evidence.
4. The legal conclusion in the Charter School's Decision is inconsistent with the law.
5. In a case in which the Charter School's Decision found noncompliance, the corrective actions fail to provide a proper remedy.

A complainant who appeals the Charter School's Decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.

Within thirty (30) calendar days of the date of the CDE's appeal Decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction ("SSPI") or the SSPI's designee. The request for reconsideration shall specify and explain the reason(s) for contesting the findings of fact, conclusions of law, or corrective actions in the CDE's appeal Decision.

If Charter School fails to issue an investigation report within the required sixty (60) calendar day timeline, a party to a written complaint of prohibited discrimination may appeal directly to the SSPI. The complaint must provide evidence supporting the basis for direct filing and explain why immediate action is necessary.

Complaints alleging noncompliance with Education Code section 243 or 244 may be filed with the SSPI directly, and the SSPI may directly intervene without waiting for an investigation by the Charter School. The complainant shall present the SSPI with evidence that supports the basis for

the direct filing and why immediate action is necessary.

If a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.

If the Charter School finds merit in a UCP complaint, or the CDE finds merit in an appeal, the Charter School shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected student and/or parent/guardian as applicable.

A complainant may pursue available civil law remedies outside of the Charter School's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. Complainants alleging a violation of Education Code section 220, 243, 244, 51500, 51501, may seek civil remedies after sixty (60) calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if the Charter School has appropriately, and in a timely manner, apprised the complainant of the complainant's right to file a complaint in accordance with 5 C.C.R. § 4622.

A copy of the UCP shall be available upon request free of charge in the main office. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the UCP, please contact the Chief Executive Officer.

Lost or Damaged School Property

If a student willfully damages the Charter School's property or the personal property of a Charter School employee, or fails to return a textbook, library book, computer/tablet or other Charter School property that has been loaned to the student, the student's parents/guardians are liable for all damages caused by the student's misconduct not to exceed ten thousand dollars ($10,000), adjusted annually for inflation. After notifying the student's parent or guardian in writing of the student's alleged misconduct and affording the student due process, the Charter School may withhold the student's grades, transcripts, and high school diploma, until the damages have been paid. If the student and the student's parent/guardian are unable to pay for the damages or to return the property, Charter School will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. Upon completion of the voluntary work, the student's grades, transcripts, and high school diploma will be released.

Student Records, including Records Challenges and Directory Information, and CCGI Notice

The Family Educational Rights and Privacy Act ("FERPA") affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within five (5) business days after the day the Charter School receives a request for access. Parents or eligible students should submit to the Charter School Chief Executive Officer or designee a written request

that identifies the records they wish to inspect. The Charter School official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask the Charter School to amend a record should write the Charter School's Chief Executive Officer or designee, clearly identify the part of the record they want changed and specify why it should be changed. If the Charter School decides not to amend the record as requested by the parent or eligible student, the Charter School will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing. If the Charter School decides to amend the record as requested by the parent or eligible student, the Chief Executive Officer must order the correction or the removal and destruction of the information and inform the parent or eligible student of the amendment in writing.

3. The right to provide written consent before the Charter School discloses personally identifiable information ("PII") from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to Charter School officials with legitimate educational interests. A Charter School official is a person employed by the Charter School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Charter School's Board of Directors. A Charter School official also may include a volunteer, consultant, vendor, or contractor outside of the Charter School who performs an institutional service or function for which the Charter School would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist, or contracted provider of digital educational platforms and/or services; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another Charter School official in performing their tasks. A Charter School official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility.

Upon request, the Charter School discloses education records without consent to officials of another school district in which a student seeks or intends to enroll, or is already enrolled, if the disclosure is for purposes of the student's enrollment or transfer.

Note that Charter School will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the Charter School to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Student Privacy Policy Office
U.S. Department of Education
400 Maryland Avenue, SW Washington, DC 20202

5. The right to request that the Charter School not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

FERPA permits the disclosure of PII from student's education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to Charter School officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, §99.32 of the FERPA regulations requires the Charter School to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A Charter School may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student to the following parties:

1. Charter School officials who have a legitimate educational interest as defined by 34 C.F.R. Part 99;
2. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools, the Charter School will mail the original or a copy of a student's cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the student intends to enroll. The Charter School will make a reasonable attempt to notify the parent or eligible student of the request for records at the parent's or eligible student's last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, the Charter School will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for hearing;
3. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
4. Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
5. Organizations conducting certain studies for the Charter School in accordance with 20 U.S.C. § 1232g(b)(1)(F);
6. Accrediting organizations in order to carry out their accrediting functions;
7. Parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
8. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek a protective order;
9. Persons who need to know in cases of health and safety emergencies;
10. State and local authorities, within a juvenile justice system, pursuant to specific State

law;

11. A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and a caregiver (regardless of whether the caregiver has been appointed as the student's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by the Charter School for students and parents, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by the Charter School; and/or
12. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include the final results of the disciplinary proceedings conducted by the Charter School with respect to that alleged crime or offense. The Charter School discloses the final results of the disciplinary proceeding regardless of whether the Charter School concluded a violation was committed.

"Directory Information" is information that is generally not considered harmful or an invasion of privacy if released. The Charter School may disclose the personally identifiable information that it has designated as directory information without a parent's or eligible student's prior written consent. The Charter School has designated the following information as directory information:

1. Student's name
2. Telephone listing
3. Student's electronic mail address
4. Parent's/guardian's electronic mail address
5. Photograph/video
6. Date and place of birth
7. Dates of attendance
8. Grade level
9. Participation in officially recognized activities and sports
10. Weight and height of members of athletic teams 13.Degrees, honors, and awards received
11. The most recent educational agency or institution attended
12. Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's social security number, in whole or in part, cannot be used for this purpose.)

If you do not want the Charter School to disclose directory information from your child's education records without your prior written consent, you must notify the Charter School in writing at the time of enrollment or re-enrollment. Please notify the Principal at:

| School | Name/Title | Email | Phone |
|---|---|---|---|
| Benito Juarez Elementary | Michelle Walker, Principal | lawalker@amethodschools.org | 510-215-7009 |
| John Henry High School | Stacy Drakeford Principal | sdrakeford@amethodschools.org | 510-235-2439 |

| | | | |
|---|---|---|---|
| Downtown Charter Academy | Jillianne Whitfield, Principal | jwhitfield@amethodschools.org | 510-535-1580 |
| Richmond Charter Academy | Jasmine Landers, Principal | jwilliams@amethodschools.org | 510-235-2465 |

Charter School shall not release directory information regarding a student identified as a homeless child or youth under the McKinney Vento Homeless Assistance Act in the absence of parent, guardian, or eligible student's written consent, except as follows:

a. When the directory information is released for the purposes of facilitating the student's access to an oral assessment or eye examination required by Charter School, unless the parent/guardian opts out of the examination.

A copy of the complete Policy is available upon request at the main office.

Please note that data collected and reported by the Charter School to the California Longitudinal Pupil Achievement Data System (CalPADS[1]) pursuant to state law, will be shared with the California College Guidance Initiative ("CCGI"[2]), Pursuant to CA Ed Code section 60900.5, and will:

1) Be used to provide pupils and families with direct access to online tools and resources.
2) Enable a pupil to transmit information shared with the CCGI to both of the following:
   a. Postsecondary educational institutions for purposes of admissions and academic placement.
   b. The Student Aid Commission for purposes of determining eligibility for, and increasing uptake of, student financial aid.

Please visit the CCGI website at CaliforniaColleges.edu to access resources that help students and their families learn about college admissions requirements.

Education of Foster and Mobile Youth

Definitions: For the purposes of this annual notice the terms are defined as follows:

- *"Foster youth"* means any of the following:

1. A child who has been removed from their home pursuant to Section 309 of the California Welfare and Institutions Code ("WIC").
2. A child who is the subject of a petition filed pursuant to WIC section 300 or 602 (whether

[1] [1] CALPADS is a database maintained by the CDE which consists of pupil data from elementary and secondary schools relating to, among other things, demographic, program participation, enrollment, and statewide assessments data.

[2] CCGI an authorized provider of an institutional service to all California local educational agencies and as part of the state's efforts to make college-going a more streamlined experience for students. The CCGI currently receives enrollment data for all public-school students enrolled in grades six through twelve from the California Department of Education (CDE).

or not the child has been removed from the child's home by juvenile court).
3. A child who is the subject of a petition filed pursuant to WIC section 602, has been removed from the child's home by the juvenile court, and is in foster care.
4. A nonminor under the transition jurisdiction of the juvenile court, as described in WIC section 450, who satisfies all of the following criteria:
    a. The nonminor has attained 18 years of age while under an order of foster care placement by the juvenile court.
    b. The nonminor is in foster care under the placement and care responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes, or tribal organization.
    c. The nonminor is participating in a transitional independent living case plan.
5. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court.[3]
6. A child who is the subject of a voluntary placement agreement, as defined in WIC section 11400.

- *"Former juvenile court school student"* means a student who, upon completion of the student's second year of high school, transfers from a juvenile court school to the Charter School.

- *"Child of a military family"* refers to a student who resides in the household of an active duty military member.

- *"Currently Migratory Child"* refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to the Charter School from another Local Educational Agency ("LEA"), either within California or from another state, so that the child or a member of the child's immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child's eligibility for migrant education services. This includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.

- *"Newcomer pupil"* is a person aged 3 to 21 years, who was not born in any of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, and has not been attending one or more schools in any one or more of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, for more than three (3) full academic years. This also includes a "pupil participating in a newcomer program," as defined in Education Code section 51225.2, as that section read on January 1, 2023, who was enrolled in the Charter School before January 1, 2024. The Charter School may, in its discretion, also extend the rights in Education Code sections 51225.1 and 51225.2 to a "pupil participating in a newcomer program," as defined in Education Code section 51225.2, as that section read on January 1, 2023.

- *"Educational Rights Holder" ("ERH")* means a parent, guardian, or responsible adult appointed by a court to make educational decisions for a minor pursuant to WIC sections

[33] The Charter School shall not require an Indian tribe or tribal court representative to certify that any student is a dependent of an Indian tribe, consortium of tribes, or tribal organization.

319, 361 or 726, or a person holding the right to make educational decisions for the student pursuant to Education Code section 56055.

- *"School of origin"* means the school that the foster youth attended when permanently housed or the school in which the foster youth was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which the student was last enrolled, or if there is some other school that the foster youth attended within the immediately preceding 15 months, the Charter School liaison for foster youth, in consultation with and with the agreement of the foster youth and the ERH for the youth, shall determine, in the best interests of the foster youth, the school that shall be deemed the school of origin. For a foster youth who is an individual with exceptional needs as defined in Education Code section 56026, "school" as used in the definition of "school of origin" includes a placement in a nonpublic, nonsectarian school as defined in Education Code section 56034, subject to the requirements of Education Code section 56325.

- *"Best interests"* means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, the opportunity to be educated in the least restrictive educational program and the foster youth's access to academic resources, services, and extracurricular and enrichment activities that are available to all Charter School students.

- *"Partial coursework satisfactorily completed"* includes any portion of an individual course, even if the student did not complete the entire course.

Within this notice, foster youth, former juvenile court school students, a child of a military family, a currently migratory child, and newcomer pupil will be collectively referred to as "Foster and Mobile Youth." Within this notice, a parent, guardian, or other person holding the educational rights for a Foster and Mobile Youth will be referred to as a "parent/guardian" or "ERH."

Foster and Mobile Youth Liaison: The Chief Executive Officer or designee designates the following staff person as the Liaison for Foster and Mobile Youth:

| Benito Juarez Elementary | Downtown Charter Academy | John Henry High School |
|---|---|---|
| John Devlin | Gregg Pentony | Omar Padilla |
| Dean of Instruction | Dean of Students | Dean of Students |
| 1450 Marina Way South, Richmond, CA 94804 | 2000 Dennison St, Oakland, CA 94606 | 1402 Marina Way South, Richmond, CA 94804 |
| 510-215-7009 | 510-535-1580 | 510-235-2439 |
| jdevlin@amethodschools.org | gpentony@amethodschools.org | opadilla@amethodschools.org |

| Richmond Charter Academy |
|---|
| Gabriela Lopez |
| Dean of Students |
| 1450 Marina Way South, Richmond, CA 94804 |
| 510-235-2465 |
| glopez@amethodschools.org |

The Foster and Mobile Youth Liaison's responsibilities include but are not limited to the following:

1. Ensuring and facilitating the proper educational placement, enrollment in school, and checkout from school of foster children.
2. Assisting foster children when transferring from one school to another school in ensuring proper transfer of credits, records and grades.

School Stability: The Charter School will work with foster youth and their parent/guardian to ensure that each student is placed in the least restrictive educational programs, and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all students, including, but not necessarily limited to, interscholastic sports. All decisions regarding a foster youth's education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

Foster youth, currently migratory children and children of military families have the right to remain in their school of origin if it is in their best interest. The Charter School will immediately enroll a foster youth, currently migratory child or child of a military family seeking re enrollment in the Charter School as the student's school of origin (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy). If a dispute arises regarding a foster youth's request to remain in the Charter School as the school of origin, the foster youth has the right to remain in the Charter School pending the resolution of the dispute. The Charter School will also immediately enroll any foster youth, currently migratory child or child of a military family seeking to transfer to the Charter School (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy) regardless of the student's ability to meet normal enrollment documentation or uniform requirements (e.g. producing medical records or academic records from a previous school).

Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin following the termination of the child's status as a foster youth, currently migratory child or child of a military family, as follows:

1. For students in Kindergarten through eighth grade, inclusive, the student will be allowed to continue in the school of origin through the duration of the academic year in which the student's status changed.
2. For students enrolled in high school, the student will be allowed to continue in the school of origin through graduation.

If the Charter School operates an intersession program, Charter School shall grant priority access to foster youths. Notwithstanding any other law, if the foster youth will be moving during an intersession period, the pupil's educational rights holder, or Indian custodian in the case of an Indian child, shall determine which school the pupil attends for the intersession period, if applicable. "Intersession program" means an expanded learning program offered by the Charter School on non school days, including, but not limited to, summer school. "Indian custodian" is as the term is defined in Section 1903 of Title 25 of the United States Code.

High School Graduation Requirements: Foster and Mobile Youth who transfer to the Charter School any time after the completion of their second year of high school, and newcomer pupils who are in their third or fourth year of high school, shall be exempt from any of the Charter

School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless the Charter School makes a finding that the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fourth year of high school.

To determine whether a Foster and Mobile Youth is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer, the length of the student's school enrollment, or, for students with significant gaps in school attendance, the student's age as compared to the average age of students in the third or fourth year of high school, may be used, whichever will qualify the student for the exemption. For a newcomer pupil, enrollment in grade 11 or 12, based on the average age of students in the third or fourth year of high school may be used to determine whether the student is in their third or fourth year of high school.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the parent/guardian, and where applicable, the student's social worker or probation officer, of the availability of the exemption and whether the student qualifies for an exemption.

The Charter School shall notify and consult with students who are exempted from the Charter School's additional graduation requirements and the student's ERH. The consultation shall include all of the following:

1. Discussion regarding how any of the requirements that are waived may affect the student's postsecondary education or vocation plans, including the ability to gain admission to a postsecondary educational institution.
2. Discussion and information about other options available to the student, including, but not limited to, a fifth year of high school, possible credit recovery, and any transfer opportunities available through the California Community Colleges.
3. Consideration of the student's academic data and any other information relevant to making an informed decision on whether to accept the exemption.

The Charter School shall not require any student who would otherwise be entitled to remain in attendance at the Charter School to accept the exemption from the Charter School's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. The Charter School shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption.

If a Foster and Mobile Youth who was eligible for an exemption and 1) was not properly notified of the availability of the exemption, or 2) previously declined the exemption pursuant to this Policy, the Charter School shall exempt the student within thirty (30) days of the exemption request, if an exemption is requested by the student or the student's ERH student at one time qualified for the exemption, even if the student is no longer a Foster and Mobile Youth or the court's jurisdiction of the student has terminated.

An eligible student's exemption from the Charter School's additional graduation requirements will continue to apply while the student is enrolled in the Charter School or if the student transfers to another school even after the court's jurisdiction terminates or the student no longer meets the

definition of Foster and Mobile Youth.

The Charter School shall not require or request that a student transfer schools in order to qualify the student for the exemption. Nor shall a student, a student's parent/guardian or educational rights holder, or a student's social worker or probation officer request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

If a student who is exempted from the Charter School's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise be entitled to remain in attendance at the Charter School, the Charter School shall not require or request that the student graduate before the end of the student's fourth year of high school.

If the Charter School determines the student is reasonably able to complete the Charter School's additional graduation requirements by the end of the student's fifth year of high school, the Charter School shall do the following:

1. Consult with the student and the student's ERH regarding the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements, consistent with the laws regarding continuous enrollment and satisfactory progress for Charter School students over age 19.
2. Consult with the student, and the ERH for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Consult with and provide information to the student and the student's ERH about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the student's ERH.
5. For a student identified as a foster youth, consult with the student, and the student's ERH, regarding the student's option to remain in the school of origin.

Through January 1, 2028, upon making a finding that a Foster and Mobile Youth is not reasonably able to complete the Charter School's additional graduation requirements but is reasonably able to complete state coursework requirements specified in Education Code Section 51225.3 within the student's fifth year of high school, the Executive Director or designee shall exempt the student from Charter School's graduation requirements and provide student the option of remaining in school for a fifth ($5^{th}$) year to complete the statewide coursework requirements. Charter School shall consult with the Foster and Mobile Youth and their ERH regarding all of the following:

1. The student's option to remain in school for a fifth year to complete the statewide coursework requirements.
2. How waiving the local educational requirements and remaining in school for a fifth year may affect the student's postsecondary education or vocation plans, including the ability to gain admission to an institution of higher education.
3. Whether any other options are available to the student, including, but not limited to, possible credit recovery, and any transfer opportunities available through the California Community Colleges.

4. The student's academic data and any other information relevant to making an informed decision on whether to accept the exemption and option to remain in school for a fifth year to complete the statewide coursework requirements.

If a Foster and Mobile Youth is not eligible for an exemption in the year in which the student transfers between schools, or for a newcomer pupil, is not eligible for an exemption in the student's third year of high school, because Charter School makes a finding that the student is reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the student's fourth year of high school, then Charter School shall do the following:

1. Within the first 30 calendar days of the *following* academic year, Charter School shall reevaluate eligibility;
2. Provide written notice to the student, the student's ERH, and the student's social worker or probation officer, if applicable, whether the student qualifies for an exemption upon reevaluation, based on the course completion status of the student at the time of reevaluation, to determine if the student continues to be reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the student's fourth year of high school.
3. If, given their course completion status at that time the reevaluation is conducted, the student is not reasonably able to complete Charter School additional graduation requirements in time to graduate from high school by the end of the student's fourth year of high school, the Charter School shall provide written notice to the pupil and the pupil's ERH of the pupil's options to:
    a. Receive an exemption from all coursework and other requirements adopted by the governing board body of Charter School that are in addition to the statewide coursework requirements specified in Section 51225.3, or
    b. Upon agreement with the student's ERH stay in school for a fifth year to complete the Charter School's additional graduation requirements.

The student (if not a minor) or the student's ERH shall have sole discretion whether to accept the exemption, based on the student's best educational interests.

Reporting Requirements: Charter School shall report to the California Department of Education ("CDE") annually on the number of pupils who, for the prior school year, graduated with an exemption from the Charter School's graduation requirements that are in addition to the statewide coursework requirements. This data shall be reported for pupils graduating in the fourth year and fifth year cohorts, and shall be disaggregated by cohort, pupil category, race, and disability status. The CDE shall make this data publicly available on an annual basis aligned with other reporting timelines for the California dashboard graduation data. For purposes of this notice, "pupil category" means the categories of pupils identified in the "Definitions" section of this Policy, above.

Acceptance of Course Work: The Charter School will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a Foster and Mobile Youth.

The Charter School will provide Foster and Mobile Youth credit for the partial completion of

courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, the Charter School shall not require the student to retake the portion of the course the student completed unless the Charter School, in consultation with the holder of educational rights for the student, finds that the student is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the Foster and Mobile Youth shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

Student Records: When the Charter School receives a transfer request and/or student records request for the educational information and records of a foster youth from a new local educational agency ("LEA"), the Charter School shall provide these student records within two (2) business days. The Charter School shall compile the complete educational record of the student, including but not limited to a determination of seat time, full or partial credits earned, current classes and grades, immunization and other records, and, if applicable, a copy of the student's special education records including assessments, IEPs, and/or 504 plans. All requests for student records will be shared with the Foster and Mobile Youth Liaison, who shall be aware of the specific educational record-keeping needs of Foster and Mobile Youth.

The Charter School shall not lower a foster youth's grades as a result of the student's absence due to a verified court appearance, related court ordered activity, or a change the placement of the student made by a county or placing agency. If a foster youth is absent from school due to a decision to change the placement of the student made by a county or placing agency, the grades and credits of the student will be calculated as of the date the student left the Charter School.

In accordance with the Charter School's Educational Records and Student Information Policy, under limited circumstances, the Charter School may disclose student records or personally identifiable information contained in those records to certain requesting parties including but not limited to a foster family agency and state and local authorities within a juvenile justice system, without parent/guardian consent. Students who are 16 years of age or older or have finished 10th grade may access their own school records.

Discipline Determinations: If the Charter School intends to extend the suspension of any foster/youth pending a recommendation for expulsion, the Charter School will invite the student's attorney and an appropriate representative from the relevant county agency to participate in the meeting at which the extension of the suspension will be discussed.

If the Charter School intends to suspend for more than ten (10) consecutive school days or expel a student with a disability who is also a foster youth due to an act for which the recommendation for expulsion is discretionary, the Charter School will invite the student's attorney and an appropriate representative from the relevant county agency to participate in the Manifestation Determination Review meeting.

Complaints of Noncompliance: A complaint of noncompliance with any of the requirements outlined above may be filed through the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request at the main office.

Availability of Complete Policy: For any Foster and Mobile Youth who enrolls at the Charter School, a copy of the Charter School's complete foster youth policy shall be provided at the time of enrollment. A copy of the complete Policy is available upon request at the main office.

Education of Homeless Children and Youth

The term "homeless children and youth" means individuals who lack a fixed, regular and adequate nighttime residence. It includes children and youths who (42 U.S.C. § 11434a):

1. Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;

2. Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;

3. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and/or

4. Migratory children and unaccompanied youth (youth not in the physical custody of a parent or guardian) may be considered homeless if they meet the above definition of "homeless."

Homeless status is determined in cooperation with the parent or guardian. In the case of unaccompanied youth, status is determined by the Charter School Liaison.

School Liaison: The Chief Executive Officer or designee designates the following staff person as the School Liaison for homeless students (42 U.S.C. § 11432(g)(1)(J)(ii)):

| Benito Juarez Elementary | Downtown Charter Academy | John Henry High School |
|---|---|---|
| John Devlin | Gregg Pentony | Omar Padilla |
| Dean of Instruction | Dean of Students | Dean of Students |
| 1450 Marina Way South, | 2000 Dennison St, Oakland, CA | 1402 Marina Way South, |
| Richmond, CA 94804 | 94606 | Richmond, CA 94804 |
| 510-215-7009 | 510-535-1580 | 510-235-2439 |
| Jdevlin@amethodschools.org | gpentony@amethodschools.org | opadilla@amethodschools.org |

| Richmond Charter Academy |
|---|
| Gabriela Lopez-Reifsnyder |
| Dean of Students |
| 1450 Marina Way South, Richmond, CA 94804 |
| 510-235-2465 |
| glopez@amethodschools.org |

The Charter School Liaison shall ensure that (42 U.S.C. § 11432(g)(6)):

1. Homeless students are identified by Charter School personnel through outreach and coordination activities with other entities and agencies, and through the annual housing questionnaire administered by the Charter School.
2. Homeless students enroll in and have a full and equal opportunity to succeed at the Charter School.
3. Homeless students and families receive educational services for which they are eligible, including services through Head Start programs (including Early Head Start programs) under the Head Start Act, early intervention services under part C of the Individuals with Disabilities Education Act, any other preschool programs administered by the Charter School, if any, and referrals to health care services, dental services, mental health services and substance abuse services, housing services, and other appropriate services.
4. Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children. Public notice of the educational rights of homeless children is disseminated at places frequented by parents or guardians of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.
5. Enrollment/admissions disputes are mediated in accordance with law, the Charter School's charter, and Board policy.
6. Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable.
7. Charter School personnel providing services receive professional development and other support.
8. The Charter School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
9. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students under section 480 of the Higher Education Act of 1965 and that the youths may obtain assistance from the Charter School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid described in section 483 of the Act.

The California Department of Education publishes a list of the contact information for the Homeless Education Liaisons in the state, which is available at: https://www.cde.ca.gov/sp/hs/

Housing Questionnaire: Charter School shall administer a housing questionnaire for purposes of identifying homeless children and youth. Charter School shall ensure that the housing questionnaire is based on the best practices developed by the CDE. Charter School shall annually provide the housing questionnaire to all parents/guardians of students and to all unaccompanied youths at Charter School. The housing questionnaire shall include an explanation of the rights and protections a student has as a homeless child or youth or as an unaccompanied youth. The housing questionnaire shall be available in paper form. The housing questionnaire shall be available in English, and if fifteen (15) percent or more of the students enrolled at Charter School speak a single primary language other than English, it shall also be written in the primary language. The questionnaire shall be translated into other languages upon request of a student's parent/guardian or an unaccompanied youth. Charter School shall collect the completed housing questionnaires and annually report to the CDE the number of homeless children and youths and unaccompanied youths enrolled. (Education Code Section 48851.)

School Stability: The Charter School will work with homeless students and their parent/guardian to ensure that each student is placed in the least restrictive educational programs, and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all students, including, but not necessarily limited to, interscholastic sports. All decisions regarding a homeless student's education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

Homeless students have the right to remain in their school of origin if it is in their best interest. The Charter School will immediately enroll a homeless student seeking reenrollment in the Charter School as the student's school of origin (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy). The Charter School will also immediately enroll any homeless student seeking to transfer to the Charter School (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy) regardless of the student's ability to meet normal enrollment documentation or uniform requirements (e.g., producing medical records or academic records from a previous school).

Homeless students have the right to remain in their school of origin following the termination of the child's status as a homeless student as follows:

1. For students in Kindergarten through eighth grade, inclusive, the student will be allowed to continue in the school of origin through the duration of the academic year in which the student's status changed.
2. For students enrolled in high school, the student will be allowed to continue in the school of origin through graduation.

If the Charter School operates an intersession program, Charter School shall grant priority access to homeless students. Notwithstanding any other law, if the homeless student will be moving during an intersession period, the pupil's parent, guardian, educational rights holder, Indian custodian[4] in the case of an Indian child, or, if none of the preceding are applicable, an accompanied homeless student themselves shall determine which school the pupil attends for the intersession period, if applicable. "Intersession program" means an expanded learning program offered by the Charter School on non school days, including, but not limited to, summer school. "Indian custodian" is as the term is defined in Section 1903 of Title 25 of the United States Code.

High School Graduation Requirements: Homeless students who transfer to the Charter School any time after the completion of their second year of high school shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless the Charter School makes a finding that the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fourth year of high school.

To determine whether a homeless student is in their third or fourth year of high school, either the

[4] [4] "Indian custodian" means any Indian person who has legal custody of an Indian child under tribal law or custom or under State law or to whom temporary physical care, custody, and control has been transferred by the parent of such child. *Section 1903 of Title 25 of the United States Code*

number of credits the student has earned to the date of transfer, the length of the student's school enrollment, or, for pupils with significant gaps in school attendance, the pupil's age as compared to the average age of pupils in the third or fourth year of high school may be used, whichever will qualify the student for the exemption.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the student's educational rights holder ("ERH"), and the School Liaison of the availability of the exemption and whether the student qualifies for an exemption.

The Charter School shall notify and consult with students who are exempted from the Charter School's additional graduation requirements and the student's ERH. The consultation shall include all of the following:

1. Discussion regarding how any of the requirements that are waived may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to a postsecondary educational institution.
2. Discussion and information about other options available to the pupil, including, but not limited to, a fifth year of high school, possible credit recovery, and any transfer opportunities available through the California Community Colleges.
3. Consideration of the pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption.

The Charter School shall not require any student who would otherwise be entitled to remain in attendance at the Charter School to accept the exemption from the Charter School's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. The Charter School shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption.

If a homeless student who was eligible for an exemption and 1) was not properly notified of the availability of the exemption, or 2) previously declined the exemption pursuant to this Policy, the Charter School shall exempt the student within thirty (30) days of the exemption request, if an exemption is requested by the student or the student's ERH and the student at one time qualified for the exemption, even if the student is no longer homeless.

An eligible student's exemption from the Charter School's additional graduation requirements will continue to apply while the student is enrolled in the Charter School or if the student transfers to another school even after the student no longer meets the definition of a homeless child.

The Charter School shall not require or request that a student transfer schools in order to qualify the student for the exemption. Nor shall a student, a student's parent/guardian or educational rights holder, or a student's social worker or probation officer request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

If a student who is exempted from the Charter School's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise be entitled to remain in attendance at the Charter School, the Charter School shall not require or request that

the student graduate before the end of the student's fourth year of high school.

If the Charter School determines the student is reasonably able to complete the Charter School's additional graduation requirements by the end of the student's fifth year of high school, the Charter School shall do the following:

1. Consult with the student and the student's ERH regarding the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements, consistent with the laws regarding continuous enrollment and satisfactory progress for Charter School students over age 19.
2. Consult with the student and the student's ERH, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Consult with and provide information to the student and the student's ERH about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the student's ERH .
5. Consult with the student, and the student's ERH, regarding the student's option to remain in the school of origin.

Through January 1, 2028, upon making a finding that a homeless student is not reasonably able to complete the Charter School's additional graduation requirements but is reasonably able to complete state coursework requirements specified in Education Code Section 51225.3 within the student's fifth year of high school, the Executive Director or designee shall exempt the pupil from Charter School's graduation requirements and provide pupil the option of remaining in school for a fifth ($5^{th}$) year to complete the statewide coursework requirements. Charter School shall consult with the homeless student and the student's ERH regarding all of the following:

1. The pupil's option to remain in school for a fifth year to complete the statewide coursework requirements.
2. How waiving the local educational requirements and remaining in school for a fifth year may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to an institution of higher education.
3. Whether any other options are available to the pupil, including, but not limited to, possible credit recovery, and any transfer opportunities available through the California Community Colleges.
4. The pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption and option to remain in school for a fifth year to complete the statewide coursework requirements.

If a homeless student is not eligible for an exemption in the year in which the pupil transfers between schools, because Charter School makes a finding that the pupil is reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, then Charter School shall do the following:

1. Within the first 30 calendar days of the *following* academic year, Charter School shall reevaluate eligibility;

2. Provide written notice to the pupil, the ERH, and the pupil's social worker or probation officer, if applicable, whether the pupil qualifies for an exemption upon reevaluation, based on the course completion status of the pupil at the time of reevaluation, to determine if the pupil continues to be reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school.
3. If, given their course completion status at that time the reevaluation is conducted, the pupil is not reasonably able to complete Charter School additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, the Charter School shall provide written notice to the pupil and the ERH of the pupil's options to:
    i. Receive an exemption from all coursework and other requirements adopted by the governing board body of Charter School that are in addition to the statewide coursework requirements specified in Section 51225.3, or
    ii. Upon agreement with the ERH, stay in school for a fifth year to complete the Charter School's additional graduation requirements.

The pupil (if not a minor) or the ERH shall have sole discretion whether to accept the exemption, based on the pupil's best educational interests.

Reporting Requirements: Charter School shall report to the California Department of Education ("CDE") annually on the number of pupils who, for the prior school year, graduated with an exemption from the Charter School's graduation requirements that are in addition to the statewide coursework requirements. This data shall be reported for pupils graduating in the fourth year and fifth year cohorts, and shall be disaggregated by cohort, pupil category, race, and disability status. The CDE shall make this data publicly available on an annual basis aligned with other reporting timelines for the California dashboard graduation data.

Acceptance of Course Work: The Charter School will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a homeless student.

The Charter School will provide homeless students credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, the Charter School shall not require the student to retake the portion of the course the student completed unless the Charter School, in consultation with the holder of educational rights for the student, finds that the student is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the homeless student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

Complaints of Noncompliance: A complaint of noncompliance with any of the requirements outlined above may be filed through the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request at the main office.

Availability of Complete Policy: For any homeless student who enrolls at the Charter School, a copy of the Charter School's complete policy shall be provided at the time of enrollment. A copy of the complete Policy is available upon request at the main office.

National School Lunch Program: Universal Free Meals

*School Meals and Student Wellness*
Pursuant to California law, the Charter School shall make available a nutritionally adequate breakfast and a nutritionally adequate lunch free of charge and with adequate time to eat, during each school day to any student who requests a meal without consideration of the student's eligibility for a federally funded free or reduced-price meal, with a maximum of one (1) free breakfast meal and one (1) free lunch meal during each school day. This shall apply to all pupils in TK through grade twelve (12).

Applications for school meals are included in the first day packets to all families and can also be obtained on the Charter School website and in the main office. All families are encouraged to complete the application form. Completed application forms can be returned to the main office. . Income eligibility guidelines for federally funded free and reduced-price meals are available at: https://www.cde.ca.gov/ls/nu/rs/

Based on a parent/guardian's annual earnings, a parent/guardian may be eligible to receive the Earned Income Tax Credit from the Federal Government (Federal EITC). The Federal EITC is a refundable federal income tax credit for low-income working individuals and families. The Federal EITC has no effect on certain welfare benefits. In most cases, Federal EITC payments will not be used to determine eligibility for Medicaid, Supplemental Security Income, food stamps, low-income housing, or most Temporary Assistance For Needy Families payments. Even if you a parent/guardian does not owe federal taxes, they must file a federal tax return to receive the Federal EITC. Be sure to fill out the Federal EITC form in the Federal Income Tax Return Booklet. For information regarding your eligibility to receive the Federal EITC, including information on how to obtain the Internal Revenue Service (IRS) Notice 797 or any other necessary forms and instructions, contact the IRS by calling 1-800-829-3676 or through its website at www.irs.gov.

A parent/guardian may also be eligible to receive the California Earned Income Tax Credit (California EITC) starting with the calendar year 2015 tax year. The California EITC is a refundable state income tax credit for low-income working individuals and families. The California EITC is treated in the same manner as the Federal EITC and generally will

not be used to determine eligibility for welfare benefits under California law. To claim the California EITC, even if you do not owe California taxes, you must file a California income tax return and complete and attach the California EITC Form (FTB 3514). For information on the availability of the credit eligibility requirements and how to obtain the necessary California forms and get help filing, contact the Franchise Tax Board at 1-800-852-5711 or through its website at www.ftb.ca.gov.

Charter School shall allow students, teachers, and staff to bring and carry water bottles. Water bottles may be excluded from libraries, computer labs, science labs, and other places where it is deemed dangerous to have drinking water. Charter School may develop additional policies regarding the types of water bottles that may be carried.

Charter School adheres to all applicable requirements regarding placement and maintenance of water bottle refilling stations on campus.

Charter School shall encourage water consumption through promotional and educational activities

and signage that focus on the benefits of drinking water and highlight any water bottle filling stations that are located on campus.

A copy of the complete Policy is available upon request at the main office. The Charter School also maintains a School Wellness Policy pursuant to state and federal requirements and is available upon request in the main office.

All families are also encouraged to complete an "Income Survey" to qualify for other services available to the students and to the school (i.e. discounted internet and bus fares, SAT fee waivers, etc.). Income Surveys are included in the first day packets to all families and can also be obtained on the Charter School website and in the main office. All families are encouraged to complete the survey form in order to include as many eligible students as possible. Completed application forms can be returned to the main office.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, Charter School is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: https://www.usda.gov/sites/default/files/documents/ad-3027.pdf, from any USDA

office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

mail:
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or

fax:
(833) 256-1665 or (202) 690-7442; or

email:
Program.Intake@usda.gov

The Charter School is an equal opportunity provider.

Parent and Family Engagement Policy

The Charter School aims to provide all students in our school significant opportunity to receive a fair, equitable, and high-quality education, and to close educational achievement gaps while abiding by guidelines within the Elementary and Secondary Education Act ("ESEA"). The Charter School staff recognizes a partnership with families is essential to meet this goal. Our Parent and Family Engagement Policy leverages and promotes active involvement of all families as partners with schools to ensure student success. A copy of the Charter School's complete Policy is available upon request in the main office.

Workplace Readiness Week and Work Permits

The week of each year that includes April 28 shall be known as "Workplace Readiness Week." All public high schools, including charter schools, shall annually observe that week by providing information to students on their rights as workers.

Beginning August 1, 2024, any minor seeking the signature of a Charter School verifying authority on a Statement of Intent to Employ a Minor and Request for a Work Permit-Certificate of Age will be issued, before or at the time of receiving the signature of the verifying authority, a document clearly explaining basic labor rights extended to workers. An infographic explaining these rights is available at: https://laborcenter.berkeley.edu/wp-content/uploads/2024/05/Know-Your-Rights-FINAL.pdf

Student Health & Safety

## Physical Examinations and Right to Refuse

A parent/guardian having control or charge of any child enrolled in the Charter School may file annually with the Principal of the school in which the child is enrolled a written and signed statement stating that the parent/guardian will not consent to a physical examination of the child. Thereupon the child shall be exempt from any physical examination, but whenever there is a good reason to believe that the child is suffering from a recognized contagious or infectious disease, the child shall be sent home and shall not be permitted to return until the school authorities are satisfied that any contagious or infectious disease does not exist.

## Cancer Prevention Act

Students in the state are advised to adhere to current immunization guidelines, as recommended by the Advisory Committee on Immunization Practices (ACIP) of the federal Centers for Disease Control and Prevention (CDC), the American Academy of Pediatrics, and the American Academy of Family Physicians, regarding full human papillomavirus (HPV) immunization before admission or advancement to the eighth grade level of any private or public elementary or secondary school.

Because the vaccine is more effective when given at younger ages, two doses of HPV vaccine are recommended for all kids between the ages of 9 to 12 years, and the second dose should be given before the start of 8th grade. Kids who wait until later to get their first dose of HPV vaccine may need three doses.

HPV vaccination can prevent over 90 percent of cancers caused by HPV. HPV vaccines are very safe, and scientific research shows that the benefits of HPV vaccination far outweigh the potential risks.

## Diabetes

The Charter School will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but shall not be limited to, all of the following:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 Diabetes.
3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.

4. A description of treatments and prevention of methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

A copy of the information sheet regarding type 2 diabetes is available at: https://www.cde.ca.gov/ls/he/hn/type2diabetes.asp.

Please contact the office if you need a copy of this information sheet or if you have any questions about this information sheet.

The Charter School will provide an information sheet regarding type 1 diabetes to the parent or guardian of a student when the student is first enrolled in elementary school, pursuant to Education Code Section 49452.6. The information sheet shall include, but shall not be limited to, all of the following:

1. A description of type 1 diabetes.
2. A description of the risk factors and warning signs associated with type 1 diabetes.
3. A recommendation that parents or guardians of students displaying warning signs associated with type 1 diabetes should immediately consult with the student's primary care provider to determine if immediate screening for type 1 diabetes is appropriate.
4. A description of the screening process for type 1 diabetes and the implications of test results.
5. A recommendation that, following a type 1 diagnosis, parents or guardians should consult with the student's primary care provider to develop an appropriate treatment plan, which may include consultation with and examination by a specialty care provider, including, but not limited to, a properly qualified endocrinologist.

A copy of the information sheet regarding type 1 diabetes is available at: https://www.cde.ca.gov/ls/he/hn/type1diabetes.asp. Please contact the office if you need a copy of this information sheet or if you have any questions about this information sheet.

Dangers of Synthetic Drugs

The illicit use and abuse of synthetic drugs represents an emerging and ongoing public health threat in California. The fentanyl crisis specifically has impacted communities across the state, leading to a sharp increase in fentanyl poisonings and deaths in recent years.

This notice aims to address the crisis with a preventative approach ensuring students and families are educated on the deadly consequences of recreational drug use.

A synthetic drug is a drug with properties and effects similar to a known hallucinogen or narcotic but having a slightly altered chemical structure, especially such a drug created in order to evade existing restrictions against illegal substances.

Synthetic drugs include but are not limited to synthetic cannabinoids ("synthetic marijuana," "Spice," "K2"), methamphetamines, bath salts, and fentanyl.

The California Department of Public Health ("CDPH,") has expounded on the extreme danger of drugs laced with fentanyl. Illicit fentanyl can be added to other drugs to make them cheaper, more powerful, and more addictive. Illicit fentanyl has been found in many drugs, including heroin, methamphetamine, counterfeit pills, and cocaine. Fentanyl mixed with any drug increases the likelihood of a fatal overdose. Furthermore, it is nearly impossible to tell if drugs have been laced with fentanyl without additional testing, because fentanyl cannot be seen, smelled, or tasted when used as a lacing agent. Social media platforms may be used as a way to market and sell synthetic drugs, such as fentanyl.

Additional information regarding fentanyl from the CDPH's Substance and Addiction Prevention Branch can be found here.

Human Trafficking Prevention

California has the highest number of incidents of human trafficking in the U.S., and all students may be vulnerable. The Charter School believes it is a priority to inform our students about (1) the prevalence, nature of and strategies to reduce the risk of human trafficking, techniques to set healthy boundaries, and how to safely seek assistance, and (2) how social media and mobile device applications are used for human trafficking.

In accordance with the California Healthy Youth Act, Charter School will provide age-appropriate instruction on the prevention of human trafficking, including sexual abuse, assault, and harassment. You have the right to excuse your child from all or part of the instruction on the prevention of human trafficking. An opt-out form is available at the main office for your convenience. Your consent for this instruction is NOT required. If we do not receive a written request to excuse your child, your child will be included in the instruction.

Information and materials for parents/guardians about the curriculum and resources on prevention of human trafficking and abuse, including sexual abuse, assault, and harassment are available on Charter School's website for your review.

Immunizations

Pursuant to the California Health and Safety Code and the California Code of Regulations, children must provide proof of having received required immunizations (shots) before they can attend school unless they meet the requirements for an exemption. Immunization records will be required for all incoming students. Verification of immunizations will be completed with written medical records from the child's doctor or immunization clinic. To ensure a safe learning environment for all students, the

Charter School follows and abides by the health standards set forth by the state of California. The immunization status of all students will be reviewed periodically. Those students who are not in compliance with the State requirements must be excluded from attendance until the requirements are met. Students who have been exposed to a communicable disease for which they have not been immunized may be excluded from school at the discretion of the Charter School.

These required immunizations include:

| Child's Grade | List of shots required to attend school |
|---|---|
| TK/K-12 Admission | Diphtheria, Tetanus and Pertussis, (DTaP) - Five (5) doses<br>Polio - Four (4) doses<br><br>Measles, Mumps, and Rubella (MMR) - Two (2) doses<br><br>Hepatitis B (Hep B) - Three (3) doses<br><br>Varicella (chickenpox) – Two (2) doses<br><br>NOTE: Four doses of DTaP are allowed if one was given on or after the fourth birthday. Three doses of DTaP meet the requirement if at least one dose of Tdap, DTaP, or DTP vaccine was given on or after the seventh birthday (also meets the 7th-12th grade Tdap requirement.) One or two doses of Td vaccine given on or after the seventh birthday count towards the requirement for DTaP. Three doses of Polio are allowed if one was given on or after fourth birthday. MMR doses must be given on or after the first birthday. Two doses of measles, two doses of mumps, and one dose of rubella vaccine meet the requirement, separately or combined. Combination vaccines (e.g., MMRV) meet the requirements for individual component vaccines. |

| | |
|---|---|
| Entering 7th Grade | Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap) - One (1) dose<br><br>NOTE: In order to begin 7th grade, students who had a valid personal belief exemption on file with a public or private elementary or secondary school in California before January 1, 2016 must meet the requirements listed for grades K-12 as well as requirements for 7th grade advancement. At least one dose of pertussis-containing vaccine is required on or after the 7th birthday. |

Mental Health Services

The Charter School recognizes that when unidentified and unaddressed, mental health challenges can lead to poor academic performance, increased likelihood of suspension and expulsion, chronic absenteeism, student attrition, homelessness, incarceration, and/or violence. Access to mental health services at the Charter School and in our community is not only critical to improving the physical and emotional safety of students, but it also helps address barriers to learning and provides support so that all students can learn problem-solving skills and achieve in school and, ultimately, in life. The following resources are available to your child:

Available on Campus:

- School-based counseling services – your child is encouraged to directly contact a Charter School counselor by coming into the counseling office during school hours and making an appointment to speak with a counselor. Our Charter School counselors support students by providing individual sessions, group or parent consultations whenever a student is having a difficult time due to academic stress, transition to changes in their environment, or social concerns, including isolation. Counseling services, whether provided by our Charter School or by an outside provider listed herein, are voluntary. The counseling office can also be reached at:

| School | Phone |
|---|---|
| Benito Juarez Elementary | 510-215-7009 |
| John Henry High School | 510-235-2439 |
| Downtown Charter Academy | 510-535-1580 |
| Richmond Charter Academy | 510-235-2465 |

- Special education services – if you believe your child may have a disability, you are encouraged to directly contact the Principal to request an evaluation:

| School | Name/Title | Phone |
|---|---|---|
| Benito Juarez Elementary | Michelle Walker, Principal | 510-215-7009 |
| John Henry High School | Stacy Drakeford, Principal | 510-235-2439 |
| Downtown Charter Academy | Jillianne Whitfield, Principal | 510-535-1580 |
| Richmond Charter Academy | Jasmine Landers, Principal | 510-235-2465 |

- Prescription medication while on campus – if your child requires prescription medication during school hours and you would like assistance from School staff in providing this medication to your child, please contact:

| School | Name/Title | Phone |
|---|---|---|
| Benito Juarez Elementary | Irma Castillo, Registrar | 510-215-7009 |
| John Henry High School | Omar Padilla, Dean of Students | 510-235-2439 |
| Downtown Charter Academy | Greg Pentony, Dean of Students | 510-535-1580 |
| Richmond Charter Academy | Gabriela Lopez-Reifsnyder, Dean of Students | 510-235-2465 |

Available in the Community for All Schools:

- Call TeenLine Online: (800) TLC-TEEN from 6pm to 10pm PST

Texting Hotlines:

- Text "safe" to 20121 (Local, between 4pm-11pm)
- Text 741-741 (24 hours)
- Text "TEEN" to 839-863 (Teens helping teens, 6pm-9pm)
- Seneca Mobile Crisis Response Team: (877) 441-1089 (24 hr phone support) Best to call between 7am-11pm to reach a clinician.

Contra Costa County

- Adults Crisis Line-----
  - Contra Costa Mobile Crisis Line: 833-443-2672
    Hours of operation are Monday thru Friday: 8:00 am -10:30 pm and Saturday & Sunday: 8:00 am - 5:00 pm
- STAND! for Families Free of Violence (Contra Costa County): http://www.standffov.org/ (support related to intimate partner violence) 24-HOUR TOLL-FREE CRISIS LINES
  STAND!: 1.888.215.5555
- First Hope: 925-608-6550 (an outpatient treatment program for young people and their families, experiencing early symptoms of psychosis or a recent psychotic episode) https://cchealth.org/firsthope/index.php

- Alameda County Adults Crisis Line-----
    - County Mobile Crisis Line: 510-891-5600

      Hours of operation are Monday thru Friday: 8:00am -6:00pm
- A safe place emergency phone line for domestic violence: 510-536-7233
- Alameda County hotline to report child abuse or neglect: 510-259-1800
- Crisis Support Services hotline: 800-309-2131
- County hotline to report child abuse or neglect: 510-259-1800
- Crisis Support Services hotline: 800-309-2131 Available in the State or Nationally:
- California Youth Crisis Line: 800-843-5200 (24 hours)National Suicide Prevention Hotline - This organization provides confidential support for adults and youth in distress, including prevention and crisis resources. Available 24 hours at 1-800-273-8255.
- The Trevor Project - This organization provides suicide prevention and crisis intervention for LGBTQ youth between the ages of 13 and 24. Available At 1-866-488-7386 or visit https://www.thetrevorproject.org/.
- Big Brothers/Big Sisters of America – This organization is a community- based mentorship program. Community-specific program information can be found online at https://www.bbbs.org or by calling (813) 720-8778.
- National Domestic Violence Hotline: 1.800.799.7233
- Community Violence Solutions: (support related to sexual assault) NEED HELP? CALL (800) 670-7273 https://cvsolutions.org/

Oral Health Assessment

Students enrolled in transitional kindergarten or kindergarten in a public school or while enrolled in first grade if the student was not previously enrolled in kindergarten in a public school are required to present proof of having received an oral health assessment completed by a dental professional that was performed within 12 months before the student's initial enrollment in a public school. Please contact the main office if you have questions about this requirement.

Pregnant and Parenting Students

The Charter School recognizes that pregnant and parenting students are entitled to accommodations that provide them with the opportunity to succeed academically while protecting their health and the health of their children. A pregnant or parenting student is entitled to eight (8) weeks of parental leave, or more if deemed medically necessary by the student's physician, which the student may take before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant. The Charter School will ensure that absences from the student's regular school program are excused until the student is able to return to the regular school program.

Upon return to school after taking parental leave, a pregnant or parenting student will be able to make up work missed during the pregnant or parenting student's leave, including, but not limited to, makeup work plans and re enrollment in courses. Notwithstanding any other law, a pregnant or parenting student may remain enrolled for a fifth year of instruction in the Charter School if it is necessary in order for the student to be able to complete any graduation requirements, unless the Charter School determines that the student is reasonably able to complete the graduation

requirements in time to graduate from high school by the end of the student's fourth year of high school.

Complaints of noncompliance with laws relating to pregnant or parenting students may be filed under the Uniform Complaint Procedures ("UCP") of the Charter School. The complaint may be filed in writing with the compliance officer:

Maria Arechiga
Chief of Staff
Amethod Public Schools
1450 Marina Way South Suite 300
Richmond, CA 94804 marechiga@amethodschools.org
Telephone: (510) 436-0172

A copy of the UCP is available upon request at the main office. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the complaint procedures, please contact the Chief Executive Officer.

Opioid Information Sheet

The Charter School annually provides each athlete with an Opioid Factsheet for Patients published by the Centers for Disease Control and Prevention. The athlete and, if the athlete is 17 years of age or younger, the athlete's parent or guardian shall sign a document acknowledging receipt of the Opioid Factsheet for Patients and return that document to the Charter School before the athlete initiates practice or competition. The fact sheet is available at:
https://stacks.cdc.gov/view/cdc/49530

Sudden Cardiac Arrest Prevention and Automated External Defibrillators

The Charter School is invested in the health of its athletes, especially their heart health. Sudden cardiac arrest ("SCA") is when the heart stops beating, suddenly and unexpectedly. Those wishing to participate in athletics at the Charter School, must review the information sheet on sudden cardiac arrest via the following link
https://www.cde.ca.gov/ci/pl/documents/pescaform.pdf

Concussion/Head Injuries

A concussion is a brain injury that can be caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. Even though most concussions are mild, all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly. Because the Charter School has elected to offer an athletic program, we must immediately remove from a school-sponsored athletic activity for the remainder of the day an athlete who is suspected of sustaining a concussion or head injury during that activity.

The athlete may not return to that activity until the athlete is evaluated by, and receives written clearance from, a licensed health care provider. If the licensed health care provider determines the athlete has a concussion or head injury, the athlete shall also complete a graduated return-to-play

protocol of no less than 7 days in duration under the supervision of a licensed health care provider. On a yearly basis, a concussion and head injury information sheet must be signed and returned by the athlete and the athlete's parent or guardian before the athlete initiates practice or competition. This requirement does not apply to an athlete engaging in an athletic activity during the regular school day or as part of a physical education course.

Safe Storage of Firearms

The purpose of this notice is to inform and to remind parents and legal guardians of all students at the Charter School of their responsibilities for keeping firearms out of the hands of children as required by California law. There have been many news reports of children bringing firearms to school. In many instances, the child obtained the firearm(s) from his or her home. These incidents can be easily prevented by storing firearms in a safe and secure manner, including keeping them locked up when not in use and storing them separately from ammunition.

To help everyone understand their legal responsibilities, this notice spells out California law regarding the storage of firearms. Please take some time to review this notice and evaluate your own personal practices to assure that you and your family are in compliance with California law:

- With very limited exceptions, California makes a person criminally liable for keeping any firearm, loaded or unloaded, within any premises that are under their custody and control where that person knows or reasonably should know that a child is likely to gain access to the firearm without the permission of the child's parent or legal guardian, and the child obtains access to the firearm and thereby
  (1) causes death or injury to the child or any other person; (2) carries the firearm off the premises or to a public place, including to any preschool or school grades kindergarten through twelfth grade, or to any school-sponsored event, activity, or performance; or (3) unlawfully brandishes the firearm to others.
    - The criminal penalty may be significantly greater if someone dies or suffers great bodily injury as a result of the child gaining access to the firearm.
- With very limited exceptions, California also makes it a crime for a person to negligently store or leave any firearm, loaded or unloaded, on their premises in a location where the person knows or reasonably should know that a child is likely to gain access to it without the permission of the child's parent or legal guardian, unless reasonable action is taken to secure the firearm against access by the child, even where a minor never actually accesses the firearm.
- In addition to potential fines and terms of imprisonment, as of January 1, 2020, a gun owner found criminally liable under these California laws faces prohibitions from possessing, controlling, owning, receiving, or purchasing a firearm for 10 years.
- Finally, a parent or guardian may also be civilly liable for damages resulting from the discharge of a firearm by that person's child or ward.

The county or city may have additional restrictions regarding the safe storage of firearms. Thank you for helping to keep our children and schools safe. Remember that the easiest and safest way to comply with the law is to keep firearms in a locked container or secured with a locking device that renders the firearm inoperable.

School Bus and Passenger Safety

All students who are transported in a school bus or school student activity bus shall

receive instruction in school bus emergency procedures and passenger safety. A copy of the complete Policy is available upon request at the main office.

School Safety Plan and Asbestos Management Plan

The Charter School has established a School Safety Plan. The Plan is available upon request at the main office.

The Charter School has also established an Asbestos Management Plan. The Plan is available upon request at the main office. The following asbestos-related activities are planned or in progress at the Charter School: no such activities are planned or in progress for the current school year.

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Location of All Automated External Defibrillator(s) on Campus

AED machines are available at each school's Front Office.

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# Amethod Public Schools




~~2025-26~~2026-2027

# Annual Notice Packet

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Instructional Program

Availability of Prospectus

Upon request, the Charter School will make available to any parent or legal guardian, a school prospectus, which shall include the curriculum, including titles, descriptions, and instructional aims of every course offered. Please note that, pursuant to law, the Charter School may charge for the prospectus in an amount not to exceed the cost of duplication.

College Preparatory Course Offerings *(for schools serving students admitted or advancing to grades 7-12)*

Students enrolled in grades 10th and 12th have the option of concurrently enrolling in courses for college credit.

For a full list of courses and completing the enrollment process, contact the College Advisors.

Teacher Qualification Information

As the Charter School receives Title I federal funds through the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA"), all parents/guardians of students attending the Charter School may request information regarding the professional qualifications of classroom teachers and/or paraprofessionals, including at a minimum:

1. Whether the student's teacher:
   a. Has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
   b. Is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
   c. Is teaching in the field of discipline of the certification of the teacher; and
2. Whether the child is provided services by paraprofessionals and, if so, their qualifications.

Upon request, the Charter School will provide the information to the parents/guardians in a timely manner. Parents/guardians may contact the Chief Executive Officer at ceo@amethodschools.org to obtain this information.

Information Regarding Financial Aid

The Charter School shall ensure that each of its students receives information on how to properly complete and submit the 1) Free Application for Federal Student Aid (FAFSA) or
2) the California Dream Act Application as appropriate, at least once before the student enters 12th grade. The Charter School will provide a paper copy of the FAFSA or the California Dream Act Application upon request.

- The FAFSA form and information regarding the FAFSA are available at: o https://studentaid.gov/h/apply-for-aid/fafsa
- The California Dream Act Application and information regarding the California Dream Act is available at:

- https://www.csac.ca.gov/post/resources-california-dream-act-application

The Charter School shall confirm that each of its students in grade 12 completes and submits a FAFSA to the United States Department of Education, or if the student is exempt from paying nonresident tuition pursuant to Education Code section 68130.5, a California Dream Act Application to the Student Aid Commission. Students who are exempt or whose parent/guardian (if the student is a minor) have opted-out will not be required to comply.

YouthTruth Survey

The Charter School will administer the YouthTruth Survey to students. The YouthTruth Survey is an anonymous, confidential survey of school climate and safety, student wellness, and youth resiliency that enables the Charter School to collect and analyze data regarding local youth health risks and behaviors, school connectedness, school climate, protective factors, and school violence.

Surveys About Personal Beliefs

Unless the student's parent/guardian gives written permission, a student will not be given any test, questionnaire, survey, or examination containing any questions about the student's, or the student's parents' or guardians' personal beliefs or practices in sex, family life, morality, or religion.

Campus Search and Seizure

The Charter School recognizes and has determined that the occurrence of incidents which may include the possession of firearms, weapons, alcohol, controlled substances, or other items of contraband prohibited by law or Charter School rules and regulations, jeopardizes the health, safety and welfare of students and Charter School employees.

The California Constitution requires that all students and staff of public schools have the inalienable right to attend campuses which are safe, secure, and peaceful. As such, Charter School has adopted a Policy outlining the reasonable search of students and their property, student use areas, and/or student lockers and the seizure of illegal, unsafe, unauthorized or contraband items and materials through a search based upon reasonable suspicion.

Student lockers, including P.E. lockers are school property and remain at all times under the control of the Charter School. Students shall assume full responsibility for the security of their lockers. Student lockers may not be used to store illegal, unauthorized, or contraband materials. The acceptance and use of locker facilities on school campus by any student shall constitute consent by the student to the search of such locker facilities by authorized school personnel and/or law enforcement. Inspections of lockers may be conducted by school personnel and/or law enforcement through the use of trained dogs.

A student's personal cell phone, smartphone, or other personal electronic device shall not be searched by school officials without a warrant, the student's consent, or a legitimate emergency, unless the device is lost or abandoned. An emergency is any *situation involving danger of death or serious physical injury to any person, that requires access to the information located or reasonably believed to be located on the electronic device.* If the Charter School has a good faith belief that the device is lost, stolen, or abandoned, the Charter School may only access electronic device

information in order to attempt to identify, verify, or contact the owner of the device.

The Charter School is not prohibited from seizing/confiscating a student's personal electronic device, without searching its contents, if the student's use or possession of the private electronic device is in violation of Charter School rules or regulations.

English Learners

The Charter School is committed to the success of its English Learners and support will be offered both within academic classes and in supplemental settings for students who need additional support for English language learning. The Charter School will meet all applicable legal requirements for English Learners as they pertain to annual notification to parents, student identification, placement, program options, English Learners and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. The Charter School will implement policies to assure proper placement, evaluation, and communication regarding English Learners and the rights of students and parents.

Sexual Health Education

The Charter School offers comprehensive sexual health education to its students in grades 7-12. A parent or guardian of a student has the right to excuse their child from all or part of comprehensive sexual health education, HIV prevention education, and assessments related to that education through a passive consent ("opt-out") process. The Charter School does not require active parental consent ("opt-in") for comprehensive sexual health education and HIV prevention education.

Parents and guardians may:

- Inspect written and audiovisual educational materials used in comprehensive sexual health education and HIV prevention education.
- Excuse their child from participation in comprehensive sexual health education and HIV prevention education in writing to the Charter School.
- Be informed whether the comprehensive sexual health or HIV/AIDS prevention education will be taught by Charter School personnel or outside consultants. When the Charter School chooses to use outside consultants or to hold an assembly with guest speakers to teach comprehensive sexual health or HIV/AIDS prevention education, be informed of:
    - The date of the instruction
    - The name of the organization or affiliation of each guest speaker
- Request a copy of Education Code sections 51930 through 51939.

Anonymous, voluntary, and confidential research and evaluation tools to measure students' health behaviors and risks (including tests, questionnaires, and surveys containing age-appropriate questions about the student's attitudes concerning or practices relating to sex) may be administered to students in grades 7-12. A parent or guardian has the right to excuse their child from the test, questionnaire, or survey through a passive consent ("opt-out") process. Parents or guardians shall be notified in writing that this test, questionnaire, or survey is to be administered, given the opportunity to review the test, questionnaire, or survey if they wish, notified of their right to excuse their child from the test, questionnaire, or survey, and informed that in order to excuse their child they must state their request in writing to the Charter School.

A student may not attend any class in comprehensive sexual health education or HIV prevention education, or participate in any anonymous, voluntary, and confidential test, questionnaire, or survey on student health behaviors and risks, if the Charter School has received a written request from the student's parent or guardian excusing the student from participation. An alternative educational activity shall be made available to students whose parents or guardians have requested that they not receive the instruction or participate in the test, questionnaire, or survey.

Special Education /Students with Disabilities

We are dedicated to the belief that all students can learn and must be guaranteed equal opportunity to become contributing members of the academic environment and society. The Charter School provides special education instruction and related services in accordance with the Individuals with Disabilities in Education Improvement Act ("IDEA"), Education Code requirements, and applicable policies and procedures of the El Dorado County SELPA services are available for special education students enrolled at the Charter School. We offer high quality educational programs and services for all our students in accordance with the assessed needs of each student. The Charter School collaborates with parents, the student, teachers, and other agencies, as may be indicated, in order to appropriately serve the educational needs of each student.

Pursuant to the IDEA and relevant state law, the Charter School is responsible for identifying, locating, and evaluating children enrolled at the Charter School with known or suspected disabilities to determine whether a need for special education and related services exists. This includes children with disabilities who are homeless or foster youth. The Charter School shall not deny nor discourage any student from enrollment solely due to a disability. If you believe your child may be eligible for special education services, please contact:

| School | Name/Title | Email | Phone |
|---|---|---|---|
| Benito Juarez Elementary | Michelle Walker, Principal~~Site Director~~ | lawalker@amethodschools.org | 510-215-7009 |
| John Henry High School | Stacy Drakeford Principal~~Site Director~~ | sdrakeford@amethodschools.org | 510-235-2439 |
| Downtown Charter Academy | Jillianne Whitfield, Principal~~Site Director~~ | jwhitfield@amethodschools.org | 510-535-1580 |
| ~~Oakland Charter Academy~~ | ~~Phillip Ellingberg Principal~~~~Site Director~~ | ~~pellingberg@amethodschools.org~~ | ~~510-532-6751~~ |
| Richmond Charter Academy | Jasmine Landers, Principal~~Site Director~~ | jwilliams@amethodschools.org | 510-235-2465 |

Section 504

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 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 accommodations by the Charter School. The parent of any student suspected of needing or qualifying for accommodations under Section 504 may make a referral for an evaluation to the Principal~~Site Director~~. A copy of the Charter School's Section 504 policies and procedures is available upon request at the main office.

State Testing

The Charter School shall annually administer required state testing to the applicable grades (e.g., the California Assessment of Student Performance and Progress ["CAASPP"].) Notwithstanding any other provision of law, a parent's or guardian's written request to Charter School officials to excuse their child from any or all parts of the CAASPP shall be granted. Upon request, parents have a right to information on the level of achievement of their student on every State academic assessment administered to the student.

Cal Grant Program Notice

The Charter School is required by state law to submit the Grade Point Average ("GPA") of all high school seniors by Oct. 1 of each year, unless the student over age 18 years

of age or parent/guardian for those under 18 years of age opt-out. Students currently in eleventh (11th) grade will be deemed a Cal Grant applicant, unless the student (or parent/guardian, if the student is under 18 years of age) has opted out by or before Feb 1.

CalKIDS Program Notice *(for high schools)*

California Kids Investment and Development Savings Program (CalKIDS) is a program established by the State of California that funds up to $1,500 in free money for eligible low-income public school students to save for college and career training. Visit CalKIDS.org for more information about your child's eligibility and to claim~~to you claim~~ your child's account. ¶

Student Policies and Procedures

Involuntary Removal Process

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five (5) schooldays before the effective date of the action ("Involuntary Removal Notice"). The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder. The Involuntary Removal Notice shall include the charges against the student and an explanation of the student's basic rights including the right to request a hearing before the effective date of the action. The hearing shall be consistent with the Charter School's expulsion procedures. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the Charter School's suspension and expulsion policy.

Upon parent/guardian request for a hearing, the Charter School will provide notice of hearing consistent with its expulsion hearing process, through which the student has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses,

and at which the student has the right to bring legal counsel or an advocate. The notice of hearing shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder and shall include a copy of the Charter School's expulsion hearing process.

If the parent/guardian is nonresponsive to the Involuntary Removal Notice, the Student will be disenrolled as of the effective date set forth in the Involuntary Removal Notice. If the parent/guardian requests a hearing and does not attend on the date scheduled for the hearing the student will be disenrolled effective the date of the hearing.

If as a result of the hearing the student is disenrolled, notice will be sent to the student's last known school district of residence within thirty (30) days.

A hearing decision not to disenroll the student does not prevent the Charter School from making a similar recommendation in the future should student truancy continue or reoccur.

Nondiscrimination Statement

The Charter School does not discriminate against any person on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, immigration status, religion, religious affiliation, sexual orientation, pregnancy, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code.

Charter School does not discriminate against any person on the basis of sex or gender in the operation, conduct, or administration of community youth athletics programs, or in the allocation of parks and recreation facilities and resources or school and recreation facilities and resources that support or enable these programs.

The Charter School Board of Directors ("Board") shall not refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction or any book or other resource in a school library on the basis that it includes a study of the role and contributions of Native Americans, African Americans, Latino Americans, Asian Americans, Pacific Islanders, European Americans, LGBTQ+ Americans, persons with disabilities, or members of other ethnic, cultural, religious, or socioeconomic status groups.

Instruction and instructional materials shall be factually accurate and align with the adopted curriculum and standards and be consistent with accepted standards of professional responsibility, rather than advocacy, personal opinion, bias, or partisanship. A teacher shall not give instruction and Charter School shall not sponsor any activity that promotes a discriminatory bias on the basis of race or ethnicity, gender, religion, disability, nationality, or sexual orientation, or pursuant to a characteristic listed in Section 220. Discriminatory bias in instruction and school-sponsored activities does not require a showing of direct harm to members of a protected group. Members of a protected group do not need to be present while the discriminatory bias is occurring for the act to be considered discriminatory bias. The Board shall take corrective action if it finds that instruction or school-sponsored activities are discriminatory.

¶

The ~~Charter School~~ Board ~~of Directors~~ shall not adopt or approve the use of any textbook, instructional material, supplemental instructional material, professional development materials, or

curriculum for classroom instruction if the use of such would subject a student to unlawful discrimination pursuant to Education Code section 220, or if the professional development materials or services promote, endorse, or otherwise support actions or the use of any textbook, instructional material, supplemental instructional material, or curriculum which would subject a pupil to unlawful discrimination pursuant to Section 220.

If the Board knows or has reason to know that materials were used in a classroom, that professional development materials or services were used, or that an action occurred that violated Education Code section 220, the Board shall investigate and remediate the action, which may include, but is not limited to, the implementation of restorative justice practices.¶

The Charter School adheres to all provisions of federal law related to students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 ("ADA"), and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA").

The Charter School does not discourage students from enrolling or seeking to enroll in the Charter School for any reason, including, but not limited to, academic performance, disability, neglect or delinquency, English proficiency, for being homeless or a foster/mobile youth, economic disadvantage, nationality, race, ethnicity, or sexual orientation. The Charter School shall not encourage a student currently attending Charter School to disenroll or transfer to another school based on any of the aforementioned reasons except in cases of expulsion and suspension or involuntary removal in accordance with the Charter School's charter and relevant policies.

The Charter School does not request nor require student records prior to a student's enrollment.

The Charter School shall provide a copy of the California Department of Education Complaint Notice and Form to any parent, guardian, or student over the age of 18 at the following times: (1) when a parent, guardian, or student over of the age of 18 inquires about enrollment; (2) before conducting an enrollment lottery; and (3) before disenrollment of a student.

The Charter School is committed to providing an educational atmosphere that is free of unlawful harassment under Title IX of the Education Amendments of 1972 (sex); Titles IV, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin); The Age Discrimination Act of 1975; the IDEIA; and Section 504 and Title II of the ADA (mental or physical disability).

The Charter School also prohibits sexual harassment, including cyber sexual bullying, and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, religious affiliation, creed, color, immigration status, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation.

The Charter School does not condone or tolerate harassment of any type, including discrimination, intimidation, or bullying, including cyber sexual bullying, by any employee, independent contractor or other person with which the Charter School does business, or any other individual, student, or volunteer. This applies to all employees, students, or volunteers and relationships, regardless of position or gender.

Pursuant to California law and the California Attorney General's guidance to K-12 schools in responding to immigration issues ("Guidance"), Charter School provides equal access to free public education, regardless of a student's or their parent's or guardian's immigration status or religious beliefs. The complete Guidance, including *Appendix G – Know Your Rights* can be reviewed via the following link: https://oag.ca.gov/sites/all/files/agweb/pdfs/bcj/school-guidance-model-k12.pdf.

The Charter School will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted. Inquiries, complaints, or grievances regarding harassment as described in this section, above, should be directed to the Charter School Uniform Complaint Procedures ("UCP") Compliance Officer:

Maria Arechiga
Chief of Staff~~Strategy and Compliance Officer~~
Amethod Public Schools
1450 Marina Way South Suite 300
Richmond, CA 94804
marechiga@amethodschools.org
Telephone: (510) 436-0172

The lack of English language skills will not be a barrier to admission or participation in The Charter School's programs or activities. Charter School prohibits retaliation against anyone who files a complaint or who participates or refuses to participate in a complaint investigation.

Notice Of Policy Regarding Immigration Enforcement Activity

Important: This notice summarizes our Policy Regarding Immigration Enforcement Activity. The complete policy is available in the main office and on the AMPS website: https://www.amethodschools.org/apps/pages/index.jsp?uREC_ID=376642&type=d&termREC_ID=&pREC_ID=1201064

Our COMMITMENT TO ALL STUDENTS
We provide a safe, welcoming environment for all students regardless of immigration status or religious beliefs. We limit immigration enforcement activities at our facilities consistent with California law.

YOUR RIGHTS AND PROTECTIONS
Non-Discrimination: We prohibit discrimination, harassment, intimidation, and bullying based on immigration status, nationality, race, ethnicity, citizenship status, religion, national origin, or ancestry. We promptly investigate all complaints and take appropriate action.

Enrollment: We do not request citizenship or immigration documentation for enrollment, other than documents we might review but not retain to establish a child's birthdate. We accept various documents to establish residence (utility bills, rental agreements, pay stubs, declarations of residency) and age (birth certificates, baptism certificates, passports, or affidavits). Students experiencing homelessness may enroll even without typical documentation if otherwise eligible.

Privacy of Information: We do not collect or maintain information about students' or families' citizenship or immigration status except when required by law for specific education programs. If

we do, we collect such information separately from enrollment and do not use it to discriminate or prevent school attendance.

Social Security Numbers: We do not require Social Security numbers for enrollment. We may request the last four digits of an adult household member's number only to establish eligibility for free or reduced-price meals. Students can still qualify without providing this information if they meet income requirements.

## INFORMATION SHARING LIMITS

We do not share student information that might indicate immigration or citizenship status unless authorized by the Family Educational Rights and Privacy Act (FERPA) or required by valid court orders, warrants, or subpoenas. We provide parents notice before responding to such requests (except in child abuse cases or when prohibited).

Immigration Enforcement Officers: Without written parental consent, we do not provide student information to immigration enforcement officers unless they present a valid judicial warrant, judicial subpoena, or court order signed by a judge. ICE administrative warrants do not authorize access to nonpublic school areas or student information.

## CAMPUS ACCESS PROCEDURES

Immigration enforcement officers carrying out immigration enforcement activities may not enter nonpublic school areas without a valid judicial warrant or court order. In the event of an enforcement activity authorized by a judicial order, our staff will:

- Request credentials and documentation from any officer
- Contact the school site administrator before granting access
- Request that officers not interrupt instruction
- Document all interactions and notify parents, staff, and students pursuant to the procedures outlined in our Comprehensive School Safety Plan
- Report attempts to access campus or students to the California Department of Justice and to the Charter School Board of Directors

## ANTI-BULLYING AND HATE CRIMES

We educate students about respecting all peers and the harmful effects of bullying based on protected characteristics. We train staff to eliminate hostile environments and respond to harassment. Students who experience hate crimes have the right to report them. Review our complete Harassment, Discrimination, Intimidation, & Bullying Policy and Uniform Complaint Procedures in the main office.

## SUPPORT FOR FAMILIES

Emergency Contacts: You may update your student's emergency contact information anytime. We encourage you to include a trusted adult or multiple adults who can care for your child if you become unavailable. We use this information only for emergencies.

Caregivers Authorization Affidavit: We encourage families to support relative caregivers in completing a Caregivers Authorization Affidavit. We will rely on a signed, completed Affidavit to allow an authorized caregiver to enroll a student in school and to consent to school-related medical care. A parent's signature is not required on the Caregiver Authorization Affidavit. This form is available HERE.

If Parents Are Detained: We release students to emergency contacts or anyone with a Caregiver's

Authorization Affidavit. We contact child protective services only if we cannot arrange care through provided contacts.

Family Safety Plans: We encourage families to develop safety plans identifying trusted adults who can care for students and locations of important documents (birth certificates, passports, medical information).

Resources for Detained Family Members:

- ICE Detainee Locator: https://locator.ice.gov/odls#/search
- Legal Assistance: California organizations accredited by Board of Immigration Appeals at https://www.justice.gov/eoir/recognition-accreditation-roster-reports; Self-Help Centers at http://www.courts.ca.gov/selfhelp-selfhelpcenters.htm
- Consulates/Embassies: Contact your country of origin's consulate for assistance¶

Uniform Complaint Procedure ("UCP")

Charter School is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. The Charter School shall investigate and seek to resolve complaints using policies and procedures known as the Uniform Complaint Procedure ("UCP") adopted by our Governing Board for the following types of complaints:

1. Complaints alleging unlawful discrimination, harassment, intimidation, or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any Charter School program or activity. Unlawful discrimination includes, but is not limited to, noncompliance with Education Code section 243(a) or 244.

2. Complaints alleging a violation of state or federal law or regulation governing the following programs:

    - Accommodations for Pregnant, Parenting or Lactating Students;
    - Adult Education;
    - After School Education and Safety;
    - Career Technical and Technical Education;
    - Career Technical and Technical Training;
    - Child Care and Development Programs;
    - Consolidated Categorical Aid;
    - Education for graduation of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a public school, Migratory Children and Children of Military Families;
    - Every Student Succeeds Act;
    - Migrant Education Programs; and/or
    - Regional Occupational Centers and Programs

3. Complaints alleging noncompliance with laws relating to pupil fees. A student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity. A pupil fee includes, but is not limited to, all of the following:

    - A fee charged to a student as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.
    - A security deposit, or other payment, that a student is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
    - A purchase that a student is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

    Complaints of noncompliance with laws relating to pupil fees may be filed with the Executive Director[MMH1.1] or the Compliance Officer identified below.

4. Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula ("LCFF") or Local Control and Accountability Plans ("LCAP") under Education Code sections 47606.5 and 47607.3, as applicable. If the Charter School adopts a School Plan for Student Achievement ("SPSA") in addition to its LCAP, complaints of noncompliance with the requirements of the SPSA under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under the UCP.

5. Complaints alleging noncompliance regarding child nutrition programs established pursuant to Education Code sections 49490-49590 are governed by Title 7, Code of Federal Regulations ("C.F.R.") sections 210.19(a)(4), 215.1(a), 220.13(c), 225.11(b), 226.6(n), and 250.15(d) and Title 5, California Code of Regulations ("C.C.R.") sections 15580 - 15584.

6. Complaints alleging noncompliance regarding special education programs established pursuant to Education Code sections 56000-56865 and 59000-59300 are governed by the procedures set forth in 5 C.C.R. sections 3200-3205 and 34
C.F.R. sections 300.151-300.153.

7. Complaints regarding state preschool health and safety issues in local educational agencies exempt from licensing are governed by 5 C.C.R. sections 4690-4694, except as otherwise indicated.

Complaints other than complaints related to pupil fees must be filed in writing with the following Compliance Officer: Maria Arechiga
Chief of Staff~~Strategy and Compliance Officer~~
Amethod Public Schools
1450 Marina Way South Suite 300
Richmond, CA 94804
marechiga@amethodschools.org
Telephone: (510) 436-0172

Only complaints regarding pupil fees, ~~or~~ LCAP ~~compliance~~, or noncompliance with Education Code section 243 or 244 may be filed anonymously and only if the anonymous complainant

provides evidence or information leading to evidence to support an allegation of noncompliance with the respective applicable laws.

Complaints alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed within six (6) months from the date the alleged discrimination, harassment, intimidation, or bullying, occurred or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying. All other complaints under the UCP shall be filed not later than one (1) year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation is the date on which the Charter School's Board of Directors approved the LCAP or the annual update was adopted by the Charter School.

The Compliance Officer responsible for investigating the complaint shall conduct and complete the investigation in accordance with California regulations and the Charter School's UCP Policy. The Compliance Officer shall provide the complainant with a final written investigation report ("Decision") within sixty (60) calendar days from the Charter School's receipt of the complaint. This sixty (60) calendar day time period may be extended by written agreement of the complainant.

The complainant has a right to appeal the Charter School's Decision to the California Department of Education ("CDE") by filing a written appeal within thirty (30) calendar days of the date of the Charter School's written Decision, except if the Charter School has used its UCP to address a complaint that is not subject to the UCP requirements. The appeal must include a copy of the complaint filed with the Charter School, a copy of the Charter School's Decision, and the complainant must specify and explain the basis for the appeal of the Decision, including at least one of the following:

1. The Charter School failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, the Charter School's Decision lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in the Charter School's Decision are not supported by substantial evidence.
4. The legal conclusion in the Charter School's Decision is inconsistent with the law.
5. In a case in which the Charter School's Decision found noncompliance, the corrective actions fail to provide a proper remedy.

A complainant who appeals the Charter School's Decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.

Within thirty (30) calendar days of the date of the CDE's appeal Decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction ("SSPI") or the SSPI's designee. The request for reconsideration shall specify and explain the reason(s) for contesting the findings of fact, conclusions of law, or corrective actions in the CDE's appeal Decision.

If Charter School fails to issue an investigation report within the required sixty (60) calendar day timeline, a party to a written complaint of prohibited discrimination may appeal directly to the SSPI. The complaint must provide evidence supporting the basis for direct filing and explain why immediate action is necessary.

Complaints alleging noncompliance with Education Code section 243 or 244 may be filed with the SSPI directly, and the SSPI may directly intervene without waiting for an investigation by the Charter School. The complainant shall present the SSPI with evidence that supports the basis for the direct filing and why immediate action is necessary.

If a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.

If the Charter School finds merit in a UCP complaint, or the CDE finds merit in an appeal, the Charter School shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected student and/or parent/guardian as applicable.

A complainant may pursue available civil law remedies outside of the Charter School's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. ~~For unlawful discrimination, harassment, intimidation or bullying complaints arising under state law, however, a complainant must intimidation~~ Complainants alleging a violation of Education Code section 220, 243, 244, 51500, 51501, may seek civil remedies ~~wait until~~after sixty (60) calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if the Charter School has appropriately, and in a timely manner, apprised the complainant of the complainant's right to file a complaint in accordance with 5 C.C.R. § 4622.

A copy of the UCP shall be available upon request free of charge in the main office. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the UCP, please contact the Chief Executive Officer.

Lost or Damaged School Property

If a student willfully damages the Charter School's property or the personal property of a Charter School employee, or fails to return a textbook, library book, computer/tablet or other Charter School property that has been loaned to the student, the student's parents/guardians are liable for all damages caused by the student's misconduct not to exceed ten thousand dollars ($10,000), adjusted annually for inflation. After notifying the student's parent or guardian in writing of the student's alleged misconduct and affording the student due process, the Charter School may withhold the student's grades, transcripts, and high school diploma, until the damages have been paid. If the student and the student's parent/guardian are unable to pay for the damages or to return the property, Charter School will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. Upon completion of the voluntary work, the student's grades, transcripts, and high school diploma will be released.

Student Records, including Records Challenges and Directory Information, and CCGI Notice

The Family Educational Rights and Privacy Act ("FERPA") affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education

records. These rights are:

1. The right to inspect and review the student's education records within five (5) business days after the day the Charter School receives a request for access. Parents or eligible students should submit to the Charter School Chief Executive Officer or designee a written request that identifies the records they wish to inspect. The Charter School official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask the Charter School to amend a record should write the Charter School's Chief Executive Officer or designee, clearly identify the part of the record they want changed and specify why it should be changed. If the Charter School decides not to amend the record as requested by the parent or eligible student, the Charter School will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing. If the Charter School decides to amend the record as requested by the parent or eligible student, the Chief Executive Officer must order the correction or the removal and destruction of the information and inform the parent or eligible student of the amendment in writing.

3. The right to provide written consent before the Charter School discloses personally identifiable information ("PII") from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to Charter School officials with legitimate educational interests. A Charter School official is a person employed by the Charter School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Charter School's Board of Directors. A Charter School official also may include a volunteer, consultant, vendor, or contractor outside of the Charter School who performs an institutional service or function for which the Charter School would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist, or contracted provider of digital educational platforms and/or services; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another Charter School official in performing their tasks. A Charter School official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility.

Upon request, the Charter School discloses education records without consent to officials of another school district in which a student seeks or intends to enroll, or is already enrolled, if the disclosure is for purposes of the student's enrollment or transfer.

Note that Charter School will not release information to third parties for immigration-enforcement

purposes, except as required by law or court order.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the Charter School to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

   Student Privacy Policy Office
   U.S. Department of Education
   400 Maryland Avenue, SW Washington, DC 20202

5. The right to request that the Charter School not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

FERPA permits the disclosure of PII from student's education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in
§99.31 of the FERPA regulations. Except for disclosures to Charter School officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, §99.32 of the FERPA regulations requires the Charter School to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A Charter School may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student to the following parties:

1. Charter School officials who have a legitimate educational interest as defined by 34 C.F.R. Part 99;
2. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools, the Charter School will mail the original or a copy of a student's cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the student intends to enroll. The Charter School will make a reasonable attempt to notify the parent or eligible student of the request for records at the parent's or eligible student's last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, the Charter School will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for hearing;
3. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
4. Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
5. Organizations conducting certain studies for the Charter School in accordance with 20 U.S.C. § 1232g(b)(1)(F);
6. Accrediting organizations in order to carry out their accrediting functions;
7. Parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
8. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena.

Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek a protective order;

9. Persons who need to know in cases of health and safety emergencies;
10. State and local authorities, within a juvenile justice system, pursuant to specific State law;
11. A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and a caregiver (regardless of whether the caregiver has been appointed as the student's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by the Charter School for students and parents, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by the Charter School; and/or
12. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include the final results of the disciplinary proceedings conducted by the Charter School with respect to that alleged crime or offense. The Charter School discloses the final results of the disciplinary proceeding regardless of whether the Charter School concluded a violation was committed.

"Directory Information" is information that is generally not considered harmful or an invasion of privacy if released. The Charter School may disclose the personally identifiable information that it has designated as directory information without a parent's or eligible student's prior written consent. The Charter School has designated the following information as directory information:

1. Student's name
2. ~~Student's address¶~~
3. ~~Parent's/guardian's address¶~~
4. ~~-~~Telephone listing
5. Student's electronic mail address
6. Parent's/guardian's electronic mail address
7. Photograph/video
8. Date ~~and place~~ of birth
9. Dates of attendance
10. Grade level
11. Participation in officially recognized activities and sports
12. Weight and height of members of athletic teams 13.Degrees, honors, and awards received
14. The most recent educational agency or institution attended
15. Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's social security number, in whole or in part, cannot be used for this purpose.)

If you do not want the Charter School to disclose directory information from your child's education

records without your prior written consent, you must notify the Charter School in writing at the time of enrollment or re-enrollment. Please notify the PrincipalSite Director at:

| School | Name/Title | Email | Phone |
|---|---|---|---|
| Benito Juarez Elementary | Michelle Walker, PrincipalSite Director | lawalker@amethodschools.org | 510-215-7009 |
| John Henry High School | Stacy Drakeford PrincipalSite Director | sdrakeford@amethodschools.org | 510-235-2439 |
| Downtown Charter Academy | Jillianne Whitfield, PrincipalSite Director | jwhitfield@amethodschools.org | 510-535-1580 |
| Oakland Charter¶ Academy¶ | Phillip Ellingberg¶ PrincipalSite Director¶ | pellingberg@amethodschools.org¶ | 510-532-6751¶ |
| Richmond Charter Academy | Jasmine Landers, PrincipalSite Director | jwilliams@amethodschools.org | 510-235-2465 |

Charter School shall not release directory information regarding a student identified as a homeless child or youth under the McKinney Vento Homeless Assistance Act in the absence of parent, guardian, or eligible student's written consent, except as follows:

a. When the directory information is released for the purposes of facilitating the student's access to an oral assessment or eye examination required by Charter School, unless the parent/guardian opts out of the examination.

A copy of the complete Policy is available upon request at the main office.

Please note that data collected and reported by the Charter School to the California Longitudinal Pupil Achievement Data System (CalPADS[1]) pursuant to state law, will be shared with the California College Guidance Initiative ("CCGI"[2]), Pursuant to CA Ed Code section 60900.5, and will:

1) Be used to provide pupils and families with direct access to online tools and resources.
2) Enable a pupil to transmit information shared with the CCGI to both of the following:
   a. Postsecondary educational institutions for purposes of admissions and academic placement.
   b. The Student Aid Commission for purposes of determining eligibility for, and increasing uptake of, student financial aid.

Please visit the CCGI website at CaliforniaColleges.edu to access resources that help students and their families learn about college admissions requirements.

[1] [1] CALPADS is a database maintained by the CDE which consists of pupil data from elementary and secondary schools relating to, among other things, demographic, program participation, enrollment, and statewide assessments data.

[2] CCGI an authorized provider of an institutional service to all California local educational agencies and as part of the state's efforts to make college-going a more streamlined experience for students. The CCGI currently receives enrollment data for all public-school students enrolled in grades six through twelve from the California Department of Education (CDE).

Education of Foster and Mobile Youth

Definitions: For the purposes of this annual notice the terms are defined as follows:

- *"Foster youth"* means any of the following:

    1. A child who has been removed from their home pursuant to Section 309 of the California Welfare and Institutions Code ("WIC").
    2. A child who is the subject of a petition filed pursuant to WIC section 300 or 602 (whether or not the child has been removed from the child's home by juvenile court).
    3. A child who is the subject of a petition filed pursuant to WIC section 602, has been removed from the child's home by the juvenile court, and is in foster care.
    4. A nonminor under the transition jurisdiction of the juvenile court, as described in WIC section 450, who satisfies all of the following criteria:
        a. The nonminor has attained 18 years of age while under an order of foster care placement by the juvenile court.
        b. The nonminor is in foster care under the placement and care responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes, or tribal organization.
        c. The nonminor is participating in a transitional independent living case plan.
    5. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court.[3]
    6. A child who is the subject of a voluntary placement agreement, as defined in WIC section 11400.

- *"Former juvenile court school student"* means a student who, upon completion of the student's second year of high school, transfers from a juvenile court school to the Charter School.

- *"Child of a military family"* refers to a student who resides in the household of an active duty military member.

- *"Currently Migratory Child"* refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to the Charter School from another Local Educational Agency ("LEA"), either within California or from another state, so that the child or a member of the child's immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child's eligibility for migrant education services. This includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.

- *"Newcomer pupil"* is a person aged 3 to 21 years, who was not born in any of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, and has not been

[33] The Charter School shall not require an Indian tribe or tribal court representative to certify that any student is a dependent of an Indian tribe, consortium of tribes, or tribal organization.

attending one or more schools in any one or more of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, for more than three (3) full academic years. This also includes a "pupil participating in a newcomer program," as defined in Education Code section 51225.2, as that section read on January 1, 2023, who was enrolled in the Charter School before January 1, 2024. The Charter School may, in its discretion, also extend the rights in Education Code sections 51225.1 and 51225.2 to a "pupil participating in a newcomer program," as defined in Education Code section 51225.2, as that section read on January 1, 2023.

- *"Educational Rights Holder" ("ERH")* means a parent, guardian, or responsible adult appointed by a court to make educational decisions for a minor pursuant to WIC sections 319, 361 or 726, or a person holding the right to make educational decisions for the student pursuant to Education Code section 56055.

- *"School of origin"* means the school that the foster youth attended when permanently housed or the school in which the foster youth was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which the student was last enrolled, or if there is some other school that the foster youth attended within the immediately preceding 15 months, the Charter School liaison for foster youth, in consultation with and with the agreement of the foster youth and the ERH for the youth, shall determine, in the best interests of the foster youth, the school that shall be deemed the school of origin. For a foster youth who is an individual with exceptional needs as defined in Education Code section 56026, "school" as used in the definition of "school of origin" includes a placement in a nonpublic, nonsectarian school as defined in Education Code section 56034, subject to the requirements of Education Code section 56325.

- *"Best interests"* means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, the opportunity to be educated in the least restrictive educational program and the foster youth's access to academic resources, services, and extracurricular and enrichment activities that are available to all Charter School students.

- *"Partial coursework satisfactorily completed"* includes any portion of an individual course, even if the student did not complete the entire course.

Within this notice, foster youth, former juvenile court school students, a child of a military family, a currently migratory child, and newcomer pupil will be collectively referred to as "Foster and Mobile Youth." Within this notice, a parent, guardian, or other person holding the educational rights for a Foster and Mobile Youth will be referred to as a "parent/guardian" or "ERH."

Foster and Mobile Youth Liaison: The Chief Executive Officer or designee designates the following staff person as the Liaison for Foster and Mobile Youth:

| Benito Juarez Elementary | Downtown Charter Academy | John Henry High School |
|---|---|---|
| John Devlin~~Janice Galindo~~ | Gregg Pentony | Omar Padilla |
| Dean of Instruction | Dean of Students | Dean of Students |
| 1450 Marina Way South, Richmond, CA 94804 | 2000 Dennison St, Oakland, CA 94606 | 1402 Marina Way South, Richmond, CA 94804 |
| 510-215-7009 | 510-535-1580 | 510-235-2439 |

| | | |
|---|---|---|
| jdevlingalindo@amethodschools.org | gpentony@amethodschools.org | opadilla@amethodschools.org |

| Oakland Charter Academy¶ | Richmond Charter Academy |
|---|---|
| Shandrea Wing¶ | Gabriela Lopez-Reifsnyder |
| Dean of Instruction¶ | Dean of Students |
| 4215 Foothill Blvd, Oakland, CA 94601¶ | 1450 Marina Way South, Richmond, CA 94804 |
| 510-532-6751¶ | 510-235-2465 |
| swing@amethodschools.org¶ | glopez@amethodschools.org |

The Foster and Mobile Youth Liaison's responsibilities include but are not limited to the following:

1. Ensuring and facilitating the proper educational placement, enrollment in school, and checkout from school of foster children.
2. Assisting foster children when transferring from one school to another school in ensuring proper transfer of credits, records and grades.

School Stability: The Charter School will work with foster youth and their parent/guardian to ensure that each student is placed in the least restrictive educational programs, and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all students, including, but not necessarily limited to, interscholastic sports. All decisions regarding a foster youth's education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

Foster youth, currently migratory children and children of military families have the right to remain in their school of origin if it is in their best interest. The Charter School will immediately enroll a foster youth, currently migratory child or child of a military family seeking re enrollment in the Charter School as the student's school of origin (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy). If a dispute arises regarding a foster youth's request to remain in the Charter School as the school of origin, the foster youth has the right to remain in the Charter School pending the resolution of the dispute. The Charter School will also immediately enroll any foster youth, currently migratory child or child of a military family seeking to transfer to the Charter School (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy) regardless of the student's ability to meet normal enrollment documentation or uniform requirements (e.g. producing medical records or academic records from a previous school).

Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin following the termination of the child's status as a foster youth, currently migratory child or child of a military family, as follows:

1. For students in Kindergarten through eighth grade, inclusive, the student will be allowed to continue in the school of origin through the duration of the academic year in which the student's status changed.
2. For students enrolled in high school, the student will be allowed to continue in the school of origin through graduation.

If the Charter School operates an intersession program, Charter School shall grant priority access to foster youths. Notwithstanding any other law, if the foster youth will be moving during an intersession period, the pupil's educational rights holder, or Indian custodian in the case of an Indian child, shall determine which school the pupil attends for the intersession period, if applicable. "Intersession program" means an expanded learning program offered by the Charter School on non school days, including, but not limited to, summer school. "Indian custodian" is as the term is defined in Section 1903 of Title 25 of the United States Code.

High School Graduation Requirements: Foster and Mobile Youth who transfer to the Charter School any time after the completion of their second year of high school, and newcomer pupils who are in their third or fourth year of high school, shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless the Charter School makes a finding that the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fourth year of high school.

To determine whether a Foster and Mobile Youth is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer, the length of the student's school enrollment, or, for students with significant gaps in school attendance, the student's age as compared to the average age of students in the third or fourth year of high school, may be used, whichever will qualify the student for the exemption. For a newcomer pupil, enrollment in grade 11 or 12, based on the average age of students in the third or fourth year of high school may be used to determine whether the student is in their third or fourth year of high school.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the parent/guardian, and where applicable, the student's social worker or probation officer, of the availability of the exemption and whether the student qualifies for an exemption.

The Charter School shall notify and consult with students who are exempted from the Charter School's additional graduation requirements and the student's ERH. The consultation shall include all of the following:

1. Discussion regarding how any of the requirements that are waived may affect the student's postsecondary education or vocation plans, including the ability to gain admission to a postsecondary educational institution.
2. Discussion and information about other options available to the student, including, but not limited to, a fifth year of high school, possible credit recovery, and any transfer opportunities available through the California Community Colleges.
3. Consideration of the student's academic data and any other information relevant to making an informed decision on whether to accept the exemption.

The Charter School shall not require any student who would otherwise be entitled to remain in attendance at the Charter School to accept the exemption from the Charter School's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. The Charter School shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless

of whether the student previously declined the exemption.

If a Foster and Mobile Youth who was eligible for an exemption and 1) was not properly notified of the availability of the exemption, or 2) previously declined the exemption pursuant to this Policy, the Charter School shall exempt the student within thirty (30) days of the exemption request, if an exemption is requested by the student or the student's ERH student at one time qualified for the exemption, even if the student is no longer a Foster and Mobile Youth or the court's jurisdiction of the student has terminated.

An eligible student's exemption from the Charter School's additional graduation requirements will continue to apply while the student is enrolled in the Charter School or if the student transfers to another school even after the court's jurisdiction terminates or the student no longer meets the definition of Foster and Mobile Youth.

The Charter School shall not require or request that a student transfer schools in order to qualify the student for the exemption. Nor shall a student, a student's parent/guardian or educational rights holder, or a student's social worker or probation officer request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

If a student who is exempted from the Charter School's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise be entitled to remain in attendance at the Charter School, the Charter School shall not require or request that the student graduate before the end of the student's fourth year of high school.

If the Charter School determines the student is reasonably able to complete the Charter School's additional graduation requirements by the end of the student's fifth year of high school, the Charter School shall do the following:

1. Consult with the student and the student's ERH regarding the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements, consistent with the laws regarding continuous enrollment and satisfactory progress for Charter School students over age 19.
2. Consult with the student, and the ERH for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Consult with and provide information to the student and the student's ERH about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the student's ERH.
5. For a student identified as a foster youth, consult with the student, and the student's ERH, regarding the student's option to remain in the school of origin.

Through January 1, 2028, upon making a finding that a Foster and Mobile Youth is not reasonably able to complete the Charter School's additional graduation requirements but is reasonably able to complete state coursework requirements specified in Education Code Section 51225.3 within the student's fifth year of high school, the Executive Director or designee shall exempt the student

from Charter School's graduation requirements and provide student the option of remaining in school for a fifth (5th) year to complete the statewide coursework requirements. Charter School shall consult with the Foster and Mobile Youth and their ERH regarding all of the following:

1. The student's option to remain in school for a fifth year to complete the statewide coursework requirements.
2. How waiving the local educational requirements and remaining in school for a fifth year may affect the student's postsecondary education or vocation plans, including the ability to gain admission to an institution of higher education.
3. Whether any other options are available to the student, including, but not limited to, possible credit recovery, and any transfer opportunities available through the California Community Colleges.
4. The student's academic data and any other information relevant to making an informed decision on whether to accept the exemption and option to remain in school for a fifth year to complete the statewide coursework requirements.

If a Foster and Mobile Youth is not eligible for an exemption in the year in which the student transfers between schools, or for a newcomer pupil, is not eligible for an exemption in the student's third year of high school, because Charter School makes a finding that the student is reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the student's fourth year of high school, then Charter School shall do the following:

1. Within the first 30 calendar days of the *following* academic year, Charter School shall reevaluate eligibility;
2. Provide written notice to the student, the student's ERH, and the student's social worker or probation officer, if applicable, whether the student qualifies for an exemption upon reevaluation, based on the course completion status of the student at the time of reevaluation, to determine if the student continues to be reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the student's fourth year of high school.
3. If, given their course completion status at that time the reevaluation is conducted, the student is not reasonably able to complete Charter School additional graduation requirements in time to graduate from high school by the end of the student's fourth year of high school, the Charter School shall provide written notice to the pupil and the pupil's ERH of the pupil's options to:
    a. Receive an exemption from all coursework and other requirements adopted by the governing board body of Charter School that are in addition to the statewide coursework requirements specified in Section 51225.3, or
    b. Upon agreement with the student's ERH ~~to~~ stay in school for a fifth year to complete the Charter School's additional graduation requirements.

The student (if not a minor) or the student's ERH shall have sole discretion whether to accept the exemption, based on the student's best educational interests.

Reporting Requirements: Charter School shall report to the California Department of Education ("CDE") annually on the number of pupils who, for the prior school year, graduated with an exemption from the Charter School's graduation requirements that are in addition to the statewide coursework requirements. This data shall be reported for pupils graduating in the fourth year and

fifth year cohorts, and shall be disaggregated by cohort, pupil category, race, and disability status. The CDE shall make this data publicly available on an annual basis aligned with other reporting timelines for the California dashboard graduation data. For purposes of this notice, "pupil category" means the categories of pupils identified in the "Definitions" section of this Policy, above.

Acceptance of Course Work: The Charter School will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a Foster and Mobile Youth.

The Charter School will provide Foster and Mobile Youth credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, the Charter School shall not require the student to retake the portion of the course the student completed unless the Charter School, in consultation with the holder of educational rights for the student, finds that the student is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the Foster and Mobile Youth shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

Student Records: When the Charter School receives a transfer request and/or student records request for the educational information and records of a foster youth from a new local educational agency ("LEA"), the Charter School shall provide these student records within two (2) business days. The Charter School shall compile the complete educational record of the student, including but not limited to a determination of seat time, full or partial credits earned, current classes and grades, immunization and other records, and, if applicable, a copy of the student's special education records including assessments, IEPs, and/or 504 plans. All requests for student records will be shared with the Foster and Mobile Youth Liaison, who shall be aware of the specific educational record-keeping needs of Foster and Mobile Youth.

The Charter School shall not lower a foster youth's grades as a result of the student's absence due to a verified court appearance, related court ordered activity, or a change the placement of the student made by a county or placing agency. If a foster youth is absent from school due to a decision to change the placement of the student made by a county or placing agency, the grades and credits of the student will be calculated as of the date the student left the Charter School.

In accordance with the Charter School's Educational Records and Student Information Policy, under limited circumstances, the Charter School may disclose student records or personally identifiable information contained in those records to certain requesting parties including but not limited to a foster family agency and state and local authorities within a juvenile justice system, without parent/guardian consent. Students who are 16 years of age or older or have finished 10th grade may access their own school records.

Discipline Determinations: If the Charter School intends to extend the suspension of any foster/ youth pending a recommendation for expulsion, the Charter School will invite the student's attorney and an appropriate representative from the relevant county agency to participate in the

meeting at which the extension of the suspension will be discussed.
If the Charter School intends to suspend for more than ten (10) consecutive school days or expel a student with a disability who is also a foster youth due to an act for which the recommendation for expulsion is discretionary, the Charter School will invite the student's attorney and an appropriate representative from the relevant county agency to participate in the Manifestation Determination Review meeting.

Complaints of Noncompliance: A complaint of noncompliance with any of the requirements outlined above may be filed through the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request at the main office.

Availability of Complete Policy: For any Foster and Mobile Youth who enrolls at the Charter School, a copy of the Charter School's complete foster youth policy shall be provided at the time of enrollment. A copy of the complete Policy is available upon request at the main office.

Education of Homeless Children and Youth

The term "homeless children and youth" means individuals who lack a fixed, regular and adequate nighttime residence. It includes children and youths who (42 U.S.C. § 11434a):

1. Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;

2. Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;

3. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and/or

4. Migratory children and unaccompanied youth (youth not in the physical custody of a parent or guardian) may be considered homeless if they meet the above definition of "homeless."

Homeless status is determined in cooperation with the parent or guardian. In the case of unaccompanied youth, status is determined by the Charter School Liaison.

School Liaison: The Chief Executive Officer or designee designates the following staff person as the School Liaison for homeless students (42 U.S.C. § 11432(g)(1)(J)(ii)):

| Benito Juarez Elementary | Downtown Charter Academy | John Henry High School |
|---|---|---|
| ~~Janice Galindo~~John Devlin | Gregg Pentony | Omar Padilla |
| Dean of Instruction | Dean of Students | Dean of Students |
| 1450 Marina Way South, | 2000 Dennison St, Oakland, CA | 1402 Marina Way South, |
| Richmond, CA 94804 | 94606 | Richmond, CA 94804 |
| 510-215-7009 | 510-535-1580 | 510-235-2439 |
| ~~jgalindo@amethodschools.org~~jdevlin@amethodschools.org | gpentony@amethodschools.org | opadilla@amethodschools.org |

| ~~Oakland Charter Academy~~¶ | Richmond Charter Academy |
|---|---|
| ~~Shandrea Wing~~¶ | Gabriela Lopez-Reifsnyder |
| ~~Dean of Instruction~~¶ | Dean of Students |
| ~~4215 Foothill Blvd, Oakland, CA 94601~~¶ | 1450 Marina Way South, Richmond, CA 94804 |
| ~~510-532-6751~~¶ | 510-235-2465 |
| ~~swing@amethodschools.org~~¶ | glopez@amethodschools.org |

The Charter School Liaison shall ensure that (42 U.S.C. § 11432(g)(6)):

1. Homeless students are identified by Charter School personnel through outreach and coordination activities with other entities and agencies, and through the annual housing questionnaire administered by the Charter School.
2. Homeless students enroll in and have a full and equal opportunity to succeed at the Charter School.
3. Homeless students and families receive educational services for which they are eligible, including services through Head Start programs (including Early Head Start programs) under the Head Start Act, early intervention services under part C of the Individuals with Disabilities Education Act, any other preschool programs administered by the Charter School, if any, and referrals to health care services, dental services, mental health services and substance abuse services, housing services, and other appropriate services.
4. Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children. Public notice of the educational rights of homeless children is disseminated at places frequented by parents or guardians of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.
5. Enrollment/admissions disputes are mediated in accordance with law, the Charter School's charter, and Board policy.
6. Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable.
7. Charter School personnel providing services receive professional development and other support.
8. The Charter School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
9. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students under section 480 of the Higher Education Act of 1965 and that the youths mayobtain assistance from the Charter School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid described in section 483 of the Act.

The California Department of Education publishes a list of the contact information for the Homeless Education Liaisons in the state, which is available at: https://www.cde.ca.gov/sp/hs/

Housing Questionnaire: Charter School shall administer a housing questionnaire for purposes of

identifying homeless children and youth. Charter School shall ensure that the housing questionnaire is based on the best practices developed by the CDE. Charter School shall annually provide the housing questionnaire to all parents/guardians of students and to all unaccompanied youths at Charter School. The housing questionnaire shall include an explanation of the rights and protections a student has as a homeless child or youth or as an unaccompanied youth. The housing questionnaire shall be available in paper form. The housing questionnaire shall be available in English, and if fifteen (15) percent or more of the students enrolled at Charter School speak a single primary language other than English, it shall also be written in the primary language. The questionnaire shall be translated into other languages upon request of a student's parent/guardian or an unaccompanied youth. Charter School shall collect the completed housing questionnaires and annually report to the CDE the number of homeless children and youths and unaccompanied youths enrolled. (Education Code Section 48851.)

School Stability: The Charter School will work with homeless students and their parent/guardian to ensure that each student is placed in the least restrictive educational programs, and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all students, including, but not necessarily limited to, interscholastic sports. All decisions regarding a homeless student's education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

Homeless students have the right to remain in their school of origin if it is in their best interest. The Charter School will immediately enroll a homeless student seeking reenrollment in the Charter School as the student's school of origin (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy). The Charter School will also immediately enroll any homeless student seeking to transfer to the Charter School (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy) regardless of the student's ability to meet normal enrollment documentation or uniform requirements (e.g., producing medical records or academic records from a previous school).

Homeless students have the right to remain in their school of origin following the termination of the child's status as a homeless student as follows:

1. For students in Kindergarten through eighth grade, inclusive, the student will be allowed to continue in the school of origin through the duration of the academic year in which the student's status changed.
2. For students enrolled in high school, the student will be allowed to continue in the school of origin through graduation.

If the Charter School operates an intersession program, Charter School shall grant priority access to homeless students. Notwithstanding any other law, if the homeless student will be moving during an intersession period, the pupil's parent, guardian, educational rights holder, Indian custodian[4] in the case of an Indian child, or, if none of the preceding are applicable, an accompanied homeless student themselves shall determine which school the pupil attends for the intersession period, if

[4] [4] "Indian custodian" means any Indian person who has legal custody of an Indian child under tribal law or custom or under State law or to whom temporary physical care, custody, and control has been transferred by the parent of such child. *Section 1903 of Title 25 of the United States Code*

applicable. "Intersession program" means an expanded learning program offered by the Charter School on non school days, including, but not limited to, summer school. "Indian custodian" is as the term is defined in Section 1903 of Title 25 of the United States Code.

High School Graduation Requirements: Homeless students who transfer to the Charter School any time after the completion of their second year of high school shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless the Charter School makes a finding that the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fourth year of high school.

To determine whether a homeless student is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer, the length of the student's school enrollment, or, for pupils with significant gaps in school attendance, the pupil's age as compared to the average age of pupils in the third or fourth year of high school may be used, whichever will qualify the student for the exemption.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the student's educational rights holder ("ERH"), and the School Liaison of the availability of the exemption and whether the student qualifies for an exemption.

The Charter School shall notify and consult with students who are exempted from the Charter School's additional graduation requirements and the student's ERH. The consultation shall include all of the following:

1. Discussion regarding how any of the requirements that are waived may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to a postsecondary educational institution.
2. Discussion and information about other options available to the pupil, including, but not limited to, a fifth year of high school, possible credit recovery, and any transfer opportunities available through the California Community Colleges.
3. Consideration of the pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption.

The Charter School shall not require any student who would otherwise be entitled to remain in attendance at the Charter School to accept the exemption from the Charter School's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. The Charter School shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption.

If a homeless student who was eligible for an exemption and 1) was not properly notified of the availability of the exemption, or 2) previously declined the exemption pursuant to this Policy, the Charter School shall exempt the student within thirty (30) days of the exemption request, if an exemption is requested by the student or the student's ERH and the student at one time qualified for the exemption, even if the student is no longer homeless.

An eligible student's exemption from the Charter School's additional graduation requirements will continue to apply while the student is enrolled in the Charter School or if the student transfers to another school even after the student no longer meets the definition of a homeless child.

The Charter School shall not require or request that a student transfer schools in order to qualify the student for the exemption. Nor shall a student, a student's parent/guardian or educational rights holder, or a student's social worker or probation officer request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

If a student who is exempted from the Charter School's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise be entitled to remain in attendance at the Charter School, the Charter School shall not require or request that the student graduate before the end of the student's fourth year of high school.

If the Charter School determines the student is reasonably able to complete the Charter School's additional graduation requirements by the end of the student's fifth year of high school, the Charter School shall do the following:

1. Consult with the student and the student's ERH regarding the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements, consistent with the laws regarding continuous enrollment and satisfactory progress for Charter School students over age 19.
2. Consult with the student and the student's ERH, ~~and the educational rights holder for the student,~~ about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Consult with and provide information to the student and the student's ERH about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the student's ERH ~~for the student.~~.
5. Consult with the student, and the student's ERH, regarding the student's option to remain in the school of origin.

Through January 1, 2028, upon making a finding that a homeless student is not reasonably able to complete the Charter School's additional graduation requirements but is reasonably able to complete state coursework requirements specified in Education Code Section 51225.3 within the student's fifth year of high school, the Executive Director or designee shall exempt the pupil from Charter School's graduation requirements and provide pupil the option of remaining in school for a fifth (5th) year to complete the statewide coursework requirements. Charter School shall consult with the homeless student and the student's ERH regarding all of the following:

1. The pupil's option to remain in school for a fifth year to complete the statewide coursework requirements.
2. How waiving the local educational requirements and remaining in school for a fifth year may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to an institution of higher education.

3. Whether any other options are available to the pupil, including, but not limited to, possible credit recovery, and any transfer opportunities available through the California Community Colleges.
4. The pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption and option to remain in school for a fifth year to complete the statewide coursework requirements.

If a homeless student is not eligible for an exemption in the year in which the pupil transfers between schools, because Charter School makes a finding that the pupil is reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, then Charter School shall do the following:

1. Within the first 30 calendar days of the *following* academic year, Charter School shall reevaluate eligibility;
2. Provide written notice to the pupil, the ERH, and the pupil's social worker or probation officer, if applicable, whether the pupil qualifies for an exemption upon reevaluation, based on the course completion status of the pupil at the time of reevaluation, to determine if the pupil continues to be reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school.
3. If, given their course completion status at that time the reevaluation is conducted, the pupil is not reasonably able to complete Charter School additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, the Charter School shall provide written notice to the pupil and the ERH of the pupil's options to:
    i. Receive an exemption from all coursework and other requirements adopted by the governing board body of Charter School that are in addition to the statewide coursework requirements specified in Section 51225.3, or
    ii. Upon agreement with the ERH, stay in school for a fifth year to complete the Charter School's additional graduation requirements.

The pupil (if not a minor) or the ERH shall have sole discretion whether to accept the exemption, based on the pupil's best educational interests.

Reporting Requirements: Charter School shall report to the California Department of Education ("CDE") annually on the number of pupils who, for the prior school year, graduated with an exemption from the Charter School's graduation requirements that are in addition to the statewide coursework requirements. This data shall be reported for pupils graduating in the fourth year and fifth year cohorts, and shall be disaggregated by cohort, pupil category, race, and disability status. The CDE shall make this data publicly available on an annual basis aligned with other reporting timelines for the California dashboard graduation data.

Acceptance of Course Work: The Charter School will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a homeless student.

The Charter School will provide homeless students credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete

the entire course, the Charter School shall not require the student to retake the portion of the course the student completed unless the Charter School, in consultation with the holder of educational rights for the student, finds that the student is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the homeless student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

Complaints of Noncompliance: A complaint of noncompliance with any of the requirements outlined above may be filed through the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request at the main office.

Availability of Complete Policy: For any homeless student who enrolls at the Charter School, a copy of the Charter School's complete policy shall be provided at the time of enrollment. A copy of the complete Policy is available upon request at the main office.

National School Lunch Program: Universal Free Meals

*School Meals and Student Wellness*

Pursuant to California law, the Charter School shall make available a nutritionally adequate breakfast and a nutritionally adequate lunch free of charge and with adequate time to eat, during each school day to any student who requests a meal without consideration of the student's eligibility for a federally funded free or reduced-price meal, with a maximum of one (1) free breakfast meal and one (1) free lunch meal during each school day. This shall apply to all pupils in TK~~kindergarten~~ through grade twelve (12). T~~his shall apply to all students in kindergarten through grade twelve (12).¶~~

Applications for school meals are included in the first day packets to all families and can also be obtained on the Charter School website and in the main office. All families are encouraged to complete the application form. Completed application forms can be returned to the main office. . Income eligibility guidelines for federally funded free and reduced-price meals are available at: https://www.cde.ca.gov/ls/nu/rs/

Based on a parent/guardian's annual earnings, a parent/guardian may be eligible to receive the Earned Income Tax Credit from the Federal Government (Federal EITC). The Federal EITC is a refundable federal income tax credit for low-income working individuals and families. The Federal EITC has no effect on certain welfare benefits. In most cases, Federal EITC payments will not be used to determine eligibility for Medicaid, Supplemental Security Income, food stamps, low-income housing, or most Temporary Assistance For Needy Families payments. Even if you a parent/guardian does not owe federal taxes, they must file a federal tax return to receive the Federal EITC. Be sure to fill out the Federal EITC form in the Federal Income Tax Return Booklet. For information regarding your eligibility to receive the Federal EITC, including information on how to obtain the Internal Revenue Service (IRS) Notice 797 or any other necessary forms and instructions, contact the IRS by calling 1-800-829-3676 or through its website at www.irs.gov.

A parent/guardian may also be eligible to receive the California Earned Income Tax Credit (California EITC) starting with the calendar year 2015 tax year. The California EITC is a refundable state income tax credit for low-income working individuals and families. The California EITC is treated in the same manner as the Federal EITC and generally will

not be used to determine eligibility for welfare benefits under California law. To claim the California EITC, even if you do not owe California taxes, you must file a California income tax return and complete and attach the California EITC Form (FTB 3514). For information on the availability of the credit eligibility requirements and how to obtain the necessary California forms and get help filing, contact the Franchise Tax Board at 1-800-852-5711 or through its website at www.ftb.ca.gov.

Charter School shall allow students, teachers, and staff to bring and carry water bottles. Water bottles may be excluded from libraries, computer labs, science labs, and other places where it is deemed dangerous to have drinking water. Charter School may develop additional policies regarding the types of water bottles that may be carried.

Charter School adheres to all applicable requirements regarding placement and maintenance of water bottle refilling stations on campus.

Charter School shall encourage water consumption through promotional and educational activities and signage that focus on the benefits of drinking water and highlight any water bottle filling stations that are located on campus.

A copy of the complete Policy is available upon request at the main office. The Charter School also maintains a School Wellness Policy pursuant to state and federal requirements and is available upon request in the main office.

All families are also encouraged to complete an "Income Survey" to qualify for other services available to the students and to the school (i.e. discounted internet and bus fares, SAT fee waivers, etc.). Income Surveys are included in the first day packets to all families and can also be obtained on the Charter School website and in the main office. All families are encouraged to complete the survey form in order to include as many eligible students as possible. Completed application forms can be returned to the main office.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, Charter School is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: https://www.usda.gov/sites/default/files/documents/ad-3027.pdf, from any USDA

office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

mail:
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or

fax:
(833) 256-1665 or (202) 690-7442; or

email:
Program.Intake@usda.gov

The Charter School is an equal opportunity provider.

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Parent and Family Engagement Policy

The Charter School aims to provide all students in our school significant opportunity to receive a fair, equitable, and high-quality education, and to close educational achievement gaps while abiding by guidelines within the Elementary and Secondary Education Act ("ESEA"). The Charter School staff recognizes a partnership with families is essential to meet this goal. Our Parent and Family Engagement Policy leverages and promotes active involvement of all families as partners with schools to ensure student success. A copy of the Charter School's complete Policy is available upon request in the main office.

Workplace Readiness Week and Work Permits

The week of each year that includes April 28 shall be known as "Workplace Readiness Week." All public high schools, including charter schools, shall annually observe that week by providing information to students on their rights as workers.

Beginning August 1, 2024, any minor seeking the signature of a Charter School verifying authority on a Statement of Intent to Employ a Minor and Request for a Work Permit-Certificate of Age will be issued, before or at the time of receiving the signature of the verifying authority, a document clearly explaining basic labor rights extended to workers. An infographic explaining these rights is available at: https://laborcenter.berkeley.edu/wp-content/uploads/2024/05/Know-Your-Rights-FINAL.pdf

Student Health & Safety

## Physical Examinations and Right to Refuse

A parent/guardian having control or charge of any child enrolled in the Charter School may file annually with the Principal~~Site Director~~ of the school in which the child is enrolled a written and signed statement stating that the parent/guardian will not consent to a physical examination of the child. Thereupon the child shall be exempt from any physical examination, but whenever there is a good reason to believe that the child is suffering from a recognized contagious or infectious disease, the child shall be sent home and shall not be permitted to return until the school authorities are satisfied that any contagious or infectious disease does not exist.

## Cancer Prevention Act

Students in the state are advised to adhere to current immunization guidelines, as recommended by the Advisory Committee on Immunization Practices (ACIP) of the federal Centers for Disease Control and Prevention (CDC), the American Academy of Pediatrics, and the American Academy of Family Physicians, regarding full human papillomavirus (HPV) immunization before admission or advancement to the eighth grade level of any private or public elementary or secondary school.

Because the vaccine is more effective when given at younger ages, two doses of HPV vaccine are recommended for all kids between the ages of 9 to 12 years, and the second dose should be given before the start of 8th grade. Kids who wait until later to get their first dose of HPV vaccine may need three doses.

HPV vaccination can prevent over 90 percent of cancers caused by HPV. HPV vaccines are very safe, and scientific research shows that the benefits of HPV vaccination far outweigh the potential risks.

## Diabetes

The Charter School will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but shall not be limited to, all of the following:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 Diabetes.
3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.

4. A description of treatments and prevention of methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

A copy of the information sheet regarding type 2 diabetes is available at: https://www.cde.ca.gov/ls/he/hn/type2diabetes.asp.

Please contact the office if you need a copy of this information sheet or if you have any questions about this information sheet.

The Charter School will provide an information sheet regarding type 1 diabetes to the parent or guardian of a student when the student is first enrolled in elementary school, pursuant to Education Code Section 49452.6. The information sheet shall include, but shall not be limited to, all of the following:

1. A description of type 1 diabetes.
2. A description of the risk factors and warning signs associated with type 1 diabetes.
3. A recommendation that parents or guardians of students displaying warning signs associated with type 1 diabetes should immediately consult with the student's primary care provider to determine if immediate screening for type 1 diabetes is appropriate.
4. A description of the screening process for type 1 diabetes and the implications of test results.
5. A recommendation that, following a type 1 diagnosis, parents or guardians should consult with the student's primary care provider to develop an appropriate treatment plan, which may include consultation with and examination by a specialty care provider, including, but not limited to, a properly qualified endocrinologist.

A copy of the information sheet regarding type 1 diabetes is available at: https://www.cde.ca.gov/ls/he/hn/type1diabetes.asp. Please contact the office if you need a copy of this information sheet or if you have any questions about this information sheet.

Dangers of Synthetic Drugs

The illicit use and abuse of synthetic drugs represents an emerging and ongoing public health threat in California. The fentanyl crisis specifically has impacted communities across the state, leading to a sharp increase in fentanyl poisonings and deaths in recent years.

This notice aims to address the crisis with a preventative approach ensuring students and families are educated on the deadly consequences of recreational drug use.

A synthetic drug is a drug with properties and effects similar to a known hallucinogen or narcotic but having a slightly altered chemical structure, especially such a drug created in order to evade existing restrictions against illegal substances.

Synthetic drugs include but are not limited to synthetic cannabinoids ("synthetic marijuana," "Spice," "K2"), methamphetamines, bath salts, and fentanyl.

The California Department of Public Health ("CDPH,") has expounded on the extreme danger of drugs laced with fentanyl. Illicit fentanyl can be added to other drugs to make them cheaper, more powerful, and more addictive. Illicit fentanyl has been found in many drugs, including heroin, methamphetamine, counterfeit pills, and cocaine. Fentanyl mixed with any drug increases the likelihood of a fatal overdose. Furthermore, it is nearly impossible to tell if drugs have been laced with fentanyl without additional testing, because fentanyl cannot be seen, smelled, or tasted when used as a lacing agent. Social media platforms may be used as a way to market and sell synthetic drugs, such as fentanyl.

Additional information regarding fentanyl from the CDPH's Substance and Addiction Prevention Branch can be found here.

Human Trafficking Prevention

California has the highest number of incidents of human trafficking in the U.S., and all students may be vulnerable. The Charter School believes it is a priority to inform our students about (1) the prevalence, nature of and strategies to reduce the risk of human trafficking, techniques to set healthy boundaries, and how to safely seek assistance, and (2) how social media and mobile device applications are used for human trafficking.

In accordance with the California Healthy Youth Act, Charter School will provide age-appropriate instruction on the prevention of human trafficking, including sexual abuse, assault, and harassment. You have the right to excuse your child from all or part of the instruction on the prevention of human trafficking. An opt-out form is available at the main office for your convenience. Your consent for this instruction is NOT required. If we do not receive a written request to excuse your child, your child will be included in the instruction.

Information and materials for parents/guardians about the curriculum and resources on prevention of human trafficking and abuse, including sexual abuse, assault, and harassment are available on Charter School's website for your review.

Immunizations

Pursuant to the California Health and Safety Code and the California Code of Regulations, children must provide proof of having received required immunizations (shots) before they can attend school unless they meet the requirements for an exemption. Immunization records will be required for all incoming students. Verification of immunizations will be completed with written medical records from the child's doctor or immunization clinic. To ensure a safe learning environment for all students, the

Charter School follows and abides by the health standards set forth by the state of California. The immunization status of all students will be reviewed periodically. Those students who are not in compliance with the State requirements must be excluded from attendance until the requirements are met. Students who have been exposed to a communicable disease for which they have not been immunized may be excluded from school at the discretion of the Charter School.

These required immunizations include:

| Child's Grade | List of shots required to attend school |
|---|---|
| TK/K-12 Admission | Diphtheria, Tetanus and Pertussis, (DTaP) - Five (5) doses<br>Polio - Four (4) doses<br><br>Measles, Mumps, and Rubella (MMR) - Two (2) doses<br><br>Hepatitis B (Hep B) - Three (3) doses<br><br>Varicella (chickenpox) – Two (2) doses<br><br>NOTE: Four doses of DTaP are allowed if one was given on or after the fourth birthday. Three doses of DTaP meet the requirement if at least one dose of Tdap, DTaP, or DTP vaccine was given on or after the seventh birthday (also meets the 7th-12th grade Tdap requirement.) One or two doses of Td vaccine given on or after the seventh birthday count towards the requirement for DTaP. Three doses of Polio are allowed if one was given on or after fourth birthday. MMR doses must be given on or after the first birthday. Two doses of measles, two doses of mumps, and one dose of rubella vaccine meet the requirement, separately or combined. Combination vaccines (e.g., MMRV) meet the requirements for individual component vaccines. |

| | |
|---|---|
| Entering 7th Grade | Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap) - One (1) dose<br><br>~~Varicella (chickenpox) - Two (2) doses~~¶<br><br>NOTE: In order to begin 7th grade, students who had a valid personal belief exemption on file with a public or private elementary or secondary school in California before January 1, 2016 must meet the requirements listed for grades K-12 as well as requirements for 7th grade advancement. ~~(i.e., polio, MMR, varicella and primary series for diphtheria, tetanus, and pertussis).~~ At least one dose of pertussis-containing vaccine is required on or after the 7th birthday. |

Mental Health Services

The Charter School recognizes that when unidentified and unaddressed, mental health challenges can lead to poor academic performance, increased likelihood of suspension and expulsion, chronic absenteeism, student attrition, homelessness, incarceration, and/or violence. Access to mental health services at the Charter School and in our community is not only critical to improving the physical and emotional safety of students, but it also helps address barriers to learning and provides support so that all students can learn problem-solving skills and achieve in school and, ultimately, in life. The following resources are available to your child:

Available on Campus:

- School-based counseling services – your child is encouraged to directly contact a Charter School counselor by coming into the counseling office during school hours and making an appointment to speak with a counselor. Our Charter School counselors support students by providing individual sessions, group or parent consultations whenever a student is having a difficult time due to academic stress, transition to changes in their environment, or social concerns, including isolation. Counseling services, whether provided by our Charter School or by an outside provider listed herein, are voluntary. The counseling office can also be reached at:

| School | Phone |
|---|---|
| Benito Juarez Elementary | 510-215-7009 |
| John Henry High School | 510-235-2439 |
| Downtown Charter Academy | 510-535-1580 |
| ~~Oakland Charter Academy~~¶ | ~~510-532-6751~~¶ |
| Richmond Charter Academy | 510-235-2465 |

- Special education services – if you believe your child may have a disability, you are encouraged to directly contact the Principal~~Site Director~~ to request an evaluation:

| School | Name/Title | Phone |
|---|---|---|
| Benito Juarez Elementary | Michelle Walker, Principal~~Site Director~~ | 510-215-7009 |
| John Henry High School | Stacy Drakeford, Principal~~Site Director~~ | 510-235-2439 |
| Downtown Charter Academy | Jillianne Whitfield, Principal~~Site Director~~ | 510-535-1580 |
| ~~Oakland Charter Academy~~¶ | ~~Phillip Ellingberg, PrincipalSite Director~~¶ | ~~510-532-6751~~¶ |
| Richmond Charter Academy | Jasmine Landers, Principal~~Site Director~~ | 510-235-2465 |

- Prescription medication while on campus – if your child requires prescription medication during school hours and you would like assistance from School staff in providing this medication to your child, please contact:

| School | Name/Title | Phone |
|---|---|---|
| Benito Juarez Elementary | ~~Janice Galindo~~Irma Castillo, Registrar~~John Devlin, Dean of Instruction~~ | 510-215-7009 |
| John Henry High School | Omar Padilla, Dean of Students | 510-235-2439 |
| Downtown Charter Academy | Greg Pentony, Dean of Students | 510-535-1580 |
| ~~Oakland Charter Academy~~¶ | ~~Shandrea Wing, Dean of Instruction~~¶ | ~~510-532-6751~~¶ |
| Richmond Charter Academy | Gabriela Lopez-Reifsnyder, Dean of Students | 510-235-2465 |

Available in the Community for All Schools:

- Call TeenLine Online: (800) TLC-TEEN from 6pm to 10pm PST

Texting Hotlines:

- Text "safe" to 20121 (Local, between 4pm-11pm)
- Text 741-741 (24 hours)
- Text "TEEN" to 839-863 (Teens helping teens, 6pm-9pm)
- Seneca Mobile Crisis Response Team: (877) 441-1089 (24 hr phone support) Best to call between 7am-11pm to reach a clinician.

Contra Costa County

- Adults Crisis Line-----
  - Contra Costa Mobile Crisis Line: 833-443-2672
    Hours of operation are Monday thru Friday: 8:00 am -10:30 pm and Saturday & Sunday: 8:00 am - 5:00 pm
- STAND! for Families Free of Violence (Contra Costa County): http://www.standffov.org/ (support related to intimate partner violence) 24-HOUR

TOLL-FREE CRISIS LINES
STAND!: 1.888.215.5555

- First Hope: 925-608-6550 (an outpatient treatment program for young people and their families, experiencing early symptoms of psychosis or a recent psychotic episode) https://cchealth.org/firsthope/index.php
- Alameda County Adults Crisis Line-----
    - County Mobile Crisis Line: 510-891-5600
      Hours of operation are Monday thru Friday: 8:00am -6:00pm
- A safe place emergency phone line for domestic violence: 510-536-7233
- Alameda County hotline to report child abuse or neglect: 510-259-1800
- Crisis Support Services hotline: 800-309-2131
- County hotline to report child abuse or neglect: 510-259-1800
- Crisis Support Services hotline: 800-309-2131 Available in the State or Nationally:
- California Youth Crisis Line: 800-843-5200 (24 hours)National Suicide Prevention Hotline - This organization provides confidential support for adults and youth in distress, including prevention and crisis resources. Available 24 hours at 1-800-273-8255.
- The Trevor Project - This organization provides suicide prevention and crisis intervention for LGBTQ youth between the ages of 13 and 24. Available At 1-866-488-7386 or visit https://www.thetrevorproject.org/.
- Big Brothers/Big Sisters of America – This organization is a community- based mentorship program. Community-specific program information can be found online at https://www.bbbs.org or by calling (813) 720-8778.
- National Domestic Violence Hotline: 1.800.799.7233
- Community Violence Solutions: (support related to sexual assault) NEED HELP? CALL (800) 670-7273 https://cvsolutions.org/

Oral Health Assessment

Students enrolled in transitional kindergarten or kindergarten in a public school or while enrolled in first grade if the student was not previously enrolled in kindergarten in a public school are required to present proof of having received an oral health assessment completed by a dental professional that was performed within 12 months before the student's initial enrollment in a public school. Please contact the main office if you have questions about this requirement.

Pregnant and Parenting Students

The Charter School recognizes that pregnant and parenting students are entitled to accommodations that provide them with the opportunity to succeed academically while protecting their health and the health of their children. A pregnant or parenting student is entitled to eight (8) weeks of parental leave, or more if deemed medically necessary by the student's physician, which the student may take before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant. The Charter School will ensure that absences from the student's regular school program are excused until the student is able to return to the regular school program.

Upon return to school after taking parental leave, a pregnant or parenting student will be able to

make up work missed during the pregnant or parenting student's leave, including, but not limited to, makeup work plans and re enrollment in courses. Notwithstanding any other law, a pregnant or parenting student may remain enrolled for a fifth year of instruction in the Charter School if it is necessary in order for the student to be able to complete any graduation requirements, unless the Charter School determines that the student is reasonably able to complete the graduation requirements in time to graduate from high school by the end of the student's fourth year of high school.

Complaints of noncompliance with laws relating to pregnant or parenting students may be filed under the Uniform Complaint Procedures ("UCP") of the Charter School. The complaint may be filed in writing with the compliance officer:

Maria Arechiga
Chief of Staff~~Strategy and Compliance Officer~~
Amethod Public Schools
1450 Marina Way South Suite 300
Richmond, CA 94804 marechiga@amethodschools.org
Telephone: (510) 436-0172

A copy of the UCP is available upon request at the main office. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the complaint procedures, please contact the Chief Executive Officer.

Opioid Information Sheet

The Charter School annually provides each athlete with an Opioid Factsheet for Patients published by the Centers for Disease Control and Prevention. The athlete and, if the athlete is 17 years of age or younger, the athlete's parent or guardian shall sign a document acknowledging receipt of the Opioid Factsheet for Patients and return that document to the Charter School before the athlete initiates practice or competition. The fact sheet is available at:
~~https://www.cdc.gov/drugoverdose/pdf/AHA-Patient-Opioid-Factsheet-a.pdf~~¶
https://stacks.cdc.gov/view/cdc/49530

Sudden Cardiac Arrest Prevention and Automated External Defibrillators

The Charter School is invested in the health of its athletes, especially their heart health. Sudden cardiac arrest ("SCA") is when the heart stops beating, suddenly and unexpectedly. Those wishing to participate in athletics at the Charter School, must review the information sheet on sudden cardiac arrest via the following link ~~https://www.cde.ca.gov/pd/ca/pe/documents/pescaform.pdf~~
https://www.cde.ca.gov/ci/pl/documents/pescaform.pdf

Concussion/Head Injuries

A concussion is a brain injury that can be caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. Even though most concussions are mild, all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly. Because the Charter School has elected to offer an athletic program, we must immediately remove from a

school-sponsored athletic activity for the remainder of the day an athlete who is suspected of sustaining a concussion or head injury during that activity.

The athlete may not return to that activity until the athlete is evaluated by, and receives written clearance from, a licensed health care provider. If the licensed health care provider determines the athlete has a concussion or head injury, the athlete shall also complete a graduated return-to-play protocol of no less than 7 days in duration under the supervision of a licensed health care provider. On a yearly basis, a concussion and head injury information sheet must be signed and returned by the athlete and the athlete's parent or guardian before the athlete initiates practice or competition. This requirement does not apply to an athlete engaging in an athletic activity during the regular school day or as part of a physical education course.

Safe Storage of Firearms

The purpose of this notice is to inform and to remind parents and legal guardians of all students at the Charter School of their responsibilities for keeping firearms out of the hands of children as required by California law. There have been many news reports of children bringing firearms to school. In many instances, the child obtained the firearm(s) from his or her home. These incidents can be easily prevented by storing firearms in a safe and secure manner, including keeping them locked up when not in use and storing them separately from ammunition.

To help everyone understand their legal responsibilities, this notice spells out California law regarding the storage of firearms. Please take some time to review this notice and evaluate your own personal practices to assure that you and your family are in compliance with California law:

- With very limited exceptions, California makes a person criminally liable for keeping any firearm, loaded or unloaded, within any premises that are under their custody and control where that person knows or reasonably should know that a child is likely to gain access to the firearm without the permission of the child's parent or legal guardian, and the child obtains access to the firearm and thereby
  (1) causes death or injury to the child or any other person; (2) carries the firearm off the premises or to a public place, including to any preschool or school grades kindergarten through twelfth grade, or to any school-sponsored event, activity, or performance; or (3) unlawfully brandishes the firearm to others.
    - The criminal penalty may be significantly greater if someone dies or suffers great bodily injury as a result of the child gaining access to the firearm.
- With very limited exceptions, California also makes it a crime for a person to negligently store or leave any firearm, loaded or unloaded, on their premises in a location where the person knows or reasonably should know that a child is likely to gain access to it without the permission of the child's parent or legal guardian, unless reasonable action is taken to secure the firearm against access by the child, even where a minor never actually accesses the firearm.
- In addition to potential fines and terms of imprisonment, as of January 1, 2020, a gun owner found criminally liable under these California laws faces prohibitions from possessing, controlling, owning, receiving, or purchasing a firearm for 10 years.
- Finally, a parent or guardian may also be civilly liable for damages resulting from the discharge of a firearm by that person's child or ward.

The county or city may have additional restrictions regarding the safe storage of firearms. Thank you for helping to keep our children and schools safe. Remember that the easiest and safest way to

comply with the law is to keep firearms in a locked container or secured with a locking device that renders the firearm inoperable.

School Bus and Passenger Safety

All students who are transported in a school bus or school student activity bus shall receive instruction in school bus emergency procedures and passenger safety. A copy of the complete Policy is available upon request at the main office.

School Safety Plan and Asbestos Management Plan

The Charter School has established a ~~Comprehensive~~ School Safety Plan. The Plan is available upon request at the main office.

The Charter School has also established an Asbestos Management Plan. The Plan is available upon request at the main office. The following asbestos-related activities are planned or in progress at the Charter School: no such activities are planned or in progress for the current school year.

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Location of All Automated External Defibrillator(s) on Campus

AED machines are available at each school's~~schools~~ Front Office.

4936-8020-9324, v. 1

# Coversheet

## Review and Consideration of Approval of Student Mobile Device Policy

**Section:** V. Business II
**Item:** AV. Review and Consideration of Approval of Student Mobile Device Policy
**Purpose:** Vote
**Submitted by:**
**Related Material:** Student Mobile Device Policy (4932-5870-3791.v1).docx.pdf

BACKGROUND:

California has enacted legislation requiring local educational agencies, including charter schools, to adopt policies governing student use of smartphones and other personal communication devices during the school day. The legislation is intended to support student learning, improve engagement, reduce distractions, promote positive school climate, and support student well-being.

To comply with the new requirements, staff has developed a Student Mobile Device Policy that establishes clear expectations for student possession and use of personal communication devices while on campus and during school-sponsored activities.

The proposed policy has been reviewed by legal.

RECOMMENDATION:

Staff recommends that the Board of Directors approve the Student Mobile Device Policy for implementation beginning July 1, 2026, in accordance with California's new requirements regarding student use of smartphones and other personal communication devices during the school day.

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Board Policy Number: 5404
Adopted:

# Student Mobile Device Policy

The Amethod Public Schools ("AMPS" or the "Charter School") Board of Directors recognizes the potential for cell phones, smartphones, smart watches, and electronic communication devices (hereinafter collectively referred to as "private devices") to disrupt the learning environment of the Charter School, and adopts this Policy to permit students to possess, but not use private devices while on school grounds, or school-sponsored activities, except as otherwise provided in this Policy. Students who possess any private devices must always keep them turned off, powered down, and stored in backpacks and out of view while on school grounds or at school-sponsored activities and functions. To promote this requirement, AMPS may provide approved storage where all private devices may be stored securely during the school day. Charter School teachers, administrators, and staff will confiscate any private devices used by a student in violation of this Policy.

AMPS is committed to creating a focused learning environment free from the distractions of social media and non-educational technology. This policy aims to improve student mental health, reduce cyberbullying, and foster meaningful in-person social connections.

## DEFINITIONS

- Personal devices: Includes smartphones, basic cell phones, smartwatches, and Bluetooth earbuds (e.g., AirPods).
- School Day/School-sponsored events: Defined as the period from the moment a student enters the school campus until the final dismissal bell, including lunch and passing periods, and any activity off campus sponsored by AMPS

## USAGE RESTRICTIONS

1. Storage: All mobile devices must be turned completely off (not on vibrate or silent) upon arrival and stored in backpacks or lockers so they are out of plain sight.
2. Smartwatches: Must be kept in a "Schooltime" or airplane mode if worn, or stored in a backpack if they are used for non-educational communication.
3. Optional Secure Check-In: Students may voluntarily leave their devices with a designated teacher or office staff member each morning for secure storage.

## EXPLICIT PROHIBITIONS & RESTRICTED SITUATIONS (EMERGENCY PROTOCOLS)

Student use of personal devices is strictly prohibited during the following emergency protocols to ensure student attention remains focused on staff life-safety instructions and to prevent network saturation for first responders:

- Lockdown / Active Threat: Devices must be silenced and stowed immediately. Students are prohibited from using devices until an "All Clear" is issued by the School Leader or Law Enforcement. This minimizes the risk of drawing attention to students (via ringtones or screen light) in "Run, Hide, Fight" scenarios.

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- Secure Campus / Shelter-in-Place: Students may not use devices to record, stream, or post images of the incident, as this may compromise safety, privacy, or spread misinformation.
- Evacuation: Devices must remain stowed while in transit to the assembly point to ensure students can hear verbal directions and navigate hazards.

Exceptions to these prohibitions are granted only under the following circumstances:

- Direct Instruction: A staff member explicitly authorizes use for a specific safety or educational purpose.
- Medical Necessity: When the possession or use is necessary for a student's health or well-being of a student (e.g., monitoring blood glucose levels), as documented in the student's Individualized Education Program (IEP) or 504 Plan
- When a licensed physician determines that the possession or use of a private device is necessary for the health or well-being of the student.
- In the case of a public safety emergency, or in response to a reasonable, perceived threat of danger Once students reach a designated "Safe Zone" and are cleared by the Incident Commander, a supervised "Family Reconnection Communication Window" will be established.

Possession of private devices is a privilege, which may be forfeited by any student who fails to abide by the terms of this Policy. Charter School employees shall remove any private device from a student's possession who is found to be violating this Policy.

If a private device is heard ringing, beeping, or buzzing from inside a jacket, purse, backpack, or other similar article, whether within the immediate presence of the student or not, a Charter School employee may confiscate the private device. Parents/guardians will be contacted to pick up any confiscated private devices at the end of the regular school day or at the conclusion of a Charter School sponsored activity.

VIOLATIONS AND DISCIPLINARY ACTIONS

- Confiscation: Devices seen or heard will be confiscated immediately.
- Parent Retrieval: Confiscated devices will only be returned to a parent or guardian after school.
- Defiance: Refusal to relinquish a device to a staff member will be treated as administrator defiance based upon the school's code of conduct.

EMERGENCY COMMUNICATION

Families must not call or text students during the school day. Urgent messages must be relayed through the Main Office to ensure students are reached without violating policy or compromising safety protocols.

4932-5870-3791, v. 1

# Coversheet

## Review and Consideration of Approval of Professional Boundaries Policy (SB848)

**Section:** V. Business II
**Item:** AW. Review and Consideration of Approval of Professional Boundaries Policy (SB848)
**Purpose:** Vote
**Submitted by:**
**Related Material:**
Professional Boundaries Adult Student Interaction Policy (4896-5896-1071.v2).docx.pdf
REDLINE_Professional Boundaries Adult Student Interaction Policy (4896-5896-1071.v2) (1).pdf

BACKGROUND:

California Senate Bill 848 requires local educational agencies, including charter schools, to adopt policies and procedures regarding professional boundaries between employees, contractors, volunteers, and students. The legislation is intended to help prevent misconduct by establishing clear expectations for professional conduct and appropriate interactions with students. This updated policy had been reviewed by legal.

RECOMMENDATION:

Staff recommends approval of the Professional Boundaries Policy.

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Board Policy #2001
Adopted: September 20, 2023
Revised: June 11, 2026

## Professional Boundaries: Adult/Student Interaction Policy

This policy applies to all Amethod Public Schools ("AMPS" or "School") School employees, volunteers, contractors, and governing board ("Board") members[1] (collectively referred to as "adults" herein).

The School recognizes its responsibility to make and enforce all rules and regulations governing student and adult behavior to bring about the safest and most learning-conducive environment possible. This policy is available on AMPS's website at: amethodschools.org

Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the individuals, students, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of School employees, volunteers, contractors, and Board members:

A. Examples of permitted actions (i.e., not corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring a student on an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

B. Examples of prohibited actions (i.e., corporal punishment)

1. Hitting, shoving, pushing, or physically restraining a student as a means of control;

[1] This policy does not apply to student board members under Education Code 47604.2, or otherwise.

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2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
3. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

Acceptable and Unacceptable Adult/Student Behavior

This policy is intended to guide adults in conducting themselves in a way that reflects the high standards of behavior and professionalism required of them and to specify the boundaries between adults and students.

Although this policy gives specific, clear direction, it is each adult's obligation to avoid situations that could prompt suspicion by parents/guardians, students, colleagues, or School leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by an adult while interacting with a student, whether during school hours or outside of school hours, including through social media platforms, text messaging, and other forms of communication that do not otherwise include a student's parent/guardian. Trespassing the boundaries of a student/adult relationship is deemed an abuse of power and a betrayal of public trust.

Professional boundaries apply not only between students and staff, volunteers, and contractors, and Board members, but also among and between students, and among and between adults employed, volunteering, or under contract with the School. All members of the School community are expected to maintain professional conduct that models appropriate behavior and fosters a safe and respectful learning environment. Additionally, all facilities/areas under School control shall be effectively supervised to promote a safe environment for students and individuals performing services on behalf of the School.

Some activities may seem innocent from an adult's perspective, but can be perceived as flirtation or sexual insinuation from a student or parent/guardian point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between adults and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Adults must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all adults learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/adult interactions must have boundaries surrounding potential activities, locations, and intentions.

Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, they must immediately report the matter to a School administrator. All

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reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse, child abuse, or neglect.

Examples of Specific Behaviors

The following examples are not an exhaustive list:

*Unacceptable Staff/Student Behaviors (Violations of this Policy)*

(a) Giving gifts to an individual student that are of a personal and intimate nature.
(b) Kissing of any kind.
(c) Any type of unnecessary physical contact with a student in a private situation.
(d) Intentionally being alone with a student away from the School.
(e) Making or participating in sexually inappropriate comments.
(f) Sexual jokes.
(g) Seeking emotional involvement with a student for your benefit.
(h) Listening to or telling stories that are sexually oriented.
(i) Discussing inappropriate personal troubles or intimate issues with a student.
(j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.
(k) Communication with students via an employee's personal accounts, such as email and/or social media.

*Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission*

**(These behaviors should only be exercised when a staff member has written parent/guardian and supervisor permission.)**

(a) Giving students a ride to/from School or School activities.
(b) Being alone in a room with a student at School with the door closed.
(c) Allowing students in your home.

*Cautionary Staff/Student Behaviors*

**(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence.)**

(a) Remarks about the physical attributes or development of anyone.
(b) Excessive attention toward a particular student.
(c) Sending emails, text messages, or letters to students if the content is not about School activities.

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*Acceptable and Recommended Staff/Student Behaviors*

(a) Getting parents/guardians' written consent for any after-school activity.
(b) Obtaining formal approval to take students off School property for activities such as field trips or competitions.
(c) Emails, text, phone, and instant messages to students within School-provided platforms must be professional and pertain to School activities or classes (Communication should be limited to School technology).
(d) Keeping the door open when alone with a student.
(e) Keeping reasonable space between you and your students.
(f) Stopping and correcting students if they cross your own personal boundaries.
(g) Keeping parents/guardians informed when a significant issue develops about a student.
(h) Keeping after-class discussions with a student professional and brief.
(i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
(j) Involving your supervisor if conflict arises with the student.
(k) Informing the Principal about situations that have the potential to become more severe.
(l) Making detailed notes about an incident that could evolve into a more serious situation later.
(m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
(n) Asking another staff member to be present if you will be alone with any student with special needs.
(o) Asking another staff member to be present when you must be alone with a student after regular school hours.
(p) Giving students praise and recognition without touching them.
(q) High fives, fist bumps, and handshakes are acceptable.
(r) Keeping your professional conduct a high priority.
(s) Asking yourself if your actions are worth your job and career.

4896-5896-1071, v. 2

Board Policy ~~Number: #~~2001
Adopted: September 20, 2023
Revised: June ~~12, 2024~~ 11, 2026

# PROFESSIONAL BOUNDARIES: ~~STAFF~~ADULT/STUDENT INTERACTION POLICY

This policy applies to all Amethod Public Schools ("AMPS" or "~~Charter School")~~School") School employees, volunteers, contractors, and governing board ("Board") members[1] (collectively referred to as "adults" herein).

The School recognizes its responsibility to make and enforce all rules and regulations governing student and ~~employee~~adult behavior to bring about the safest and most learning--conducive environment possible. This policy is available on AMPS's website at: amethodschools.org

Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the ~~employee~~individuals, students, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of School ~~personnel~~employees, volunteers, contractors, and Board members:

A. Examples of ~~**PERMITTED**~~permitted actions (~~**NOT**~~i.e., not corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring a student on an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;

[1] This policy does not apply to student board members under Education Code 47604.2, or otherwise.



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6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

B. Examples of ~~**PROHIBITED**~~prohibited actions (i.e., corporal punishment)

1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
3. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

Acceptable and Unacceptable ~~Staff~~Adult/Student Behavior

This policy is intended to guide ~~all School faculty and staff~~adults in conducting themselves in a way that reflects the high standards of behavior and professionalism required of ~~school employees~~them and to specify the boundaries between adults and students ~~and staff~~.

Although this policy gives specific, clear direction, it is each ~~staff member's~~adult's obligation to avoid situations that could prompt suspicion by parents/guardians, students, colleagues, or ~~school~~School leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by ~~staff members~~an adult while interacting with a student~~.~~, whether during school hours or outside of school hours, including through social media platforms, text messaging, and other forms of communication that do not otherwise include a student's parent/guardian. Trespassing the boundaries of a student/~~teacher~~adult relationship is deemed an abuse of power and a betrayal of public trust.

Professional boundaries apply not only between students and staff, volunteers, and contractors, and Board members, but also among and between students, and among and between adults employed, volunteering, or under contract with the School. All members of the School community are expected to maintain professional conduct that models appropriate behavior and fosters a safe and respectful learning environment. Additionally, all facilities/areas under School control shall be effectively supervised to promote a safe environment for students and individuals performing services on behalf of the School.

Some activities may seem innocent from ~~a staff member's~~an adult's perspective, but can be perceived as flirtation or sexual insinuation from a student or parent/guardian point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between ~~staff~~adults and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.



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~~Staff~~Adults must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all ~~employees~~adults learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/~~staff~~adult interactions must have boundaries surrounding potential activities, locations, and intentions.

Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, ~~he or she~~they must immediately report the matter to a ~~school~~School administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse~~.~~, child abuse, or neglect.

Examples of Specific Behaviors

The following examples are not an exhaustive list:

*Unacceptable Staff/Student Behaviors (Violations of this Policy)*

(a) Giving gifts to an individual student that are of a personal and intimate nature.
(b) Kissing of any kind.
(c) Any type of ~~sexual contact~~unnecessary physical contact with a student in a private situation.
~~(d) Massage (Note: massages are prohibited in athletics unless provided by massage therapist or other certified professional in an open public location. Coaches may not perform massage or rub-down.~~
~~(e) Any type of unnecessary physical contact with a student in a private situation.~~
~~(f) Full frontal or rear hugs and lengthy embraces~~
~~(g) Sitting students on one's lap~~
~~(h) Wrestling with students or other staff member except in the context of a formal wrestling program~~
~~(i) Tickling or piggyback rides~~
~~(j~~(d) Intentionally being alone with a student away from the ~~school~~School.
(~~k~~e) Making or participating in sexually inappropriate comments.
(~~l~~f) Sexual jokes ~~or jokes/comments with sexual double entendre~~.
(~~m~~g) Seeking emotional involvement with a student for your benefit.

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(~~n~~h) Listening to or telling stories that are sexually oriented.

(~~o~~(i) Discussing inappropriate personal troubles or intimate issues with a student ~~in an attempt to gain their support and understanding~~.

(~~p~~j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

(~~q) Furnishing alcohol, tobacco products, or drugs or failing to report knowledge of such~~

~~(r) "Dating" or "going out~~k) Communication with~~" a student~~

~~(s) Remarks about the physical attributes or development of anyone. This includes comments such as "Looking fine!" or "Check out that [body part]."~~

~~(t) Being alone in a room with a student at school with the door closed.~~

~~(u) Taking photographs or videos of~~ students ~~for~~via an employee's personal ~~use or posting online~~

~~(v) Leaving campus alone with a student for lunch~~

~~(w) Undressing in front of a student~~

~~(x) Sharing a bed, mat, or sleeping bag with a student~~

~~(y) Using profanity with or to a student~~

~~(z) Being "friends" with a student on any personal or non-School~~ accounts, such as email and/or social media ~~website~~.

~~(aa) Engaging in inappropriate and/or unprofessional communications with students on School social media~~

~~(bb) Communicating with students or parents/guardians in violation of the School's Social Media Policy~~

~~(cc) Excessive attention toward a particular student.~~

~~(dd) Being alone in a room with a student at school with the door closed.~~

~~(ee) Involving students in non-educational or non-school related issues, including, but not limited to, the employee's employment issues~~

*Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission*

**(These behaviors should only be exercised when a staff member has written parent/guardian and supervisor permission.)**

(a) Giving students a ride to/from ~~school~~School or ~~school~~School activities.

~~(b)~~

(b) Being alone in a room with a student at School with the door closed.

(c) Allowing students in your home ~~without signed parent permission for a preplanned and precommunicated educational activity that must include the presence of another educator, parent, or other responsible adult~~.

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*Cautionary Staff/Student Behaviors*

**(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence~~).~~)**

(a) Remarks about the physical attributes or development of anyone.
(b) Excessive attention toward a particular student.
(c) Sending emails, text messages, or letters to students if the content is not about ~~school~~School activities.

*Acceptable and Recommended Staff/Student Behaviors*

(a) Getting ~~parents'~~parents/guardians' written consent for any after-school activity.
(b) Obtaining formal approval ~~from the Charter School and parents/guardians~~ to take students off ~~school~~School property for activities such as field trips or competitions.
(c) Emails, text, phone, and ~~social media~~instant messages ~~or letters~~ to students within School-provided platforms must be ~~very~~ professional and ~~pertaining~~pertain to ~~school~~School activities or classes (Communication should be limited to ~~school~~School technology ~~and in alignment with the Charter School's Social Media Policy~~).
(d) Keeping the door open when alone with a student.
(e) Keeping reasonable space between you and your students.
(f) Stopping and correcting students if they cross your own personal boundaries.
(g) Keeping parents/guardians informed when a significant issue develops about a student.
(h) Keeping after-class discussions with a student professional and brief.
(i) Asking for advice from fellow staff or administrators ~~such as Human Resources or the CEO)~~ if you find yourself in a difficult situation related to boundaries.
(j) Involving your supervisor if conflict arises with the student.
(k) Informing the Principal about situations that have the potential to become more severe.
(l) Making detailed notes about an incident that could evolve into a more serious situation later.
(m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
(n) Asking another staff member to be present if you will be alone with any ~~type of~~student with special needs ~~student~~.

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(o) Asking another staff member to be present when you must be alone with a student after regular school hours.
(p) Giving students praise and recognition without touching them.
(q) ~~Pats on the back, high~~High fives, fist bumps, and handshakes are acceptable.
(r) Keeping your professional conduct a high priority.
(s) Asking yourself if ~~any of~~ your actions ~~that are contrary to this policy~~ are worth ~~you sacrificing~~ your job~~, your~~ and career~~, and the reputation of the Charter School~~.

~~This policy does not prevent: 1) touching a student for the purpose of guiding them along a physical path; 2) helping them up after a fall; or 3) engaging in a rescue or the application of Cardio Pulmonary Resuscitation ("CPR") or other emergency first aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another. Restraining a child who is trying to engage in violent or inappropriate behavior is also allowed. Only such force as necessary to defend one's self, another person, or the child or to protect property is legally permitted. Excessive force is prohibited.~~

## ~~Reporting Violations~~

~~When an employee becomes aware of another employee having crossed the Boundaries specified in this policy, the employee must promptly report the suspicion to Human Resources or the Chief Academic Officer. All reports shall be kept as confidential as possible. Prompt reporting is essential to protect students, the suspected employee, any witnesses, and the Charter School as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses Boundaries or any situation in which a student appears to be at risk for sexual abuse.~~



Amethod Public Schools

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# Coversheet

## Review and Consideration of Approval of Extreme Weather Policy

**Section:** V. Business ll
**Item:** AX. Review and Consideration of Approval of Extreme Weather Policy
**Purpose:** Vote
**Submitted by:** Marisol Magana
**Related Material:** Extreme Weather Policy and Procedures.pdf

BACKGROUND:

This policy fulfills mandates under California Education Code § 33355, incorporating health frameworks from the CDE and CDPH. It establishes clear, objective safety protocols for modifying or canceling outdoor activities during environmental hazards (e.g., extreme heat, wildfire smoke, or poor air quality).

RECOMMENDATION:

Staff recommends that the Board approve and adopt Extreme Weather Policy and Procedures. To ensure full state compliance, this policy must be adopted by July 1, 2026.

# Board Item Cover Letter

**Board Meeting:** June 11, 2026

**Item:** Extreme Weather Policy and Procedures

**Submitted By:** Marisol Magaña

**Background and Purpose:**
This policy fulfills mandates under **California Education Code § 33355**, incorporating health frameworks from the CDE and CDPH. It establishes clear, objective safety protocols for modifying or canceling outdoor activities during environmental hazards (e.g., extreme heat, wildfire smoke, or poor air quality).

**Staff Recommendation:**
Staff recommends that the Board approve and adopt Extreme Weather Policy and Procedures. To ensure full state compliance, this policy must be adopted by July 1, 2026.

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Board Policy Number: 5405
Adopted:

# Extreme Weather Policy and Procedures
*(Education Code § 33355 Compliance)*

## 1. Purpose
The purpose of this policy is to protect the health and safety of students and staff during extreme weather conditions by establishing clear, objective criteria and procedures for modifying or canceling outdoor physical activity.

This policy is adopted pursuant to California Education Code § 33355 and incorporates guidance issued by the California Department of Education ("CDE") and California Department of Public Health ("CDPH").

## 2. Scope
This policy applies to outdoor pupil physical activities covered by Education Code section 33355, including physical education classes, school-sponsored sports, and athletic practices and games, except for interscholastic athletic programs administered by the California Interscholastic Federation ("CIF"), which must comply with CIF guidelines pursuant to Education Code sections 33355(d) and 35179.8.

Nothing in this policy supersedes CIF heat illness, acclimatization, or other applicable athletic safety requirements for CIF-administered interscholastic athletic programs. For non-CIF school-sponsored sports, practices, games, clubs, or other outdoor physical activities, this policy applies unless a more protective activity-specific protocol is adopted.

As a best practice, the School will also apply this policy, as appropriate, to the following school-supervised outdoor activities:

- Recess and lunch periods involving outdoor physical activity
- Outdoor assemblies and events
- Field trips involving outdoor exposure
- Other outdoor activities involving student exertion or extended outdoor exposure

## 3. Definitions

"Extreme Weather Conditions" means occurrences of unusually severe weather conditions, including, but not limited to, periods of extreme heat, excessive precipitation, and floods, that may pose significant harm to pupils. For purposes of this policy, the term also includes but is not limited to hazardous air quality, wildfire smoke, lightning, high winds, extreme cold, or other hazardous environmental conditions

identified by the National Weather Service, local public health authorities, local emergency management agencies, or other reliable public safety sources.

"Physical Activity" means physical education classes, school-sponsored sports, and athletic practices and games conducted outdoors, except for CIF-administered interscholastic athletic programs. As a best practice, this policy may also be applied to other school-supervised outdoor activities involving student exertion or extended outdoor exposure.

4. Individual and Activity-Specific Risk Factors

In applying this policy, the School shall consider student age and developmental level, the duration and intensity of outdoor activity, access to shade, water, rest breaks, cooling or heated indoor spaces, the availability of indoor alternatives, and known student health needs or accommodations.

Staff shall take additional precautions for students who may be more vulnerable to weather-related distress, including younger students, students with disabilities, students with asthma or other respiratory conditions, students taking medications that may affect heat tolerance, and students who are not acclimatized to heat.

5. Weather and Air Quality Monitoring Procedures

5.1 Responsible Personnel

The following position(s) are responsible for monitoring weather conditions:

- Facilities coordinator

5.2 Decision Authority

The Principal or designee is authorized to modify, postpone, relocate, or cancel outdoor pupil physical activities under this policy. Teachers, coaches, supervisors, and other staff may immediately stop or modify an outdoor activity when they observe conditions or student symptoms that create an immediate safety concern and shall promptly notify the site administrator.

5.3 Monitoring Tools

Designated personnel shall monitor conditions using:

- NWS HeatRisk
- CalHeatScore or other CDPH or state heat resources, as applicable
- AirNow
- Local air district/AQMD
- County public health
- County OES/emergency alerts
- NWS alerts/watches/warnings
- Local fire agency alerts where wildfire smoke/fire conditions are relevant

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5.4 Monitoring Frequency

Designated personnel shall check applicable weather and air quality sources:

- At least once each school day before outdoor physical activities begin;
- Before scheduled PE, recess, outdoor athletic practices, outdoor events, or field trips when the forecast shows elevated risk;
- At midday or before afternoon outdoor activities during periods of elevated heat, poor air quality, storms, high winds, or other hazardous conditions; and
- More frequently, including hourly or as conditions change, when an alert, advisory, warning, or elevated risk level is in effect.

If the designated responsible person is unavailable, the Senior Operations Director or designee shall conduct the review.

6. Weather Thresholds and Required Responses

The School adopts the following thresholds, consistent with CDE/CDPH guidance.

6.1 Heat (NWS HeatRisk Levels)

| HeatRisk Level | Risk Level | School Response |
|---|---|---|
| Level 0 (Green) | Little to no risk | Normal activities may proceed. Encourage routine hydration and monitor students. |
| Level 1 (Yellow) | Minor | Outdoor activity may proceed with increased access to water, shade, and rest. Monitor students who are heat-sensitive or medically vulnerable. |
| Level 2 (Orange) | Moderate | Modify outdoor physical activity. Reduce intensity and duration, increase rest and hydration breaks, use shade/cooling areas, and schedule activity during cooler parts of the day when possible. Consider indoor alternatives for younger or vulnerable students. |
| Level 3 (Red) | Major | Avoid or cancel outdoor physical activity during the heat of the day, generally 10:00 a.m. to 5:00 p.m., unless adequate mitigation measures make the activity safe. Move activities indoors, postpone, shorten, or substantially modify activity. |
| Level 4 (Magenta) | Extreme | Cancel outdoor physical activity or move it indoors. Outdoor physical activity shall not proceed unless necessary for student safety and is approved by the site administrator or designee based on emergency circumstances. |

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During HeatRisk Level 3 or higher, staff responsible for scheduling outdoor physical activities should plan in advance to avoid the heat of the day, generally between 10:00 a.m. and 5:00 p.m., when feasible.

6.2 Air Quality (AQI Levels)

| AQI | Required Response |
|---|---|
| 0–50 Good | Normal activities. |
| 51–100 Moderate | Normal activities for most students; monitor unusually sensitive students. |
| 101–150 Unhealthy for Sensitive Groups | Reduce prolonged or heavy exertion for sensitive students; provide indoor alternatives or modified activity as needed. |
| 151–200 Unhealthy | Modify outdoor physical activity for all students; reduce duration and intensity; move prolonged or strenuous activity indoors where feasible. |
| 201–300 Very Unhealthy | Cancel or move outdoor physical activity indoors. |
| 301+ Hazardous | Cancel outdoor physical activity and follow public health/emergency guidance. |

Staff shall follow any student-specific health plans, asthma action plans, Section 504 plans, IEP accommodations, or parent/medical instructions applicable to poor air quality or respiratory conditions.

6.3 Other Weather Conditions

For weather conditions not specifically addressed by the HeatRisk or AQI thresholds above, the School may modify, postpone, relocate, or cancel outdoor activities when site conditions, official alerts, or staff observations indicate that the activity may pose an unreasonable risk to student health or safety.

Relevant conditions may include, but are not limited to, lightning or thunder, heavy rain, flooding or standing water, high winds, extreme cold, poor visibility, unsafe walking or play surfaces, falling-object hazards, or other hazardous conditions identified by public health, emergency management, weather, fire, or other public safety authorities.

In determining the appropriate response, administrators may consider the severity and expected duration of the condition, the age and needs of affected students, the nature and intensity of the activity, available shelter or indoor alternatives, transportation or dismissal impacts, and whether reasonable mitigation measures are available. Staff supervising students outdoors may take immediate action to address an unsafe condition and shall promptly notify the site administrator.

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### 6.4 Conflicting Information

If reliable weather or air-quality sources report materially different conditions, the School shall use the more protective applicable threshold or response unless the site administrator or designee documents a reasonable basis for using a different source, such as a more localized official reading or a site-specific condition.

## 7. Modifying or Canceling Activities

When a weather or air-quality threshold is met, the School shall modify, postpone, relocate, or cancel outdoor physical activities as necessary to protect student health and safety. The appropriate response shall be determined based on the applicable threshold, the age and needs of affected students, the intensity and duration of the activity, available mitigation measures, and current site conditions.

Modifications may include shortening the activity period, reducing running or other high-exertion activities, replacing vigorous activity with low-intensity skill work or walking, increasing water and rest breaks, using shaded or covered areas, rotating groups indoors, moving the activity to a cooler part of the day, postponing the activity, or canceling the activity.

Staff supervising outdoor activities may immediately reduce, stop, or move an activity indoors if conditions become unsafe or if a student shows signs of weather-related distress. Staff shall promptly notify the site administrator of any significant modification, cancellation, or health concern.

For field trips or off-campus activities involving outdoor exposure, the trip leader shall review forecasted weather and air quality conditions before departure and, when elevated risk is forecasted, shall consult with the site administrator or designee regarding modification, postponement, cancellation, additional water/rest/shade measures, or indoor alternatives at the destination.

## 8. Indoor Alternative Activities

The School shall identify available indoor or sheltered locations that may be used when outdoor physical activities are modified, relocated, or canceled due to extreme weather conditions. Available locations may include classrooms, multipurpose room , cafeteria, covered outdoor area, or other designated spaces.

When outdoor activity is moved indoors, staff shall select activities appropriate to the students' age, available space, supervision, and current conditions. Indoor alternatives may include modified physical education lessons, health or nutrition instruction, stretching, yoga, low-intensity movement, classroom movement breaks, skill instruction, rules or safety instruction, or other supervised activities that can be conducted safely indoors.

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Staff shall ensure that indoor alternatives are adequately supervised and do not create unsafe crowding, blocked exits, excessive noise, or other conditions that would create a separate safety concern.

9. Communication Protocols

The School shall communicate weather-related decisions to staff and students through email/ParentSquare/staff briefing/radio/PA/other site communication method], as appropriate based on the timing and nature of the condition. Communications should identify the affected activity, the required modification or cancellation, and any immediate supervision or safety instructions.

The School shall notify families when weather conditions result in cancellation that will affect families, such as cancellation of an activity, significant modification of the school day, or changes to transportation, dismissal, or pickup. Notice may be provided by email, SMS or alert system, website update, or other regular school communication method.

When feasible, notice should be provided in advance. Same-day updates may be provided as conditions change.

10. Staff Training

Staff members who supervise, schedule, or make decisions regarding outdoor student activities shall receive annual training on this policy, applicable monitoring tools, activity modification procedures, recognition of heat-related illness and other weather-related health risks, and appropriate response protocols. Training should also address when to seek health office assistance, contact a parent/guardian, or call 911.

The School shall maintain records of staff training completion.

11. Weather-Related Illness and Emergency Response

11.1 Signs of Heat-Related Illness

Staff shall be trained to recognize symptoms including:

- Dizziness, fatigue, or confusion
- Nausea or vomiting
- Rapid pulse
- Loss of consciousness

11.2 Response to Heat-Related Illness Symptoms

- Stop activity immediately
- Move student to a cool/shaded area
- Provide water

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- Contact School principal or designee
- Call 911 immediately if a student has loss of consciousness, confusion, seizure, difficulty breathing, chest pain, signs of heat stroke, symptoms that rapidly worsen, or any condition that appears life-threatening.
- Parents/guardians shall be notified as soon as practicable when a student experiences a weather-related health incident requiring removal from activity, emergency care, or other significant intervention.

11.3 Incident Reporting
All weather-related health incidents shall be documented in accordance with School procedures.

12. Coordination with External Agencies
The School shall coordinate, as appropriate, with local public health departments, emergency management agencies, local air districts, fire agencies, weather services, and athletic governing bodies regarding extreme weather conditions that may affect student safety. Coordination may include monitoring official alerts, following applicable public health or emergency guidance, consulting with local agencies when conditions warrant, and incorporating relevant local information into site-level decisions.

If the School participates in CIF-administered interscholastic athletics, the School shall ensure that applicable athletic personnel are aware of and follow CIF requirements and any other applicable sport-specific safety rules.

13. Facilities and Mitigation Measures
To the extent feasible, the School shall maintain or identify mitigation measures that reduce student exposure to extreme weather conditions during outdoor activities. These measures may include access to drinking water, shaded or covered areas, rest areas, cooling or heated indoor spaces, and procedures for moving students indoors when conditions require.

During wildfire smoke or poor air-quality events, the School shall consider available measures to reduce indoor exposure, including use of appropriate indoor spaces, keeping windows and doors closed when appropriate, monitoring indoor air quality where feasible, and following applicable public health or local air district guidance.

The School's ability to implement specific mitigation measures may vary based on the campus, facilities, staffing, and the nature of the activity. However, lack of a particular mitigation measure shall be considered when determining whether an outdoor activity should be modified, postponed, relocated, or canceled.

14. Recordkeeping and Compliance

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The School shall maintain records reasonably documenting implementation of this policy, including staff training completion, significant weather-related activity modifications or cancellations, and significant weather-related health incidents. Records may include weather decision logs, staff notifications, calendar notes, incident reports, training rosters, or other records reasonably documenting implementation. Records shall be retained in accordance with applicable School policies.

15. Annual Review and Update

This policy shall be reviewed and updated at least annually to:

- Reflect updated CDE/CDPH guidance
- Incorporate lessons learned from prior implementation
- Address emerging concerns or challenges
- Reflect changes in weather patterns and advances in safety practices,
- Incorporate stakeholder feedback, and
- Ensure continued compliance with applicable law

The annual review should occur before the start of the school year or before the season when extreme weather is reasonably anticipated.

16. Authority and Implementation

The Principal is responsible for implementation and enforcement of this policy.

# Coversheet

## Review and Consideration of Approval of Wellness Policy

| | |
|---|---|
| **Section:** | V. Business ll |
| **Item:** | AY. Review and Consideration of Approval of Wellness Policy |
| **Purpose:** | Vote |
| **Submitted by:** | Marisol Magana |
| **Related Material:** | Wellness Policy.pdf<br>AMPS Wellness Policy Redline Version.pdf |

BACKGROUND:

Amethod Public Schools (AMPS) recognizes that student wellness is directly tied to academic excellence. Extensive research demonstrates that good nutrition and regular physical activity are strongly correlated with higher test scores, increased classroom focus, and lower absenteeism. Originally adopted on May 16, 2021, and revised on June 11, 2026, this policy establishes a standardized framework across all AMPS campuses to cultivate
health-promoting learning environments. Mandatory Regulatory Requirement: To maintain eligibility and compliance with the National School Lunch Program (NSLP) and the School Breakfast Program (SBP), the network is required to maintain and formally adopt an updated, board-approved Wellness Policy.

RECOMMENDATION:

Staff recommends that the Board approve and formally adopt the updated Amethod Public Schools Wellness Policy.

# Board Item Cover Letter

**Board Meeting:** June 11, 2026

**Item:** Amethod Public Schools Wellness Policy (Revised)

**Submitted By:** Marisol Magaña

**Background and Purpose:**
Amethod Public Schools (AMPS) recognizes that student wellness is directly tied to academic excellence. Extensive research demonstrates that good nutrition and regular physical activity are strongly correlated with higher test scores, increased classroom focus, and lower absenteeism.

Originally adopted on May 16, 2021, and revised on June 11, 2026, this policy establishes a standardized framework across all AMPS campuses to cultivate health-promoting learning environments.

Mandatory Regulatory Requirement: To maintain eligibility and compliance with the National School Lunch Program (NSLP) and the School Breakfast Program (SBP), the network is required to maintain and formally adopt an updated, board-approved Wellness Policy.

**Staff Recommendation:**
Staff recommends that the Board approve and formally adopt the updated Amethod Public Schools Wellness Policy.

Board Policy Number #: 5020
Adopted/Ratified: 2017
Revised: June 11, 2026

# Amethod Public Schools Wellness Policy

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# Amethod Public Schools Wellness Policy

## Preamble

Amethod Public Schools (hereto referred to as the Network) is committed to the optimal development of every student. The Network believes that for students to have the opportunity to achieve personal, academic, developmental, and social success, we need to create positive, safe, and health-promoting learning environments at every level, in every setting, throughout the school year.

Research shows that two components, good nutrition and physical activity before, during, and after the school day, are strongly correlated with positive student outcomes. For example, student participation in the U.S. Department of Agriculture's (USDA) School Breakfast Program is associated with higher grades and standardized test scores, lower absenteeism, and better performance on cognitive tasks.[1,2,3,4,5,6,7] Conversely, less-than-adequate consumption of specific foods including fruits, vegetables, and dairy products, is associated with lower grades among students.[8,9,10] In addition, students who are physically active through active transport to and from school, recess, physical activity breaks, high-quality physical education, and extracurricular activities – do better academically.[11,12,13,14]

This policy outlines the Network's approach to ensuring environments and opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day. Specifically, this policy establishes goals and procedures to ensure that:

- Students in the Network have access to healthy foods throughout the school day—both through reimbursable school meals and other foods available throughout the school campus—in accordance with Federal and state nutrition standards;
- Students receive quality nutrition education that helps them develop lifelong healthy eating behaviors;
- Students have opportunities to be physically active before, during, and after school;
- Schools engage in nutrition and physical activity promotion and other activities that promote student wellness;
- School staff are encouraged and supported to practice healthy nutrition and physical activity behaviors in and out of school;
- The community is engaged in supporting the work of the Network in creating continuity between school and other settings for students and staff to practice lifelong healthy habits; and
- The Network establishes and maintains an infrastructure for management, oversight, implementation, communication about, and monitoring of the policy and its established goals and objectives.

# I. School Wellness Committee

***Committee Role and Membership***

The Network will convene a Network wellness committee (hereto referred to as the NWC) that meets at least four times per year to establish goals for and oversee school health and wellness policies and programs, including development, implementation, and periodic review and update of this Network-level wellness policy (heretofore referred as “wellness policy”).

NWC membership will include (to the extent possible): parents/guardians, students, Network and school administrators, physical education teachers, classroom teachers, school health professionals, school support personnel, Child Nutrition Services staff members, school board members, and community health professionals. To the extent possible, the NWC will include representatives from each school building and reflect the diversity of the community.

**Leadership**
The Food Service Director or designee(s) will convene the NWC and facilitate development of and updates to the wellness policy, and will ensure each campus’s compliance with the policy.

| Name | Title | Email Address | Role |
|---|---|---|---|
| Marisol Magana | Senior Operations Director | mmagana@amethodschools.org | NW Committee Chair |
| Mariela Flores | Lunch Manager | mflores@amethodschools.org | Member |
| Nancy Santos | Lunch Assistant | nsantos@amethodschools.org | Member |
| Phuoc Tran | Lunch Manager | ptran@amethodschools.org mals | Member |
| Elvira Maldonado | Lunch Manager | emaldonado@amethodschools.org | Member |
| Patricia Duran | Lunch Manager | pduran@amethodschools.org | Member |
| Celene Flores | Lunch Assistant | dflores@amethodschools.orgvega | Member |
| Martha Vega | Lunch Manager | vmarthalorena@amethodschools.org | Member |
| Martha Verduzco | Parent | libra11086@gmail.com | Member |

Each school within the Network will designate a School Wellness Committee (SWC) that convenes to review school-level issues, in coordination with the NWC. Each school will specify a school wellness policy coordinator, who will ensure compliance with the policy. Refer to Appendix A for a list of school level wellness policy coordinators.

## II. Wellness Policy Implementation, Monitoring, Accountability, and Community Engagement

***Implementation Plan***

The Network will develop and maintain a plan for implementation to manage and coordinate the execution of this wellness policy. The plan delineates roles, responsibilities, actions, and timelines specific to each school, and includes information about who will be responsible to make what change, by how much, where, and when, as well as specific goals and objectives for nutrition standards for all foods and beverages available on the school campus, food and beverage marketing, nutrition promotion and education, physical activity, physical education, and other school-based activities that promote student wellness. It is recommended that the school use the Healthy Schools Program online tools to complete a school level assessment based on the Centers for Disease Control and Prevention's School Health Index, create an action plan that fosters implementation, and generate an annual progress report.

This wellness policy and the progress reports can be found at: https://amethodschools.org/apps/pages/index.jsp?uREC_ID=376642&type=d&termREC_ID=&pREC_ID=699457

***Recordkeeping***

The Network will retain records to document compliance with the requirements of the wellness policy at insert physical location and/or on insert electronic location. Documentation maintained in this location will include but will not be limited to:

- The written wellness policy;
- Documentation demonstrating compliance with community involvement requirements, including (1) Efforts to actively solicit NWC membership from the required stakeholder groups; and (2) These groups' participation in the development, implementation, and periodic review and update of the wellness policy;
- Documentation of annual policy progress reports for each school under its jurisdiction; and
- Documentation of the triennial assessment* of the policy for each school under its jurisdiction;
- Documentation demonstrating compliance with public notification requirements, including: (1) Methods by which the wellness policy, annual progress reports, and triennial assessments are made available to the public; and (2) Efforts to actively notify families about the availability of wellness policy.

***Annual Progress Reports***

The Network will compile and publish an annual report to share basic information about the wellness policy and report on the progress of the schools within the Network in meeting wellness goals. This annual report will be published around the same time each year in May and will include information from each school within the Network. This report will include, but is not limited to:

- The website address for the wellness policy and/or how the public can receive/access a copy of the wellness policy;
- A description of each school's progress in meeting the wellness policy goals;
- A summary of each school's events or activities related to wellness policy implementation;
- The name, position title, and contact information of the designated Network policy leader(s) identified in Section I; and
- Information on how individuals and the public can get involved with the NWC or

SWC. The annual report will be available in English and Spanish.

The Network and individual schools will actively notify households/families of the availability of the annual report.

The NWC, in collaboration with individual schools/SWCs will establish and monitor goals and objectives for the Network's schools, specific and appropriate for each instructional unit (elementary or secondary OR elementary, middle, and high school, as appropriate), for each of the content-specific components listed in Sections III-V of this policy.

The Network will track, analyze, and report on any correlations between improvements in health- promoting environments with education outcomes, such as absenteeism, disciplinary referrals, test scores, average grades, or health measures such as consumption of whole grains, fruits, or vegetables through the school meal programs or BMI, or psycho-social measures such as self- reported "connectedness," or other school climate measures. The Network is encouraged to collaborate with local research institutions and universities.
The Network will also track and annually report other related information, such as findings from food safety inspections, aggregate participation in school meals programs, income reported from competitive food sales, fundraising revenues, and other such information, as feasible.

***Triennial Progress Assessments***

At least once every three years, the Network will evaluate compliance with the wellness policy to assess the implementation of the policy and include:

- The extent to which schools under the jurisdiction of the Network are in compliance with the wellness policy;
- The extent to which the Network's wellness policy compares to the Alliance for a Healthier Generation's model wellness policy; and
- A description of the progress made in attaining the goals of the Network's wellness policy.

The person responsible for managing the triennial assessment and contact information is the Supervisor of Child Nutrition Services.

The NWC, in collaboration with individual schools, will monitor schools' compliance with this wellness policy.

The Network will actively notify households/families of the availability of the triennial progress report.

***Revisions and Updating the Policy***

The NWC will update or modify the wellness policy based on the results of the annual progress reports and triennial assessments, and/or as Network priorities change; community needs change; wellness goals are met; new health science, information, and technology emerges; and new Federal or state guidance or standards are issued. **The wellness policy will be assessed and updated as indicated at least every three years, following the triennial assessment.**

***Community Involvement, Outreach, and Communications***

The Network is committed to being responsive to community input, which begins with awareness of the wellness policy. The Network will actively communicate ways in which representatives of NWC and others can participate in the development, implementation, and periodic review and update of the wellness policy through a variety of means appropriate for that Network. The

Network will also inform parents of the improvements that have been made to school meals and compliance with school meal standards, availability of child nutrition programs and how to apply, and a description of and compliance with Smart Snacks in School nutrition standards. The Network will use electronic mechanisms, such as email or displaying notices on the Network's website, as well as non-electronic mechanisms, such as newsletters, presentations to parents, or sending information home to parents, to ensure that all families are actively notified of the content of, implementation of, and updates to the wellness policy, as well as how to get involved and support the policy. The Network will ensure that communications are culturally and linguistically appropriate to the community, and accomplished through means similar to other ways that the Network and individual schools are communicating other important school information with parents.

The Network will actively notify the public about the content of or any updates to the wellness policy annually, at a minimum. The Network will also use these mechanisms to inform the community about the availability of the annual and triennial reports.

## III. Nutrition

***School Meals***

Our school Network is committed to serving healthy meals to children, with plenty of fruits, vegetables, whole grains, and fat-free and low-fat milk; moderate in sodium, low in saturated fat, and zero grams *trans* fat per serving (nutrition label or manufacturer's specification); and to meet the nutrition needs of school children within their calorie requirements. The school meal programs aim to improve the diet and health of school children, help mitigate childhood obesity, model healthy eating to support the development of lifelong healthy eating patterns, and support healthy choices while accommodating cultural food preferences and special dietary needs.

All schools within the Network participate in USDA child nutrition programs, including the National School Lunch Program (NSLP), the School Breakfast Program (SBP), the Afterschool Snack Program (ASP), the At-Risk Afterschool Meal Program (ASMP), the Fresh Fruit & Vegetable Program (FFVP), and the Summer Food Service Program (SFSP). The Network also operates and/or supports additional nutrition-related programs and activities including Farm to School Programs, school gardens, and Breakfast in the Classroom. All schools within the Network are committed to offering school meals through the NSLP and SBP programs, and other applicable Federal child nutrition programs, that:

- Are accessible to all students;
- Are appealing and attractive to children;
- Are served in clean and pleasant settings;
- Meet or exceed current nutrition requirements established by local, state, and Federal statutes and regulations. (The Network offers reimbursable school meals that meet USDA nutrition standards.)
- Promote healthy food and beverage choices

In addition,

- Menus will be posted on the Network website or individual school websites and will include nutrient content and ingredients.
- Menus will be created/reviewed by a Registered Dietitian or other certified nutrition professional.
- School meals will be administered by a team of child nutrition professionals.

- The Network child nutrition program will accommodate students with special dietary needs.
- Students will be allowed at least 10 minutes to eat breakfast and at least 15 minutes to eat lunch, counting from the time they have received their meal and are seated.
- Students will be served lunch at a reasonable and appropriate time of day.
- Schools will be encouraged to schedule the recess period before lunch to better support learning and healthy eating.
- Participation in Federal child nutrition programs will be promoted among students and families to help ensure that families know what programs are available in their children's school.

***Staff Qualifications and Professional Development***

All school nutrition program directors, managers, and staff will meet or exceed hiring and annual continuing education/training requirements in the USDA professional standards for child nutrition professionals. These school nutrition personnel will refer to USDA's Professional Standards for School Nutrition Standards website to search for training that meets their learning needs.

***Water***

To promote hydration, free unflavored drinking water will be available to all students throughout the school day. The Network will make drinking water available where school meals are served during mealtimes. All water sources, including drinking fountains, will be maintained on a regular basis to ensure good hygiene standards. In addition, students will be allowed to bring and carry (approved) water bottles filled with only water with them throughout the day.

***Competitive Foods and Beverages***

The Network is committed to ensuring that all foods and beverages available to students on the school campus during the school day support healthy eating.

To support healthy food choices and improve student health and well-being, all foods and beverages outside the reimbursable school meal programs that are sold to students on the school campus during the school day will meet or exceed the USDA Smart Snacks nutrition standards as well as the Arizona Nutrition Standards (ANS). These standards will apply in all locations and through all services where foods and beverages are sold, which may include, but are not limited to, a la carte options in cafeterias, vending machines, school stores, and snack or food carts. A summary of the standards and information are available at: http://www.fns.usda.gov/healthierschoolday/tools-schools-smart-snacks and http://www.azed.gov/health-nutrition/the-arizona-nutrition-standards-and-competitive-foods/. The Alliance for a Healthier Generation provides a set of tools to assist with implementation of Smart Snacks available at www.healthiergeneration.org/smartsnacks.

***Celebrations and Rewards***

It is recommended that all foods offered on the school campus will meet or exceed the USDA Smart Snacks in School nutrition standards and the ANS including:

1. Celebrations and parties. A list of healthy party ideas for parents and teachers, including non- food celebration ideas is available from the Alliance for a Healthier Generation and from the USDA.
2. Classroom snacks brought by parents. The Network will provide to parents a list of foods and beverages that meet Smart Snacks nutrition standards; and
3. Rewards and incentives. The Network will provide teachers and other relevant school staff a list of alternative ways to reward children. Foods and beverages will not be used as a

reward, or withheld as punishment for any reason, such as for performance or behavior.

***Fundraising***

Foods and beverages that meet or exceed the USDA Smart Snacks in Schools nutrition standards and ANS may be served or sold through fundraisers on the school campus. However, schools will use non-food fundraisers and encourage those promoting physical activity (such as walk-a-thons, jump rope for heart, fun runs, etc.) when possible. The Network will make available to parents and teachers a list of healthy fundraising ideas.

***Nutrition Promotion***

Nutrition promotion and education positively influence lifelong eating behaviors by using evidence-based techniques and nutrition messages, and by creating food environments that encourage healthy nutrition choices and encourage participation in school meal programs. Students and staff will receive consistent nutrition messages throughout schools, classrooms, gymnasiums, and cafeterias. The Network will promote healthy food and beverage choices for all by:

- Implementing evidence-based healthy food promotion techniques throughout the school
- Promoting foods and beverages that meet the USDA Smart Snacks in School and ANS nutrition standards.

***Nutrition Education***

The Network aims to teach, model, encourage, and support healthy eating by students. Schools will strive to provide nutrition education and engage in nutrition promotion that:

- Is designed to provide students with the knowledge and skills necessary to promote and protect their health;
- Is part of not only health education classes, but also integrated into other classroom instruction through subjects such as math, science, language arts, social sciences, and elective subjects;
- Include enjoyable, developmentally-appropriate, culturally-relevant, and participatory activities, such as cooking demonstrations or lessons, promotions, taste-testing, farm visits, and school gardens;
- Promote fruits, vegetables, whole-grain products, low-fat and fat-free dairy products, and healthy food preparation methods;
- Emphasize caloric balance between food intake and energy expenditure (promotes physical activity/exercise);
- Link with school meal programs, cafeteria nutrition promotion activities, school gardens, Farm to School programs, other school foods, and nutrition-related community services;
- Include nutrition education training for teachers and other staff.

***Essential Healthy Eating Topics in Wellness Education***

The following essential topics on healthy eating will be included in wellness education.

- Eating a variety of foods every day
- Eating more fruits, vegetables, and whole grain products
- Choosing foods that are low in fat, saturated fat, and cholesterol and do not contain *trans* fat
- Choosing foods and beverages with little added sugars
- Eating more calcium-rich foods

- Reducing sodium intake
- Importance of water consumption
- Importance of eating breakfast
- Reading and using USDA's food labels
- Balancing food intake and physical activity
- The relationship between healthy eating and personal health and disease prevention
- Social influences on healthy eating, including media, family, peers, and culture

## IV. Physical Activity

Children and adolescents should participate in 60 minutes of physical activity every day. The Network is committed to providing: physical education, recess, classroom-based physical activity, and out-of-school time activities.

Physical activity during the school day (including but not limited to recess, physical activity breaks, or physical education) **will not be withheld** as punishment for any reason. (This does not include participation on sports teams that have specific academic requirements.) The Network will provide teachers and other school staff with a list of ideas for alternative ways to discipline students.

To the extent practicable, the Network will ensure that its grounds and facilities are safe and that equipment is available to students to be active. The Network will conduct necessary inspections and repairs.

Through formal joint or shared use agreements, indoor and outdoor physical activity facilities will be open to students, their families, and the community outside of school hours. Inventories of physical activity supplies and equipment will be maintained.

**Physical Education**

The Network will provide students with physical education, using an age-appropriate, sequential physical education curriculum consistent with national and state standards for physical education. The physical education curriculum will promote the benefits of a physically active lifestyle and will help students develop skills to engage in lifelong healthy habits, as well as incorporate essential health education concepts (discussed in the “Essential Physical Activity Topics in Health Education” subsection).

All Network students in each grade will receive physical education for at least 45 minutes per week throughout the school year. The Network will strive to increase this amount to the national recommendation of 150 minutes for grades K-6 and 225 minutes for grades 7-8. Students will be moderately to vigorously active for at least 50% of class time during most physical education class sessions. The Network will make appropriate accommodations to allow for equitable participation for all students and will adapt physical education classes and equipment as necessary.

The Network physical education program will promote student physical fitness through individualized fitness and activity assessments (via the Presidential Youth Fitness Program or other appropriate assessment tool) and will use criterion-based reporting for each student.

All physical education classes will be taught by licensed teachers who are certified or endorsed to teach physical education. Waivers, exemptions, or substitutions for physical education classes will not be permitted. Students will be excused from class only for extenuating circumstances (i.e. an IEP, 504 plan, doctor’s note). All physical education teachers will be required to participate in

at least one professional development in physical education session a year.

***Essential Physical Activity Topics in Wellness Education***

The following essential topics on physical activity will be included in wellness education.

- How physical activity can contribute to a healthy weight
- How physical activity can contribute to the academic learning process
- How an inactive lifestyle contributes to chronic disease
- Decreasing sedentary activities
- Preventing injury during physical activity
- Weather-related safety, for example, avoiding heat stroke, hypothermia, and sunburn while being physically active
- Phases of an exercise session, that is, warm up, workout, and cool down
- How much physical activity is enough
- Overcoming barriers to physical activity
- How to resist peer pressure that discourages physical activity
- How to find valid information or services related to physical activity and fitness
- Opportunities for physical activity in the community

***Recess (Elementary)***

All schools will provide at least **15 minutes of recess** for all grade levels on all or most days during the school year. Recess **will not be withheld** as punishment for any reason. If recess is offered before lunch, schools will have appropriate hand-washing facilities and/or hand-sanitizing mechanisms located just inside/outside the cafeteria to ensure proper hygiene prior to eating and students are required to use these mechanisms before eating. Hand-washing time will be built in to the recess transition period/timeframe before students enter the cafeteria.

**Outdoor recess** will be offered when weather is feasible for outdoor play. In the event that the school or Network must conduct **indoor recess,** teachers and staff will follow the indoor recess guidelines that promote physical activity for students, to the extent practicable.

Recess will complement, not substitute, physical education class. Recess monitors or teachers will encourage students to be active, and will serve as role models by being physically active alongside the students whenever feasible.

***Physical Activity Breaks (Elementary and Secondary)***

The Network recognizes that students are more attentive and ready to learn if provided with periodic breaks when they can be physically active or stretch. Thus, students will be provided **periodic opportunities** to be active or to stretch throughout the day on all or most days during a typical school week. The Network recommends teachers provide short (3-5 minute) physical activity breaks to students during and between classroom time. These physical activity breaks will complement, not substitute, for physical education class, recess, and class transition periods.

The Network will provide resources and links to resources, tools, and technology with ideas for physical activity breaks. Resources and ideas are available through USDA and the Alliance for a Healthier Generation.

***Active Academics***

Teachers will incorporate movement and kinesthetic learning approaches into “core” subject instruction when possible (e.g., science, math, language arts, social studies, and others) and do their part to limit sedentary behavior during the school day.

The Network will support classroom teachers incorporating physical activity and employing kinesthetic learning approaches into core subjects by providing annual professional development opportunities and resources, including information on leading activities, activity options, as well as making available background material on the connections between learning and movement.

Teachers will serve as role models by being physically active alongside the students whenever feasible.

***Before and After School Activities***

The Network offers opportunities for students to participate in physical activity either before and/or after the school day (or both) through a variety of methods.

***Active Transport***

The Network will support active transport to and from school, such as walking or biking. The Network will encourage this behavior through activities such as:

- Designation of safe or preferred routes to school
- Promotional activities such as participation in International Walk to School Week, National Walk and Bike to School Week
- Secure storage facilities for bicycles and helmets (e.g., shed, cage, fenced area)
- Instruction on walking/bicycling safety provided to students
- Promotion of safe routes program to students, staff, and parents via newsletters, websites, local newspaper
- Crosswalks on streets leading to schools

## V. Other Activities that Promote Student Wellness

The Network will strive to integrate wellness activities across the entire school setting, not just in the cafeteria, other food and beverage venues, and physical activity facilities. The Network will endeavor to coordinate and integrate other initiatives related to physical activity, physical education, nutrition, and other wellness components so all efforts are complementary, not duplicative, and work towards the same set of goals and objectives promoting student well-being, optimal development, and strong educational outcomes.

All school-sponsored events will adhere to the wellness policy. All school-sponsored wellness events will include physical activity opportunities.

***Community Partnerships***

The Network will develop, enhance, and continue relationships with community partners in support of this wellness policy's implementation. Existing and new community partnerships and sponsorships will be reviewed to ensure that they are consistent with the wellness policy and its goals.

***Community Health Promotion and Engagement***

The Network will promote to parents/caregivers, families, and the general community the benefits of and approaches for healthy eating and physical activity throughout the school year. Families will be informed and invited to participate in school-sponsored activities and will receive information about health promotion efforts.

As described in the “Community Involvement, Outreach, and Communications” subsection, the Network will use electronic mechanisms (such as email, the Network website, and social media), as well as non-electronic mechanisms, (such as newsletters, presentations to parents, or sending information home to parents), to ensure that all families are actively notified of opportunities to participate in school-sponsored activities and receive information about health promotion efforts.

***Staff Wellness and Health Promotion***

The Network will strive to implement strategies to support staff in actively promoting and modeling healthy eating and physical activity behaviors. The Network encourages staff member participation in health promotion programs and will provide information for staff members on healthy eating/weight management programs.

***Professional Learning***

When feasible, the Network will offer annual professional learning opportunities and resources for staff to increase knowledge and skills about promoting healthy behaviors in the classroom and school (e.g., increasing the use of kinesthetic teaching approaches or incorporating nutrition lessons into math class). Professional learning will help Network staff understand the connections between academics and health and the ways in which health and wellness are integrated into ongoing Network reform or academic improvement plans/efforts.

***Appendix A: School Level Contacts***

| School | Name | Title | Email Address |
|---|---|---|---|
| Downtown Charter Academy | Phuoc Tran | Lunch Manager | ptran@amethodschools.org |
| John Henry High School | Elvira Maldonado | Lunch Manager | emaldonado@amethodschools.org |
| Oakland Charter Academy | Martha Vega | Lunch Manager | vmarthalorena@amethodschools.org |
| Richmond Charter Elementary - Benito Juarez Elementary | Mariela Flores | Lunch Manager | mflores@amethodschools.org |
| Richmond Charter Academy | Patricia Duran | Lunch Manager | pduran@amethodschools.org |

**Definitions:**

**School Day** – midnight the night before to 30 minutes after the end of the instructional day.

**Extended School Day** – time before and after school when activities such as intramural sports, band, choir, drama, and tutoring occur

**School Campus** – areas that are owned or leased by the school and used at any time for school-related activities

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7 Taras, H. Nutrition and student performance at school. Journal of School Health. 2005;75(6):199–213.
8 MacLellan D, Taylor J, Wood K. Food intake and academic performance among adolescents. Canadian Journal of Dietetic Practice and Research. 2008;69(3):141–144.
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13 Haapala E, Poikkeus A-M, Kukkonen-Harjula K, Tompuri T, Lintu N, Väisto J, Leppänen P, Laaksonen D, Lindi V, Lakka T. *Association of physical activity and sedentary behavior with academic skills – A follow-up study among primary school children*. PLoS ONE, 2014; 9(9): e107031.

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Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the state or local agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027External link opens in new window or tab. (PDF), found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

mail:
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW, Mail Stop 9410
Washington, D.C. 20250-9410;

fax:
202-690-7442; or

email:
Program.Intake@usda.gov.
This institution is an equal opportunity provider.

AMPS Wellness Policy Redline Version

Board Policy Number: 5020

Adopted/Ratified: [ADDED: May 16, 2021] ~~[DELETED: 2017]~~

Revised: [ADDED: June 11, 2026] ~~[DELETED: May 16, 2021]~~

[ADDED: Table of Contents]


- Preamble
- School Wellness Committee
- Wellness Policy Implementation, Monitoring, Accountability, and Community Engagement
- Nutrition
- Physical Activity
- Other Activities that Promote Student Wellness
- Appendix A: School Level Contacts


Preamble

Amethod Public Schools (hereto referred to as the [ADDED: Network] ~~[DELETED: "AMPS" or "Charter School"]~~) is committed to the optimal development of every student. The [ADDED: Network] ~~[DELETED: Charter School]~~ believes that for students to have the opportunity to achieve personal, academic, developmental, and social success, we need to create positive, safe, and health-promoting learning environments at every level, in every setting, throughout the school year.

Research shows that two components, good nutrition and physical activity before, during, and after the school day, are strongly correlated with positive student outcomes. [ADDED: For example, student participation in the U.S. Department of Agriculture's (USDA) School Breakfast Program is associated with higher grades and standardized test scores, lower absenteeism, and better performance on cognitive tasks. 1,2,3,4,5,6,7] Conversely, less-than-adequate consumption of specific foods including fruits, vegetables, and dairy products, is associated with lower grades among students [ADDED: 8,9,10]. In addition, students who are physically active through active transport to and from school, recess, physical activity breaks, high-quality

physical education, and extracurricular activities - do better academically [ADDED: 11,12,13,14]. ~~[DELETED: Finally, there is evidence that adequate hydration is associated with better cognitive performance.]~~

This policy outlines the [ADDED: Network's] ~~[DELETED: Charter School's]~~ approach to ensuring environments and opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day ~~[DELETED: while minimizing commercial distractions]~~. Specifically, this policy establishes goals and procedures to ensure that:

- Students in the [ADDED: Network] ~~[DELETED: Charter School]~~ have access to healthy foods throughout the school day—both through reimbursable school meals and other foods available throughout the school campus—in accordance with Federal and state nutrition standards;
- Students receive quality nutrition education that helps them develop lifelong healthy eating behaviors;
- Students have opportunities to be physically active before, during, and after school;
- [ADDED: Schools engage] ~~[DELETED: Charter School engages]~~ in nutrition and physical activity promotion and other activities that promote student wellness;
- [ADDED: School] ~~[DELETED: Charter School]~~ staff are encouraged and supported to practice healthy nutrition and physical activity behaviors in and out of school;
- The community is engaged in supporting the work of the [ADDED: Network] ~~[DELETED: Charter School]~~ in creating continuity between [ADDED: school] ~~[DELETED: Charter School]~~ and other settings for students and staff to practice lifelong healthy habits; and
- The [ADDED: Network] ~~[DELETED: Charter School]~~ establishes and maintains an infrastructure for management, oversight, implementation, communication about, and monitoring of the policy and its established goals and objectives.

~~[DELETED: The Wellness Policy in its entirety may be viewed in the School's Main Office and on the school website. Specific measurable goals and outcomes are identified within each section below.]~~

## I. School Wellness Committee

### Committee Role and Membership

The [ADDED: Network] ~~[DELETED: Charter School]~~ will convene a [ADDED: Network]

~~[DELETED: representative Charter School]~~ wellness committee (hereto referred to as the [ADDED: NWC] ~~[DELETED: CSWC or work within an existing school health committee]~~) that meets at least [ADDED: four] ~~[DELETED: two]~~ times per year to establish goals for and oversee school health and [ADDED: wellness] ~~[DELETED: safety]~~ policies and programs, including development, implementation, and periodic review and update of this [ADDED: Network-level] ~~[DELETED: Charter School-level]~~ wellness policy (heretofore referred as "wellness policy").

[ADDED: NWC] ~~[DELETED: The CSWC]~~ membership will [ADDED: include (to the extent possible):] ~~[DELETED: represent all school levels (elementary and secondary schools) and include (to the extent possible), but not be limited to:]~~ parents [ADDED: /guardians] ~~[DELETED: and caregivers]~~; students; [ADDED: Network and school administrators, physical education teachers, classroom teachers, school health professionals, school support personnel, Child Nutrition Services staff members] ~~[DELETED: representatives of the school nutrition program (ex., school nutrition director); physical education teachers; health education teachers; school health professionals (ex., health education teachers, school health services staff [i.e., nurses, physicians, dentists, health educators, and other allied health personnel who provide school health services], and mental health and social services staff [i.e., school counselors, psychologists, social workers, or psychiatrists]; school administrators (ex., superintendent, principal, vice principal)]~~, school board members; and [ADDED: community] health professionals ~~[DELETED: (ex., dietitians, doctors, nurses, dentists); and the general public]~~. To the extent possible, the [ADDED: NWC] ~~[DELETED: CSWC]~~ will include representatives from each school [ADDED: building] ~~[DELETED: campus]~~ and reflect the diversity of the community.

## Leadership

The Food Service Director or designee(s) will convene the [ADDED: NWC] ~~[DELETED: CSWC]~~ and facilitate development of and updates to the wellness policy, and will ensure each campus's compliance with the policy.

## Committee Roster Redline

- Grace Borja | Operations and Compliance Manager | gborja@amethodschools.org | CSWC Committee Chair
+ Marisol Magana | Senior Operations Director | mmagana@amethodschools.org | NW Committee Chair

- Cheryl Archer | Guardian | cheryl@signworks.us.com | Member
- Stephanie Cervantes | Administrative Assistant/ Lunch Manager | scervantes@amethodschools.org | Member
- Patricia Perez | Lunch Manager | pperez@amethodschools.org | Member
- Claudia Padilla | Parent/ Lunch Assistant | cpadilla@amethodschools.org | Member
- Jhoan Valladares | Student | jhoan.ayala@amethodschools.org | Member

+ Mariela Flores | Lunch Manager | mflores@amethodschools.org | Member
+ Nancy Santos | Lunch Assistant | lnsantos@amethodschools.org | Member
+ Phuoc Tran | Lunch Manager | ptran@amethodschools.org | Member
+ Elvira Maldonado | Lunch Manager | emaldonado@amethodschools.org | Member
+ Patricia Duran | Lunch Manager | pduran@amethodschools.org | Member
+ Celene Flores | Lunch Assistant | dflores@amethodschools.orgvega | Member
+ Martha Vega | Lunch Manager | vmarthalorena@amethodschools.org | Member (Updated title/email)
+ Martha Verduzco | Parent | libra11086@gmail.com | Member

*(Note: Martha Vega's email was updated from mvegalorena@amethodschools.org to vmarthalorena@amethodschools.org)*

[ADDED: Each school within the Network will designate a School Wellness Committee (SWC) that convenes to review school-level issues, in coordination with the NWC.] Each [ADDED: school] ~~[DELETED: campus]~~ will specify a school wellness policy coordinator, who will ensure compliance with the policy. Refer to Appendix A for a list of school level wellness policy coordinators.

II. Wellness Policy Implementation, Monitoring, Accountability, and Community Engagement

Implementation Plan

[ADDED: The Network will develop and maintain a plan for implementation to manage and coordinate the execution of this wellness policy. The plan delineates roles, responsibilities, actions, and timelines specific to each school, and includes information about who will be responsible to make what change, by how much, where, and when,

as well as specific goals and objectives for nutrition standards for all foods and beverages available on the school campus, food and beverage marketing, nutrition promotion and education, physical activity, physical education, and other school-based activities that promote student wellness. It is recommended that the school use the Healthy Schools Program online tools to complete a school level assessment based on the Centers for Disease Control and Prevention's School Health Index, create an action plan that fosters implementation, and generate an annual progress report.]

This wellness policy and the progress reports can be found at: [ADDED: https://amethodschools.org/apps/pages/index.jsp?uREC_ID=376642&type=d&termREC_ID=&PREC_ID=699457] ~~[DELETED: www.amethodschools.org]~~. ~~[DELETED: Using the steps outlined below, AMPS will ensure that all of its school campuses meet legal obligations regarding implementation of this Policy.]~~

Recordkeeping

The [ADDED: Network] ~~[DELETED: Charter School]~~ will retain records to document compliance with the requirements of the wellness policy at [ADDED: insert physical location and/or on insert electronic location] ~~[DELETED: the Amethod Public Schools 2101 Livingston St., Oakland, CA 94606 and/or on the Amethod Public Schools website, www.amethodschools.org]~~.

Documentation maintained in this location will include but will not be limited to:

- The written wellness policy;
- Documentation demonstrating compliance with community involvement requirements, including (1) Efforts to actively solicit [ADDED: NWC] ~~[DELETED: CSWC]~~ membership from the required stakeholder groups; and (2) These groups' participation in the development, implementation, and periodic review and update of the wellness policy;
- Documentation of annual policy progress reports for each school under its jurisdiction; and
- Documentation of the triennial assessment of the policy [ADDED: for each school under its jurisdiction; and]
- Documentation demonstrating compliance with public notification requirements, including: (1) Methods by which the wellness policy, annual progress reports, and triennial assessments are made available to the public; and (2) Efforts to actively notify families about the availability of wellness policy.

[ADDED: Annual Progress Reports] ~~[DELETED: Annual Notification of Policy]~~

[ADDED: The Network will compile and publish an annual report to share basic information about the wellness policy and report on the progress of the schools within the Network in meeting wellness goals. This annual report will be published around the same time each year in May and will include information from each school within the Network.] ~~[DELETED: Charter School will actively inform families and the public each year of basic information about this Policy, including its content, any updates to the Policy, and implementation status. Charter School will make this information available via the Charter School website and/or Charter School-wide communications. Charter School will provide as much information as possible about the Charter School nutrition environment. This annual report will be published around the same time each year in June, and will include information from each school within the Charter School.]~~ The annual [ADDED: report] ~~[DELETED: notification]~~ will be available in English and [ADDED: Spanish.] ~~[DELETED: translated into Spanish as requested.]~~ This [ADDED: report] ~~[DELETED: notification]~~ will include, but is not limited to:

- The website address for the wellness policy and/or how the public can receive/access a copy of the wellness policy;
- A description of each school's progress in meeting the wellness policy goals;
- A summary of each school's events or activities related to wellness policy implementation;
- The name, position title, and contact information of the designated [ADDED: Network] ~~[DELETED: Charter School]~~ policy leader(s) identified in Section I; and
- Information on how individuals and the public can get involved with the [ADDED: NWC] ~~[DELETED: CSWC]~~ or SWC.

[ADDED: The Network and individual schools will actively notify households/families of the availability of the annual report.

The NWC, in collaboration with individual schools/SWCs will establish and monitor goals and objectives for the Network's schools, specific and appropriate for each instructional unit (elementary or secondary OR elementary, middle, and high school, as appropriate), for each of the content-specific components listed in Sections III-V of this policy.

The Network will track, analyze, and report on any correlations between improvements in health-promoting environments with education outcomes, such as absenteeism, disciplinary referrals, test scores, average grades, or health measures such as consumption of whole grains, fruits, or vegetables through the school meal programs or BMI, or psycho-social measures such as self-reported "connectedness," or other school climate measures. The Network is encouraged to collaborate with local research institutions and universities.

The Network will also track and annually report other related information, such as findings from food safety inspections, aggregate participation in school meals programs, income reported from competitive food sales, fundraising revenues, and other such information, as feasible.]

Triennial Progress Assessments

At least once every three years, the [ADDED: Network] ~~[DELETED: Charter School]~~ will evaluate compliance with the wellness policy to assess the implementation of the policy and include:

- The extent to which [ADDED: schools under the jurisdiction of the Network are] ~~[DELETED: each Charter School campus is]~~ in compliance with the wellness policy;
- The extent to which the [ADDED: Network's] ~~[DELETED: Charter School's]~~ wellness policy compares to [ADDED: the Alliance for a Healthier Generation's model wellness policy] ~~[DELETED: model wellness policies]~~; and
- A description of the progress made in attaining the goals of the [ADDED: Network's] ~~[DELETED: Charter School's]~~ wellness policy.

The [ADDED: person] ~~[DELETED: position/person]~~ responsible for managing the triennial assessment and contact information is [ADDED: the Supervisor of Child Nutrition Services] ~~[DELETED: Grace Borja, Finance and Operations Coordinator, 510-501-4799]~~.

The [ADDED: NWC] ~~[DELETED: CSWC]~~, in collaboration with [ADDED: individual schools] ~~[DELETED: the individual school campuses]~~, will monitor schools' compliance with this wellness policy.

The [ADDED: Network] ~~[DELETED: Charter School]~~ will actively notify households/families of the availability of the triennial progress report.

## Revisions and Updating the Policy

The [ADDED: NWC] ~~[DELETED: CSWC]~~ will update or modify the wellness policy based on the results of the [ADDED: annual progress reports] ~~[DELETED: annual Charter School Health Index]~~ and triennial assessments, and/or as [ADDED: Network] ~~[DELETED: Charter School]~~ priorities change; community needs change; wellness goals are met; new health science, information, and technology emerges; and new Federal or state guidance or standards are issued. The wellness policy will be assessed and updated as indicated at least every three years, following the triennial assessment.

## Community Involvement, Outreach, and Communications

The [ADDED: Network] ~~[DELETED: Charter School]~~ is committed to being responsive to community input, which begins with awareness of the wellness policy. The [ADDED: Network] ~~[DELETED: Charter School]~~ will actively communicate ways in which representatives of [ADDED: NWC] ~~[DELETED: CSWC]~~ and others can participate in the development, implementation, and periodic review and update of the wellness policy through a variety of means [ADDED: appropriate for that Network]. The [ADDED: Network] ~~[DELETED: Charter School]~~ will also inform parents of the improvements that have been made to school meals and compliance with school meal standards, availability of child nutrition programs and how to apply, and a description of and compliance with Smart Snacks in [ADDED: School] ~~[DELETED: Charter School]~~ nutrition standards.

The [ADDED: Network] ~~[DELETED: Charter School]~~ will use electronic mechanisms, such as email or displaying notices on the [ADDED: Network's] ~~[DELETED: Charter School's]~~ website, as well as non-electronic mechanisms, such as newsletters, presentations to parents, or sending information home to parents, to ensure that all families are actively notified of the content of, implementation of, and updates to the wellness policy, as well as how to get involved and support the policy. The [ADDED: Network] ~~[DELETED: Charter School]~~ will ensure that communications are culturally and linguistically appropriate to the community, and accomplished through means similar to other ways that the [ADDED: Network and individual schools] ~~[DELETED: Charter School and other local schools and school school districts]~~ are communicating [ADDED: other] important school information with parents.

The [ADDED: Network] ~~[DELETED: Charter School]~~ will actively notify the public about the content of or any updates to the wellness policy annually, at a minimum. The

[ADDED: Network] ~~[DELETED: Charter School]~~ will also use these mechanisms to inform the community about the availability of the annual and triennial reports.

## III. Nutrition

### School Meals

[ADDED: Our school Network] ~~[DELETED: AMPS]~~ is committed to serving healthy meals to children, with plenty of fruits, vegetables, whole grains, and fat-free and low-fat milk; moderate in sodium, low in saturated fat, and zero grams trans fat per serving (nutrition label or manufacturer's specification); and to meet the nutrition needs of school children within their calorie requirements. The school meal programs aim to improve the diet and health of school children, help mitigate childhood obesity, model healthy eating to support the development of lifelong healthy eating patterns, and support healthy choices while accommodating cultural food preferences and special dietary needs.

[ADDED: All schools within the Network participate] ~~[DELETED: AMPS participates]~~ in USDA child nutrition programs, including the National School Lunch Program (NSLP), [ADDED: the] School Breakfast Program [ADDED: (SBP), the Afterschool Snack Program (ASP), the At-Risk Afterschool Meal Program (ASMP), the Fresh Fruit & Vegetable Program (FFVP), and the Summer Food Service Program (SFSP). The Network also operates and/or supports additional nutrition-related programs and activities including Farm to School Programs, school gardens, and Breakfast in the Classroom]. All [ADDED: schools within the Network] ~~[DELETED: AMPS campuses]~~ are committed to offering school meals through the NSLP and [ADDED: SBP programs] ~~[DELETED: School Breakfast Programs]~~, and other applicable Federal child nutrition programs, that:

- Are accessible to all students;
- Are appealing and attractive to children;
- Are served in clean and pleasant settings;
- Meet or exceed current nutrition requirements established by local, state, and Federal statutes and regulations. (The [ADDED: Network] ~~[DELETED: Charter School]~~ offers reimbursable school meals that meet USDA nutrition standards.)
- Promote healthy food and beverage choices ~~[DELETED: using at least ten of the following Smarter Lunchroom techniques:~~

- ~~Whole fruit options are displayed in attractive bowls or baskets (instead of chaffing dishes or hotel pans)~~
- ~~Daily fruit options are displayed in a location in the line of sight and reach of students~~
- ~~All available vegetable options have been given creative or descriptive names~~
- ~~Daily vegetable options are bundled into all grab and go meals available to students~~
- ~~All staff members, especially those serving, have been trained to politely prompt students to select and consume the daily vegetable options with their meal~~
- ~~White milk is placed in front of other beverages in all coolers~~
- ~~Alternative entrée options (e.g., salad bar, yogurt parfaits, etc.) are highlighted on posters or signs within all service and dining areas~~
- ~~Student surveys and taste testing opportunities are used to inform menu development, dining space decor, and promotional ideas~~
- ~~Student artwork is displayed in the service and/or dining areas~~
- ~~Daily announcements are used to promote and market menu options~~

~~]~~

[ADDED: In addition,

- Menus will be posted on the Network website or individual school websites and will include nutrient content and ingredients.
- Menus will be created/reviewed by a Registered Dietitian or other certified nutrition professional.
- School meals will be administered by a team of child nutrition professionals.

]

- The [ADDED: Network] ~~[DELETED: Charter School]~~ child nutrition program will accommodate students with special dietary needs.
- [ADDED: Students will be allowed at least 10 minutes to eat breakfast and at least 15 minutes to eat lunch, counting from the time they have received their meal and are seated.
- Students will be served lunch at a reasonable and appropriate time of day.
- Schools will be encouraged to schedule the recess period before lunch to better support learning and healthy eating.]

- Participation in Federal child nutrition programs will be promoted among students and families to help ensure that families know what programs are available in their children's school.

Staff Qualifications and Professional Development

All [ADDED: school] ~~[DELETED: Charter School]~~ nutrition program directors, [ADDED: managers] ~~[DELETED: Food Managers]~~, and staff will meet or exceed hiring and annual continuing education/training requirements in the USDA professional standards for child nutrition professionals. These [ADDED: school] ~~[DELETED: Charter School]~~ nutrition personnel will refer to USDA's Professional Standards for School Nutrition Standards website to search for training that meets their learning needs.

Water

To promote hydration, free [ADDED: unflavored] ~~[DELETED: safe, unflavored]~~ drinking water will be available to all students throughout the school day [ADDED: where school meals are served during mealtimes.] ~~[DELETED: and throughout every AMPS school campus. The Charter School will make drinking water available where school meals are served during mealtimes.]~~ [ADDED: All water sources, including drinking fountains, will be maintained on a regular basis to ensure good hygiene standards.] In addition, students will be allowed to bring and carry (approved) water bottles filled with only water with them throughout the day.

Competitive Foods and Beverages

The [ADDED: Network] ~~[DELETED: Charter School]~~ is committed to ensuring that all foods and beverages available to students on [ADDED: the school campus] ~~[DELETED: each AMPS school campus]~~ during the school day support healthy eating.

[ADDED: To support healthy food choices and improve student health and well-being, all foods and beverages outside the reimbursable school meal programs that are sold to students on the school campus during the school day will meet or exceed the USDA Smart Snacks nutrition standards as well as the Arizona Nutrition Standards (ANS). These standards will apply in all locations and through all services where foods and beverages are sold, which may include, but are not limited to, a la carte options in cafeterias, vending machines, school stores, and snack or food carts. A summary of the standards and information are available at: http://www.fns.usda.gov/healthierschoolday/tools-schools-smart-snacks and

http://www.azed.gov/health-nutrition/the-arizona-nutrition-standards-and-competitive-foods/.]

~~[DELETED: The foods and beverages sold to students on campus during the school day (including the period from the midnight before, to 30 minutes after the end of the official school day) and served outside of the Charter School meal programs (i.e., "competitive" foods and beverages) will meet the USDA Smart Snacks in School nutrition standards, at a minimum. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day, and create an environment that reinforces the development of healthy eating habits. A summary of the standards and information are available at: http://www.fns.usda.gov/healthierschoolday/tools-schools-smart-snacks. ... To support healthy food choices and improve student health and well-being, all foods and beverages outside the reimbursable school meal programs that are sold to students on the school campus during the school day will meet or exceed the state nutrition. These standards will apply in all locations and through all services where foods and beverages are sold, which may include, but are not limited to, a la carte options in cafeterias, vending machines, school stores, and snack or food carts.]~~

The Alliance for a Healthier Generation provides a set of tools to assist with implementation of Smart Snacks available at www.healthiergeneration.org/smartsnacks.

Celebrations and Rewards

[ADDED: It is recommended that all] ~~[DELETED: All]~~ foods offered on [ADDED: the] ~~[DELETED: an AMPS]~~ school campus will meet or exceed the [ADDED: USDA Smart Snacks in School nutrition standards and the ANS including:] ~~[DELETED: state nutrition standards, including through:]~~

1. Celebrations and parties. [ADDED: A list of healthy party ideas for parents and teachers, including non-food celebration ideas is available from the Alliance for a Healthier Generation and from the USDA.] ~~[DELETED: The Charter School will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas. Healthy party ideas from the Alliance for a Healthier Generation and from the USDA.]~~
2. Classroom snacks brought by parents. The [ADDED: Network] ~~[DELETED: Charter School]~~ will provide to parents a list of foods and beverages that meet Smart Snacks nutrition standards; and

3. Rewards and incentives. The [ADDED: Network] ~~[DELETED: Charter School]~~ will provide teachers and other relevant school staff a list of alternative ways to reward children. Foods and beverages will not be used as a reward, or withheld as punishment for any reason, such as for performance or behavior.

Fundraising

Foods and beverages that meet or exceed the USDA Smart Snacks in Schools nutrition standards [ADDED: and ANS] may be [ADDED: served or] sold through fundraisers on [ADDED: the school campus.] ~~[DELETED: any AMPS school campus during the school day.]~~ [ADDED: However, schools will use non-food fundraisers and encourage those promoting physical activity (such as walk-a-thons, jump rope for heart, fun runs, etc.) when possible.] The [ADDED: Network] ~~[DELETED: Charter School]~~ will make available to parents and teachers a list of healthy fundraising ideas ~~[DELETED: [examples from the Alliance for a Healthier Generation and the USDA]]~~.

Nutrition Promotion

Nutrition promotion and education positively influence lifelong eating behaviors by using evidence-based techniques and nutrition messages, and by creating food environments that encourage healthy nutrition choices and encourage participation in school meal programs. Students and staff will receive consistent nutrition messages throughout [ADDED: schools] ~~[DELETED: the AMPS campuses]~~, classrooms, gymnasiums, and cafeterias. ~~[DELETED: Nutrition promotion also includes marketing and advertising nutritious foods and beverages to students and is most effective when implemented consistently through a comprehensive and multi-channel approach by school staff and teachers, parents, students, and the community.]~~

The [ADDED: Network] ~~[DELETED: Charter School]~~ will promote healthy food and beverage choices for all [ADDED: by:] ~~[DELETED: students throughout the school campus, as well as encourage participation in school meal programs. This promotion will occur through at least:]~~

- Implementing [ADDED: evidence-based] ~~[DELETED: at least ten evidence-based]~~ healthy food promotion techniques throughout the [ADDED: school] ~~[DELETED: school meal programs using Smarter Lunchroom techniques described above; and]~~
- [ADDED: Promoting] ~~[DELETED: Ensuring 100% of]~~ foods and beverages [ADDED: that meet the USDA Smart Snacks in School and ANS nutrition standards.]

~~[DELETED: promoted to students meet the USDA Smart Snacks in Charter School nutrition standards. Additional possible promotion techniques that the Charter School and individual schools may use are available at www.healthiergeneration.org/smartsnacks.]~~

Nutrition Education

The [ADDED: Network] ~~[DELETED: Charter School]~~ aims to teach, model, encourage, and support healthy eating by students. [ADDED: Schools] ~~[DELETED: Though not yet implemented, AMPS hopes to]~~ will strive to provide nutrition education and engage in nutrition promotion that:

- Is designed to provide students with the knowledge and skills necessary to promote and protect their health;
- Is part of not only health education classes, but also integrated into other classroom instruction through subjects such as math, science, language arts, social sciences, and elective subjects;
- Include enjoyable, developmentally-appropriate, culturally-relevant, and participatory activities, such as cooking demonstrations or lessons, promotions, taste-testing, farm visits, and school gardens;
- Promote fruits, vegetables, whole-grain products, low-fat and fat-free dairy products, and healthy food preparation methods;
- Emphasize caloric balance between food intake and energy expenditure (promotes physical activity/exercise);
- [ADDED: Link with school meal programs, cafeteria nutrition promotion activities, school gardens, Farm to School programs, other school foods, and nutrition-related community services;]
- Include nutrition education training for teachers and other staff.

Essential Healthy Eating Topics in [ADDED: Wellness] ~~[DELETED: Health]~~ Education

The [ADDED: following essential topics on healthy eating will be included in wellness education.] ~~[DELETED: Charter School will include in the health education curriculum the following essential topics on healthy eating:]~~

- [ADDED: Eating a variety of foods every day]
- Eating more fruits, vegetables, and whole grain products
- Choosing foods that are low in fat, saturated fat, and cholesterol and do not contain

trans fat
- Choosing foods and beverages with little added sugars
- Eating more calcium-rich foods
- Reducing sodium intake
- Importance of water consumption
- Importance of eating breakfast
- Reading and using USDA's food labels
- Balancing food intake and physical activity
- The relationship between healthy eating and personal health and disease prevention
- Social influences on healthy eating, including media, family, peers, and culture
- ~~[DELETED: Food guidance from MyPlate]~~
- ~~[DELETED: Preparing healthy meals and snacks]~~
- ~~[DELETED: Risks of unhealthy weight control practices]~~
- ~~[DELETED: Accepting body size differences]~~
- ~~[DELETED: Eating disorders]~~
- ~~[DELETED: How to find valid information or services related to nutrition and dietary behavior]~~
- ~~[DELETED: How to develop a plan and track progress toward achieving a personal goal to eat healthfully]~~
- ~~[DELETED: Resisting peer pressure related to unhealthy dietary behavior]~~
- ~~[DELETED: Influencing, supporting, or advocating for others' healthy dietary behavior]~~

~~[DELETED: **Food and Beverage Marketing in Schools**~~
~~The Charter School strives to teach students how to make informed choices about nutrition, health, and physical activity. These efforts will be weakened if students are subjected to advertising on Charter School property that contains messages inconsistent with the health information the Charter School is imparting through nutrition education and health promotion efforts. It is the intent of the Charter School to protect and promote student's health by permitting advertising and marketing for only those foods and beverages that are permitted to be sold on the school campus, consistent with the Charter School's wellness policy.~~
~~Any foods and beverages marketed or promoted to students on the school campus during the extended school day will meet or exceed the state nutrition standards.~~
~~Food advertising and marketing is defined by the USDA as an oral, written, or graphic statements made for the purpose of promoting the sale of a food or beverage product~~

~~made by the producer, manufacturer, seller, or any other entity with a commercial interest in the product. This term includes, but is not limited to the following:~~
~~* Brand names, trademarks, logos or tags, except when placed on a physically present food or beverage product or its container.~~
~~* Displays, such as on vending machine exteriors.~~
~~* Corporate brand, logo, name, or trademark on school equipment, such as marquees, message boards, scoreboards, or backboards (Note: immediate replacement of these items are not required; however, Charter Schools will consider replacing or updating scoreboards or other durable equipment over time so that decisions about the replacement include compliance with the marketing policy.)~~
~~* Corporate brand, logo, name, or trademark on cups used for beverage dispensing, menu boards, coolers, trash cans, and other food service equipment; as well as on posters, book covers, pupil assignment books, or school supplies displayed, distributed, offered, or sold by the Charter School.~~
~~* Advertisements in school publications or school mailings.~~
~~* Free product samples, taste tests, or coupons of a product, or free samples displaying advertising of a product.~~

~~As the CEO or Site Director reviews existing contracts and considers new contracts, equipment and product purchasing (and replacement) decisions should reflect the applicable marketing guidelines established by this Policy.]~~

IV. Physical Activity

[ADDED: Children and adolescents should participate in 60 minutes of physical activity every day. The Network is committed to providing: physical education, recess, classroom-based physical activity, and out-of-school time activities.]

~~[DELETED: The Centers for Disease Control ("CDC") recommends that all children and adolescents should participate in a minimum of sixty (60) minutes of physical activity every day. The CDC recommends that aerobic activity make up the bulk of such physical activity, with vigorous-intensity aerobic activity on at least three days per week. The CDC also recommends that physical activity include muscle strengthening activities, such as gymnastics or push-ups, on at least three days per week, and bone strengthening activities like jumping rope or running at least three days per week. The Charter School has the following specific goals to promote student wellness, consistent with this Policy:~~

~~- Implementing a comprehensive, school-based physical activity program (CSPAP) that includes these components: physical education, recess, classroom-based physical activity, walk and bicycle to school, and out-of-school time activities. Charter School is committed to providing these opportunities.~~
~~AMPS school campuses will ensure that these varied opportunities are in addition to, and not as a substitute for, physical education (addressed in "Physical Education" subsection).]~~

Physical activity during the school day (including but not limited to recess, physical activity breaks, or physical education) will not be withheld as punishment for any [ADDED: reason. (This does not include participation on sports teams that have specific academic requirements.)] ~~[DELETED: student misbehavior.]~~ The [ADDED: Network] ~~[DELETED: Charter School]~~ will provide teachers and other school staff with a list of ideas for alternative ways to discipline students.

To the extent practicable, the [ADDED: Network] ~~[DELETED: Charter School]~~ will ensure that its grounds and facilities are safe and that equipment is available to students to be active. The [ADDED: Network] ~~[DELETED: Charter School]~~ will conduct necessary inspections and repairs.

[ADDED: Through formal joint or shared use agreements, indoor and outdoor physical activity facilities will be open to students, their families, and the community outside of school hours. Inventories of physical activity supplies and equipment will be maintained.] ~~[DELETED: In developing these goals, the Charter School reviewed and considered evidence-based strategies and techniques and parent input.]~~

Physical Education

The [ADDED: Network] ~~[DELETED: Charter School]~~ will provide students with physical education, using an age-appropriate, sequential physical education curriculum consistent with national and state standards for physical education. The physical education curriculum will promote the benefits of a physically active lifestyle and will help students develop skills to engage in lifelong healthy habits, as well as incorporate essential health education concepts [ADDED: (discussed in the "Essential Physical Activity Topics in Health Education" subsection).]

[ADDED: All Network students in each grade will receive physical education for at least 45 minutes per week throughout the school year. The Network will strive to

increase this amount to the national recommendation of 150 minutes for grades K-6 and 225 minutes for grades 7-8. Students will be moderately to vigorously active for at least 50% of class time during most physical education class sessions.] ~~[DELETED: All students will be provided equal opportunity to participate in physical education classes.]~~ The [ADDED: Network] ~~[DELETED: Charter School]~~ will make appropriate accommodations to allow for equitable participation for all students [ADDED: and will adapt physical education classes and equipment as necessary.]

[ADDED: The Network physical education program will promote student physical fitness through individualized fitness and activity assessments (via the Presidential Youth Fitness Program or other appropriate assessment tool) and will use criterion-based reporting for each student.

All physical education classes will be taught by licensed teachers who are certified or endorsed to teach physical education. Waivers, exemptions, or substitutions for physical education classes will not be permitted. Students will be excused from class only for extenuating circumstances (i.e. an IEP, 504 plan, doctor's note). All physical education teachers will be required to participate in at least one professional development in physical education session a year.]

~~[DELETED: All AMPS secondary students (middle and high school) are required to take the equivalent of 3 academic years of physical education in Middle School, and 2 academic years of physical education in high school.]~~

Essential Physical Activity Topics in [ADDED: Wellness] ~~[DELETED: Health]~~ Education

The [ADDED: following essential topics on physical activity will be included in wellness education.] ~~[DELETED: Charter School will include in the health education curriculum the following essential topics on physical activity:]~~

- [ADDED: How physical activity can contribute to a healthy weight]
- How physical activity can contribute to the academic learning process
- How an inactive lifestyle contributes to chronic disease [ADDED: ] ~~[DELETED: and potential obesity]~~
- Decreasing sedentary activities [ADDED: ] ~~[DELETED: , such as TV watching and gaming]~~
- Preventing injury during physical activity

- Weather-related safety, for example, avoiding heat stroke, hypothermia, and sunburn while being physically active
- Phases of an exercise session, that is, warm up, workout, and cool down
- How much physical activity is enough ~~[DELETED: , that is, determining frequency, intensity, time, and type of physical activity]~~
- Overcoming barriers to physical activity
- How to resist peer pressure that discourages physical activity
- How to find valid information or services related to physical activity and fitness
- Opportunities for physical activity in the community
- ~~[DELETED: The physical, psychological, or social benefits of physical activity]~~
- ~~[DELETED: How physical activity can contribute to a maintaining physical fitness]~~
- ~~[DELETED: Health-related fitness, that is, cardiovascular endurance, muscular endurance, muscular strength, flexibility, and body composition]~~
- ~~[DELETED: Differences between physical activity, exercise, and fitness]~~
- ~~[DELETED: Developing an individualized physical activity and fitness plan]~~
- ~~[DELETED: Monitoring progress toward reaching goals in an individualized physical activity plan]~~
- ~~[DELETED: Dangers of using performance-enhancing drugs, such as steroids]~~
- ~~[DELETED: Social influences on physical activity, including media, family, peers, and culture]~~
- ~~[DELETED: How to influence, support, or advocate for others to engage in physical activity]~~

[ADDED: Recess (Elementary)]

[ADDED: All schools will provide at least 15 minutes of recess for all grade levels on all or most days during the school year. Recess will not be withheld as punishment for any reason. If recess is offered before lunch, schools will have appropriate hand-washing facilities and/or hand-sanitizing mechanisms located just inside/outside the cafeteria to ensure proper hygiene prior to eating and students are required to use these mechanisms before eating. Hand-washing time will be built in to the recess transition period/timeframe before students enter the cafeteria.

Outdoor recess will be offered when weather is feasible for outdoor play. In the event that the school or Network must conduct indoor recess, teachers and staff will follow

the indoor recess guidelines that promote physical activity for students, to the extent practicable.

Recess will complement, not substitute, physical education class. Recess monitors or teachers will encourage students to be active, and will serve as role models by being physically active alongside the students whenever feasible.]

Physical Activity Breaks (Elementary and Secondary)

The [ADDED: Network] ~~[DELETED: Charter School]~~ recognizes that students are more attentive and ready to learn if provided with periodic breaks when they can be physically active or stretch. Thus, students will be [ADDED: provided] ~~[DELETED: offered]~~ periodic opportunities to be active or to stretch throughout the day on all or most days during a typical school week. The [ADDED: Network] ~~[DELETED: Charter School]~~ recommends teachers provide short (3-5 minute) physical activity breaks to students during and between classroom time. These physical activity breaks will complement, not substitute, for physical education class, recess, and class transition periods.

The [ADDED: Network] ~~[DELETED: Charter School]~~ will provide resources and links to resources, tools, and technology with ideas for physical activity breaks. Resources and ideas are available through USDA and the Alliance for a Healthier Generation.

Active Academics

Teachers will incorporate movement and kinesthetic learning approaches into "core" subject instruction when possible (e.g., science, math, language arts, social studies, and others) and do their part to limit sedentary behavior during the school day.

The [ADDED: Network] ~~[DELETED: Charter School]~~ will support classroom teachers incorporating physical activity and employing kinesthetic learning approaches into core subjects by providing annual professional development opportunities and resources, including information on leading activities, activity options, as well as making available background material on the connections between learning and movement. Teachers will serve as role models by being physically active alongside the students whenever feasible.

Before and After School Activities

The [ADDED: Network] ~~[DELETED: Charter School]~~ offers opportunities for students to

participate in physical activity either before and/or after the school day (or both) through a variety of methods. ~~[DELETED: The Charter School will encourage students to be physically active before and after school by:]~~

Active Transport

The [ADDED: Network] ~~[DELETED: Charter School]~~ will support active transport to and from school, such as walking or biking. The [ADDED: Network] ~~[DELETED: Charter School]~~ will encourage this behavior [ADDED: through activities such as:] ~~[DELETED: by engaging in six or more of the activities below; including but not limited to:]~~

- Designation of safe or preferred routes to school;
- Promotional activities such as participation in International Walk to School Week, National Walk and Bike to School Week;
- Secure storage facilities for bicycles and helmets (e.g., shed, cage, fenced area);
- Instruction on walking/bicycling safety provided to students;
- Promotion of safe routes program to students, staff, and parents via newsletters, websites [ADDED: , local newspaper];
- Crosswalks on streets leading to schools;
- ~~[DELETED: Crossing guards are used]~~
- ~~[DELETED: Documentation of number of children walking and or biking to and from school]~~
- ~~[DELETED: Creation and distribution of maps of school environment (e.g., sidewalks, crosswalks, roads, pathways, bike racks, etc.)]~~

V. Other Activities that Promote Student Wellness

The [ADDED: Network] ~~[DELETED: Charter School]~~ will [ADDED: strive to] integrate wellness activities across the entire school setting, not just in the cafeteria, other food and beverage venues, and physical activity facilities. The [ADDED: Network] ~~[DELETED: Charter School]~~ will [ADDED: endeavor to] coordinate and integrate other initiatives related to physical activity, physical education, nutrition, and other wellness components so all efforts are complementary, not duplicative, and work towards the same set of goals and objectives promoting student well-being, optimal development, and strong educational outcomes.

~~[DELETED: All efforts related to obtaining federal, state, or association recognition for efforts, or grants/funding opportunities for healthy school environments will be~~

~~coordinated with and complementary of the wellness policy, including but not limited to ensuring the involvement of the CSWC and/or parents and the community.]~~ All school-sponsored events will adhere to the wellness policy. All school-sponsored wellness events will include physical activity opportunities [ADDED: .] ~~[DELETED: and healthy eating opportunities when appropriate.]~~

### Community Partnerships

The [ADDED: Network] ~~[DELETED: Charter School]~~ will develop [ADDED: , enhance, and continue] relationships with community partners [ADDED: in support of this wellness policy's implementation.] ~~[DELETED: (i.e. hospitals, universities/colleges, local businesses, etc.) in support of this wellness policy's implementation.]~~ Existing and new community partnerships and sponsorships will be [ADDED: reviewed] ~~[DELETED: evaluated]~~ to ensure that they are consistent with the wellness policy and its goals.

### Community Health Promotion and Engagement

The [ADDED: Network] ~~[DELETED: Charter School]~~ will promote to parents/caregivers, families, and the general community the benefits of and approaches for healthy eating and physical activity throughout the school year. Families will be informed and invited to participate in school-sponsored activities [ADDED: and will receive information about health promotion efforts.]

As described in the "Community Involvement, Outreach, and Communications" subsection, the [ADDED: Network] ~~[DELETED: Charter School]~~ will use electronic mechanisms (such as email, [ADDED: the Network website, and social media),] ~~[DELETED: or displaying notices on the Charter School's website),]~~ as well as non-electronic mechanisms, (such as newsletters, presentations to parents, or sending information home to parents), to ensure that all families are actively notified of opportunities to participate in school-sponsored activities and receive information about health promotion efforts.

### Staff Wellness and Health Promotion

The [ADDED: Network] ~~[DELETED: AMPS]~~ will [ADDED: strive to] implement strategies to support staff in actively promoting and modeling healthy eating and physical activity behaviors. The [ADDED: Network encourages] ~~[DELETED: Charter School promotes]~~ staff member participation in health promotion programs and will [ADDED: provide information for] ~~[DELETED: support programs for]~~ staff members on healthy

eating/weight management [ADDED: programs.] ~~[DELETED: that are accessible and free or low-cost.]~~

Professional Learning

When feasible, the [ADDED: Network] ~~[DELETED: Charter School]~~ will offer annual professional learning opportunities and resources for staff to increase knowledge and skills about promoting healthy behaviors in the classroom and school (e.g., increasing the use of kinesthetic teaching approaches or incorporating nutrition lessons into math class). Professional learning will help [ADDED: Network] ~~[DELETED: Charter School]~~ staff understand the connections between academics and health and the ways in which health and wellness are integrated into ongoing [ADDED: Network] ~~[DELETED: Charter School]~~ reform or academic improvement plans/efforts.

[ADDED: Appendix A: School Level Contacts]

[ADDED: The following table designates the school level wellness policy coordinators responsible for ensuring campus-level compliance within the Network:]

| School Campus | Name | Title | Email Address |
|---|---|---|---|
| Downtown Charter Academy | Phuoc Tran | Lunch Manager | ptran@amethodschools.org |
| John Henry High School | Elvira Maldonado | Lunch Manager | emaldonado@amethodschools.org |
| Oakland Charter Academy | Martha Vega | Lunch Manager | vmarthalorena@amethodschools.org |
| Richmond Charter Elementary - Benito Juarez Elementary | Mariela Flores | Lunch Manager | mflores@amethodschools.org |

| School Campus | Name | Title | Email Address |
|---|---|---|---|
| Richmond Charter Academy | Patricia Duran | Lunch Manager | pduran@amethodschools.org |

# Coversheet

## Review and Consideration of Approval of Updated Fiscal Policies and Procedures

| | |
|---|---|
| **Section:** | V. Business II |
| **Item:** | AZ. Review and Consideration of Approval of Updated Fiscal Policies and Procedures |
| **Purpose:** | Vote |
| **Submitted by:** | |
| **Related Material:** | AMPS Fiscal Policies & Procedures_draft 6.11.2026_CLEAN.pdf<br>AMPS Fiscal Policies & Procedures_draft 6.11.2026.docx_redlined.pdf |

AMPS

HONOR HARD WORK

# Fiscal Policies and Procedures

## BOARD APPROVED: TBD, 2026

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# PURPOSE AND INTENT

The purpose of these fiscal policies and procedures is to document the policies and internal controls that support the successful operation of Amethod Public Schools ("AMPS" or "Network") and its schools. The intent is to align with and follow legal and official regulations that apply to charter schools and non-profit corporations in the State of California as well as the additional best practices and sound internal controls that are recommended or required by AMPS' authorizers, lenders, funders, and other experts such as the California Charter School Association (CCSA), Charter School Development Center (CSDC), the California Department of Education (CDE), and California's Fiscal Crisis and Management Assistance Team (FCMAT).

The policies and procedures are reviewed at least annually by AMPS staff and advisors for compliance with new requirements and evolving guidance from the sources above, and changes are brought to the AMPS Board for approval as needed.

# EXPENDITURE APPROVAL

## Avoiding Conflicts of Interest

It is essential to avoid any conflicts of interest when making expenditure recommendations or decisions. A conflict of interest exists when an individual involved in a recommendation or decision has a personal financial interest in the outcome of the decision and does either of the following:

- Participates in decision-making related to that item.
- Influences, or attempts to influence, others making a contract or decision related to that item whether the attempt occurs inside or outside a board meeting.

AMPS has adopted and published a Conflict of Interest Code that has been approved by the AMPS Board and complies with the Fair Political Practices Commission (FPPC). Any potential conflicts of interest that might come into play with any expenditure recommendations or decisions must be disclosed by the employee or Board member and addressed pursuant to AMPS's Conflict of Interest Code.

## Authorization of Expenditures

**Authorizing AMPS School and Network Expenditures:**

- All contracts, purchases, or other expenditures (collectively referred to hereafter as "Expenditures") made on behalf of any of the schools must be approved by the Principal or equivalent. The Chief Executive Officer (CEO), Chief of Staff (CS), Chief Operations Officer (COO), and Chief Academic Officer (CAO), collectively the "C-Suite", and Home Office Directors may also approve Expenditures on behalf of schools, up to their relative approval limits.
- Expenditures limits shall be measured on a fiscal year basis (July 1 - June 30).
- All Expenditures in excess of $5,000 made on behalf of a single school site or the network as a whole (across multiple schools) must be approved by a Senior Director.

- All Expenditures in excess of $10,000 must be approved by a member of the C-Suite.
- All Expenditures in excess of $25,000, must be approved by the CEO.
- All Expenditures in excess of $50,000, must be approved by the Board of Directors unless explicitly delegated otherwise on a case-by-case basis by the Board either (i) to staff, or (ii) to one or more Board Members who are designated to act on behalf of the Board as a whole.
- In the case of Expenditures being reimbursed or paid to an approver listed above, the approver's supervisor must approve the reimbursement.
- In the case of Expenditures being reimbursed or paid to the CEO, the Board Chair must approve the reimbursement. The Board Chair may elect to delegate the approval of reimbursements of routine business Expenditures below $500 to a staff member other than the CEO (typically the COO).

When approving Expenditures for any School or the Network as a whole, the designated approver must:

- confirm that the Expenditure falls within the currently approved budget;
- contact the Finance Department, COO or designee if needed to confirm that funds are currently available for Expenditure;
- confirm that the Expenditure is allowable under the appropriate revenue source;
- confirm that the Expenditure is appropriate and consistent with the vision, approved charter, school and network policies and procedures, and any laws or applicable regulations;
- confirm that the price is competitive and prudent (and when the Expenditure is greater than $25,000, document a good faith effort to secure the lowest possible cost for comparable goods or services); and
- work with the COO or designee to conduct a full bid process in accordance with law when required by law.

**Federal Spending Thresholds:**

The following thresholds and procedures apply when using Federal funding for the intended purchase. Procurement methods shall be selected based on the total aggregate cost of the purchase and in accordance with federal regulations, including 2 CFR 200.320(a) and 2 CFR 200.320(b), as follows:

1. Informal Purchase Methods – Micro-Purchase Threshold
    - Up to $10,000
    - Purchases at or below this amount may be awarded without soliciting competitive price or rate quotations, provided the price is reasonable.
    - To the extent practicable, micro-purchases should be distributed equitably among qualified suppliers.

2. Small Purchase Procedures

    - Over $10,000 and up to $119,100 (for 2026; $114,500 for 2024)
    - Price or rate quotations must be obtained from an adequate number of qualified sources.
    - Documentation must be maintained showing the vendors contacted and the basis for

selection.

3. Formal Procurement Requirements

- Expenditures over $119,100 (for 2026; $114,500 for 2024)
- Formal procurement procedures must be used, including sealed bids or competitive proposals.
- Public solicitation is required.
- Cost or price analysis must be performed and documented.
- Contracts must be awarded to the responsible bidder whose proposal is most advantageous to the organization, considering price and other relevant factors.

Thresholds shall automatically adjust if federal regulations revise them. The organization will follow the most current federally established thresholds.

## No Gifts of Public Funds

Article 16, Section 6 of the California Constitution prohibits any gift of public funds to an individual or corporation. Per FCMAT guidance, the constitutional prohibition against a gift of public funds is generally not an issue when the direct and primary public purpose of an expenditure results in the public receiving a benefit from the expenditure. Additionally, expenditures of public funds that involve a benefit to private persons are not gifts within the meaning of the California Constitution if those funds are expended for a public purpose.

As such, any expenditure of public funds must primarily benefit the education of students in AMPS's schools in order to not be considered a prohibited gift of public funds. Expenditures driven by personal motives are not justified even if they are well intentioned or based on benevolent feelings (e.g., gifts expressing gratitude to staff or volunteers or sympathy to community members).

## No Political Contributions or Involvement

AMPS will not contribute to or otherwise make expenditures in support of any political campaign or candidate for public office. AMPS will not use (or allow management, staff, or other representatives to use) its assets or resources for support or opposition to any political campaign or candidate for public office. Individual employees, on their own time and with their own money, may contribute to candidates and campaigns of their choosing.

## Signing of Contracts

Consideration will be made of in-house capabilities to accomplish services before contracting with outside parties.

**Schools:**

- All contacts must be reviewed and approved by the CEO, regardless of fiscal commitment. CEO may designate an alternative signer. If an alternative signer is designated:

    - Principals are the only school-based staff authorized to sign contracts on behalf of their school.
    - Members of the C-Suite may also sign contracts on behalf of schools.
- Principals are responsible for ensuring that school-based contracts are performed to completion.

**Network:**
- **All** contracts must be reviewed and approved by the CEO, or Designee.
- The Board Chair or CEO may sign contracts over $50,000 upon Board approval.
- The appropriate C-Suite member or designee and the Finance Department are responsible for ensuring that network-based contracts are performed to completion.

**Contract Documentation**
All contracts above $25,000 must document a good faith effort to secure the lowest possible cost for comparable goods or services that meet all user requirements. Competitive bids will be obtained where required by law or otherwise deemed appropriate and in the best interests of the Network.

Written contracts clearly defining work to be performed will be maintained for all contract service provider relationships involving an Expenditure of $2,500 or more (i.e. consultants, independent contractors, subcontractors).

Contract service providers must show proof of being licensed and bonded, if applicable, and of having adequate liability insurance and worker's compensation insurance currently in effect. The COO or CS may also require that contract service providers list AMPS as an additional insured on service providers' insurance policies.

If the contract service provider is a sole proprietor or a partnership (including LLC, and LLP), the contractor will provide a W-9 prior to submitting any requests for payments.

Contract service providers will be paid in accordance with approved contracts as work is performed.

## Authorizing Payments to Vendor

**A. ACH Payments**
The Board Chair, CEO and COO will have the authority to approve ACH payments.

**B. Online Bill Pay**
The Board Chair, CEO and COO will have the authority to approve online bill payments.

**C. Checks**
The Board will designate the authorized check signers on all bank accounts and the COO will maintain a list of such authorized signers. Bank checks will be kept under lock and key, at both the Home Office and with the Back Office Provider. When there is a need to generate a bank check, the check will be entered into a ledger at the same time that the check is written. Checks may not be

written to cash, bearer, or petty cash. Under no circumstance will any individual sign a blank check or a check made out to themselves. The COO or designee will put in place appropriate procedures to ensure that all checks are accounted for at all times (e.g., by monitoring check registers for any missing checks, and by ensuring that voided checks are stored in the organization's accounting files).

# BANK ACCOUNTS, CREDIT CARDS & CASH

The Board of Directors authorizes the Board Chair, CEO, and COO to open and close bank and credit card accounts. The Board Chair, CEO, and COO may be authorized as co-administrators on all bank and credit card accounts, in accordance with the list of authorized account signers.

## Bank Accounts

The organization is expected to maintain two types of bank accounts:

- **Operating Account** - The Network's revenue will be deposited into an operating account that only the Board Chair, CEO and COO are authorized to manage. Only these individuals will have signing authority over these accounts or access to the funds in the accounts.
- **Savings Account(s)** - The COO shall manage Network's cash to maximize savings in accounts with either FDIC-insured banks or NCUA-insured credit unions, ensuring that cash is spread to sweep accounts or across banks or credit unions to minimize risk.
- **School-level Accounts** -School sites will not have individual accounts, and will abide by the Network-level accounts and processes.

## Cash Management

This section covers the management of cash on hand at the schools.

- All cash held at schools (e.g., for school events, fundraising, etc.) will be the responsibility of the Principals. Teachers, office personnel, and other staff shall not hold cash separately. All cash will be delivered to a Principal on the same day it is received.
- At no times will cash held at schools overnight exceed $5,000. Excess cash will be delivered to the Home Office at minimum weekly, or sooner if the balance nears $5,000.
- No Loans will be made from the cash held at schools.

Procedures for handling cash received by the Network:

| Step | Person Responsible | Task | Frequency |
|---|---|---|---|
| 1 | Principal | Store cash in a fireproof safe. Provide additional key or code only to the Finance Department. | At all times |
| 2 | Principal | Provide a completed and signed receipt from a triplicate copy receipt book. Original copy given to the party giving the cash. 2nd copy given to the Finance Department (see #3 below). 3rd copy stays in the receipt book at the school site. Attach documentation of purchases.<br>Record all transactions on the receipt book as they occur. | At all times |
| 3 | Principal | Forward all documentation and receipts to | Weekly/As |

| | | | |
|---|---|---|---|
| | | the Finance Department for recording in the accounting software. | needed |
| 4 | Principal | Immediately report any irregularities in the cash receipts and reconciliation to the Finance Department and COO. | As needed |
| 5 | COO or Designee | Review the cash reconciliation and notify the CEO and Board immediately if any discrepancies are found. | Monthly |

## Credit Cards

**Credit Cards**
The COO may authorize individuals to carry and use an AMPS credit card to make purchases on behalf of the school or network, consistent with the Expenditure approval policies above. The cardholder must sign a cardholder agreement in order to receive a physical credit card.

Credit cards will be kept under supervision of the approved individual, and all related documentation of purchases will be turned in to the Finance Department monthly for reconciliation. If itemized receipts are not available or are missing, the individual making the charge will be held responsible for payment and credit card privileges may be revoked.

The COO or designee may issue one-time virtual cards to employees needing to make a single online purchase under $1,000, with approval of the employee's supervisor.

Credit card statements of employees shall be reviewed and approved monthly by employee's supervisor and the COO or designee.

## Account Reconciliations

This section covers the process for reconciling bank and credit card accounts.

| Step | Person Responsible | Task | Frequency |
|---|---|---|---|
| 1 | Finance Department/Back Office Provider | Record bank activity into bank ledger as it occurs. | As receipts / Expenditures occur |
| 2 | Finance Department/Back Office Provider | Download bank statements. | Monthly |
| 3 | Finance Department | Review check register/examine all posted checks.<br><br>Research any discrepancies or any checks over 90 days, and if applicable, adjust them in the accounting system.<br><br>Examine all ACH and online bill payments. Research any discrepancies | Monthly |

| | | | |
|---|---|---|---|
| | | and reconcile. | |
| 4 | Finance Department/ Back Office Provider | Prepare the bank reconciliation, verifying the bank statements and all outstanding transactions.<br><br>Compare the reconciled bank balance to the cash in the bank account and to the general ledger. Immediately report any discrepancies to the COO. | Monthly |
| 5 | Finance Department/ Back Office Provider | Prepare reconciliation of bank activity to be reviewed by the COO or designee. | Monthly |
| 6 | COO or designee | Review and approve the reconciliation. Notify the CEO immediately if any discrepancies are found. | Monthly |
| 7 | Finance Department | Save a signed copy of each bank reconciliation alongside the bank statement in AMPS' accounting files. | Monthly |

# PURCHASING PROCEDURES

## Establishing a New Vendor

AMPS is a non-profit organization and at times will be eligible for discounted products and services. When establishing new vendor accounts, inform vendors of the non-profit status and use the AMPS Internal Revenue Service Code Section 501(c)(3), number: 94-3185735. Please note: orders are not currently exempt from sales tax.

## Purchase Orders

AMPS requires the use of formal purchase orders for all Expenditures at or above $5,000. This section covers the process for purchase orders that are required by AMPS or vendors prior to ordering or delivering a product or service.

| Step | Person Responsible | Task |
|---|---|---|
| 1 | Staff Member | Complete a purchase requisition or obtain a quote. |
| 2 | Supervisor/Expense Approver | Approve the requisition or quote. |
| 3 | Finance Department | Create or confirm purchase order, confirm purchase order is logged. |
| 4 | Finance Department | Send the purchase order to the vendor. |

## Invoice Payments

Invoices should be reviewed and sent to the Finance Department immediately upon receipt. Invoices are paid on a weekly basis. This section covers the process for submitting an invoice for payment.

| Step | Person Responsible | Task |
|---|---|---|
| 1 | Staff Member | Forward to the Finance Department, confirming receipt of all items/satisfaction of work performed, along with any supporting documentation. |
| 2 | Finance Department | If invoice details are complete, add coding to invoice with budget line item(s), secure appropriate approval, and forward to the Back Office Provider. |
| 3 | Back Office Provider | Verify invoice coding and initiate payment either by check or ACH. |
| 4 | COO or designee | Review and approve check register prior to release of checks/ACH. |

## Payments Using an AMPS Credit Card

AMPS's preferred payment method is to receive an invoice from vendors and pay by check.

However, an AMPS credit card may be used when a vendor will not accept another form of payment. Credit Cards are to be used for business purposes only. Personal purchases of any type are not allowed. Each staff member who is authorized to use a credit card will be required to sign a credit card use certification statement acknowledging that the card shall only be used for legitimate charter school-related business purposes and that the cardholder agrees to take responsible precautions to protect the card from loss or theft.

Credit card purchases are subject to the same expenditure authorization limits and processes as all other purchases. Credit card purchases must be approved in advance by an AMPS employee with sufficient signing and budget approval authority for the planned expenditure.

If payment is made using an AMPS credit card account, follow the process below.

| Step | Person Responsible | Task | Deadline |
|---|---|---|---|
| 1 | Cardholder | Secure approval for the purchase by any required authorizers based on the amount of the expenditure and which budget it will be applied to. | Prior to purchase |
| 2 | Cardholder | Keep track of all itemized receipts (including refund receipts). | As purchased |
| 3 | Cardholder | Complete a monthly report that details the budget line items and description of each purchase. Attach all itemized receipts. | Monthly |
| 4 | Supervisor and Finance Department | Review reports submitted by staff members and confirm accuracy. | Within 5 business days |
| 5 | Finance Department | Confirm coding and submit to Back Office Provider/ import into general ledger and reconcile on a monthly basis. Complete reconciliation as noted above. | Within 5 business days |
| 6 | COO or designee | Review the reconciliation and notify the CEO immediately if any discrepancies are found. | Monthly |

## Independent Contractors (1099 Vendors)

This section refers to independent contractors, known as 1099 vendors. These are defined as outside individuals or companies who are contracted by AMPS to provide services and are not paid through AMPS' payroll processes for employees. Such individuals must meet all of the following criteria:

A. the individual must be free from the control and direction of the AMPS in connection with the performance of the work, both under the contract for the performance of such work

and in fact;

B. the individual must perform work that is outside the usual course of AMPS's business; and
C. the individual must be customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed for AMPS.

Such individuals are typically self-employed, have no set hours, and have the freedom to render services which are not controlled by AMPS. Independent contractors also typically work for a pre-determined period of time on a specifically defined project. Prior to hiring an independent contractor, consideration will be made of in-house capabilities to accomplish services.

| Step | Person Responsible | Task | Deadline |
|---|---|---|---|
| 1 | AMPS Staff Member that is requesting the Contractor | Identifies a need that cannot be met in-house, identifies an independent contractor who can provide the services, and makes a request to the Director or C-Suite supervisor to hire an independent contractor to provide the services | As needed |
| 2 | Director, CEO, COO, CS or CAO | Consults with the Finance Department as necessary in order to evaluate the criteria for independent contractor status. If valid, approves the request. | As needed |
| 3 | Contractor | Provides a contract outlining services to be completed.<br><br>Provides a completed W-9 to AMPS.<br><br>(At times, AMPS will use our own contract template rather than using the Contractor's template. In such cases, the COO or designee and the Finance Department will create the contract and provide it to the appropriate staff member.) | In advance of beginning work |
| 4 | Finance Department/COO or designee | Reviews W-9 and draft contract for compliance. If acceptable, forwards to appropriate signer within AMPS. | In advance of beginning work |
| 5 | CEO or Designee | Signs contract with independent contractor, after which work can begin | In advance of beginning work |
| 6 | Contractor | Completes work and submits invoice(s) to appropriate staff member/Finance Department.<br>Submits work product updates as needed. | Monthly or at completion of project |
| 7 | Staff Member | Follows guidelines for invoice payments, ensuring appropriate approvals. | As invoices are received |

| | | | |
|---|---|---|---|
| 8 | Finance Department/Back Office Provider | Provides 1099 to contractor and files 1099 forms with the IRS. | Annually as required by law |

# RECEIPTS / ACCOUNTS RECEIVABLE

Documentation will be maintained for all receipts of funds or accounts receivable and forwarded to the Finance Department. All receipts and accounts receivable will be recorded by the Finance Department/Back Office Provider in the general ledger and accounts receivable will be collected on a timely basis.

## Voluntary Donations / Contributions

Because charter schools are tuition-free public schools, neither parents nor students are required to donate their time or money as a condition of enrollment in any AMPS school. No student will be denied enrollment because a parent does not make a financial contribution to the charter school. While parent engagement and support of AMPS' schools is encouraged, any such activities are optional. In cases where a recommended donation or fee is stated for participation in an AMPS activity, provision will be made for the student to participate in the activity without making such donation or paying such fee. In cases where AMPS sells merchandise (e.g., food at fundraising events, etc.) student's participation in AMPS' educational programs will not be conditioned on purchasing such merchandise. AMPS will take no adverse actions against a student or parent that does not or cannot volunteer or contribute.

## Cash Receipts (Cash and Checks)

This section covers how to handle cash and checks received in the mail or at an event/activity where donations are received or items (i.e. prom tickets) are sold.

**Checks Received by Finance Department in Home Office**

| Step | Person Responsible | Task | Frequency |
|---|---|---|---|
| 1 | Office Staff | Open mail and provide any checks to the Finance Department. | Daily |
| 2 | Finance Department | • Immediately endorse all checks with the appropriate deposit stamp.<br>• Store checks in safe until deposited to financial institution.<br>• Record a deposit summary of all checks received, itemizing the amount, source, and purpose of each payment. | Daily |
| 3 | Finance Department | • Deposit checks in person or via remote deposit machine and software provided by the general operating bank.<br>• Save a scan of the deposit details in Drive. | Weekly |
| 4 | Finance Department/Back Office Provider | Code deposit summary with appropriate accounting dimensions and record deposit in accounting ledgers. | Monthly |

| | | | |
|---|---|---|---|
| 5 | COO or designee | Review all deposit details as part of the monthly bank reconciliation process and notify the CEO immediately if any discrepancies are found. | Monthly |

**Cash & Checks Received by Schools**

| Step | Person Responsible | Task | Frequency |
|---|---|---|---|
| 1 | School Staff, as determined by Principal | ● For cash or checks provided in person, issue a cash receipt from a triplicate copy receipt book. Original copy given to payee, 2nd copy submitted to Finance Department (see below). 3rd copy stays in the receipt book at the school site.<br>● Immediately place cash and checks in the safe. | As received |
| 2 | School Staff, as determined by Principal | ● Immediately endorse all checks with the appropriate deposit stamp.<br>● Utilize dual cash counts for all cash when received, and every time cash changes possession. Use a numbered tamper-proof bag as provided by the Finance Department<br>● Create a summary of all cash and checks received, itemizing the amount, source, and purpose of each payment. Sign and date the summary.<br>● Secure in the school safe | Daily |
| 3 | School Staff, as determined by Principal | Give the cash, checks, and deposit summary to the Finance Department. | Weekly |

**Cash & Checks Received at Events**

| Step | Person Responsible | Task | Timing |
|---|---|---|---|
| 1 | Principal | Designate a staff member as the Cashier responsible for collecting and holding all cash and checks for the purpose of an individual activity or for sales made at the school. | In advance of event. |
| 2 | Cashier/staff member | Record each transaction in a triplicate copy receipt book at the time the transaction is made. Provide an original receipt to the donor/customer. 2nd copy submitted to Finance Department (see above). 3rd copy stays in the receipt book at the school site. | At transaction |

| | | | |
|---|---|---|---|
| 3 | Cashier + One Additional Staff Member | ● Create a summary of all cash and checks received. Both employees sign and date the summary.<br>● Use a numbered tamper-proof bag to secure all cash and checks<br>● Give the cash, checks, receipt book, and deposit summary to the Principal to secure in the safe.<br>*Additional staff member can be the Principal | End of Event |
| 4 | Principal + One Additional Staff Member | Re-count the funds and verify amount matches original count.<br><br>Sign and date the summary, and provide budget codes for the deposits. Place all cash, checks, receipts, and signed summary in a numbered tamper-proof bag.<br><br>Record the daily amount received and the tamper-proof bag number in a daily receipts log kept separate from the receipts book and cash/checks. | End of Day |
| 5 | Principal | Secure numbered tamper-proof bag in school safe. | End of Day |

**Returned Check Policy**

A returned-check processing fee may be charged for checks returned as non-sufficient funds (NSF). Unless otherwise pre-approved by the COO, payment of the NSF check and processing fee must be made by cash, money order or certified check.

In the event that a second NSF check is received for any individual, in addition to any processing fee, the individual will lose check-writing privileges. Payment of the NSF check, the processing fee and any subsequent payment(s) by that individual must be made by cash, money order or certified check.

If unsuccessful in collecting funds owed, AMPS may initiate appropriate collection and/or legal action at the discretion of the COO, CEO and/or Governing Board.

# POSITION CONTROL & PAYROLL

**Personnel Budget Approvals**
AMPS's Board approves each school's annual budget and revisions to that budget on a periodic basis. Each budget will include the portion of each school's approved expenditures that are related to employee compensation and benefits. The Board delegates individual personnel decisions (e.g., hiring, firing, compensation) to AMPS staff (subject to adherence with the Board approved budget and any relevant AMPS policies) as follows:

**School Positions:**
- Recommendations regarding creating or filling all School positions will be made by the Principal(s) of the School.
- The AMPS human resources team will determine the appropriate compensation for any position based on AMPS's compensation philosophy, salary bands, and other reasonable factors.
- The COO will review all School positions.
- The COO will review the budgetary impact of all School positions.

The CEO will give final approval on all positions and compensation.

**Home Office Positions:**
- Recommendations regarding creating or filling all Home Office positions will be made by the relevant Home Office department head.
- The AMPS human resources team will determine the appropriate compensation for any position based on AMPS's compensation philosophy, salary bands, and other reasonable factors.
    - The COO will review all Home Office positions.
    - The COO will review the budgetary impact of all Home Office positions.
    - The CEO will give final approval on all positions and compensation.

As with any other Expenditures, the appropriate approver must:
- confirm that the proposed position falls within the currently approved budget;
- confirm that the position is allowable under the appropriate revenue source; and
- confirm that the position is appropriate and consistent with the vision, approved charter, school and network policies and procedures, and any laws or applicable regulations.

Retention and/or Recruitment Bonuses
- The CEO shall have the ability to offer signing/recruitment bonuses or retention bonuses up to $5,000 per employee annually, for positions that are deemed "difficult to staff". A "difficult to staff" position is considered a role that faces challenges in attracting qualified candidates due to factors like specialized skills, demanding work conditions, geographic location, or limited applicant pool. No bonuses may be awarded if total compensation for the position would be excessive under IRS standards for non-profit employees. The CEO will consider past, present, and future compensation trends in deciding whether payment of a bonus could be considered "excessive" or "inequitable" and therefore should be avoided.

**Position Control**

Position control refers to a system of tracking personnel budgets based on positions that are approved and expressed as full-time equivalents (FTE), rather than based on specific employees. It is used to budget and forecast expenses and to ensure that only authorized positions are filled and only appropriate personnel receive a payroll check. AMPS's Human Resources and Finance Departments will maintain a position control system to track which positions are approved per the approval policies above. It will also track which specific employee is in each role and what their compensation is for that position.

Information from the position control system will be incorporated into budget monitoring and reporting processes. It will also be integrated into AMPS's payroll and HR systems to ensure personnel costs are accurately recorded on a monthly basis and to identify and correct any material differences that arise from time to time.

**Employee Qualifications**
All AMPS staff on payroll must comply with state law requirements before being hired or assigned to AMPS's payroll system. Principals are responsible for working with Human Resources to manage the formal hiring process at their schools. Please refer to the AMPS Employee Handbook for information on employee requirements, and managing vacation and sick leave.

**Payroll Submission Procedure**
AMPS uses Paylocity for payroll and submits payroll online. Payroll is processed in-house by the Payroll and Benefits Manager, and is approved by the COO or designee.

**Payroll Distribution**
It is the preferred method of AMPS to disburse payroll via direct deposit. Direct deposit statements and W-2 forms are available to all staff online through Paylocity. Should an employee request paper paychecks, they will be delivered to the Home Office.

**Payroll Taxes and Filings**
Paylocity and the Back Office Provider (if applicable) will prepare payroll check summaries, tax and withholding summaries, and other payroll tracking summaries, and will file all state and federal quarterly and annual payroll tax forms and W-2 forms on a timely and accurate basis. The COO or designee will review the forms before the vendor submits them to the respective employees or agencies.

**Record Keeping**
All payroll records will be maintained by AMPS or the payroll vendor for seven years or longer if otherwise required by law.

# EXPENSE REIMBURSEMENTS

**Employee Business and Travel Reimbursements**

At times, AMPS staff are asked to travel or have to purchase work related items using their own cash or credit cards. Business and travel expenses will be reimbursed for pre-approved expenses consulted and approved by the supervisor in accordance with their budget authorization and signing authority.

Expense reports will be processed on a weekly basis. For travel reimbursements policies and limits, refer to the travel reimbursement policy in the appendix.

This section covers the process for submitting an expense or travel reimbursement

| Step | Person Responsible | Task | Timing |
|---|---|---|---|
| 1 | Staff Member | Keep track of all itemized receipts (including refund receipts). Non-itemized receipts or expenses without receipts may not be reimbursed. | As purchased |
| 2 | Staff Member | Complete expense reimbursement form and attach itemized receipts for all charges. | Not less than monthly, as necessary |
| 3 | Supervisor/ Approver | Review reimbursement form and approve it. | Within 3 business days |
| 4 | Finance Department | Review reimbursement requests and prepare a summary for payment by Back Office Provider, or review expense in expense management system. | Weekly |
| 5 | Finance Department/Back Office Provider | Enter into accounting software and reconcile monthly as per above | Monthly |
| 6 | COO or designee | Review the reconciliation and notify the CEO immediately if any discrepancies are found. | Monthly |

**Volunteer Expenses**

All volunteers will submit a purchase request to the Principal, Home Office Director, or C-Suite member for all potential expenses. Only items with prior authorization from such authorizer will be paid/reimbursed. Itemized receipts must be included to be eligible for reimbursement. Reimbursements for volunteers will be processed by the Finance Department.

**Governing Board Expenses**

The individual incurring authorized expenses while carrying out the duties of AMPS will complete and sign an expense reimbursement form, and include all itemized receipts. The COO or designee

will approve and sign the reimbursement form, and submit it to the Finance Department for payment.

**All Expenses**
All expenses submitted for reimbursement must have an itemized receipt. The receipt should not contain personal items on it, and under no circumstances may the receipt contain alcohol or any other expense that violates AMPS's expense rules.

Requests for mileage reimbursement must include Google Maps printout, or similar, with the mileage requested being the lesser of the travel from home or school site to the destination. Mileage will be reimbursed at the IRS Standard Mileage Rate in place at the time of travel.

Requests for reimbursement must be made within 30 days of incurring the expense.

Credit card users shall use the same guidance in the Travel Reimbursement Policy when making purchases and Expenditures during business travel for AMPS.

## FINANCIAL REPORTING BUDGETING & RECORDS RETENTION

**Financial Budgeting**

The Back Office Provider, in consultation with the COO or designee, will prepare an annual financial budget for each school. The budget will include input from Principals, Home Office Directors, and members of the C-Suite. The annual budget will be submitted to the Board of Directors for approval prior to the July 1 start of each fiscal year. It will be accompanied by a description of the assumptions that guided the creation of the budget. The approved budget for each School will be incorporated in the Local Control and Accountability Plan (LCAP) for that School, which will be prepared, reviewed, and adopted in accordance with California law. The LCAP and Budget for each School will be submitted to such School's authorizer on a timeline and in such format as is required by law.

The Back Office Provider will prepare budget revisions on an as-needed basis throughout the year, subject to Board approval. At a minimum, such revisions will include a First Interim and Second Interim budget revision for each School that will be prepared, approved, and submitted to such School's authorizer on a timeline and in such format as is required by law.

Budgets will be developed using reasonable and timely assumptions regarding all areas of the network's operations, including, but not limited to enrollment and attendance projections, student demographics that impact funding, public funding rates, non-public revenue sources, position control and staffing levels, employee benefit costs, and other cost projections. They will factor in reasonable and timely assumptions related to COLAs and inflation expectations. Budgets will include a multi-year financial projection that (at a minimum) includes the current year plus two following years.

**Financial Monitoring and Reporting**

The Back Office Provider and COO and/or designee will periodically monitor adherence to the then-current budget and share a financial update and reports with the Board of Directors at each meeting of the Board. Such monitoring, updates and reports will include a budget-to-actual variance analysis for each major category of the then-current budget for each school, and a narrative description of noteworthy variances. If necessary, action will be taken to adjust the budget based on these reports.

The Finance Department, Back Office Provider, and COO will provide the CEO and/or Board of Directors with additional financial reports, as needed.

AMPS will provide financial reports (e.g., Unaudited Actuals) for each School to such School's authorizer on a timeline and in such format as is required by law. AMPS will work with its auditor to file all information and tax returns required by the Internal Revenue Service (IRS) and California's Franchise Tax Board (FTB) on a timely and accurate basis.

AMPS' Finance Department and/or Back Office Provider will maintain a financial reporting calendar of relevant financial reporting deadlines to ensure that required reporting deadlines are met on a timely basis.

**Accounting Dimensions**

AMPS will adhere to all elements of California's Standardized Account Code Structure (SACS) that are required to meet the needs of State financial reporting requirements. This currently includes tracking all revenues and expenditures by "object" and "resource" as those terms are defined in the California School Accounting Manual (CSAM). AMPS may implement additional accounting dimensions as needed for its own internal reporting or to provide improved visibility into program operations and efficiency.

**Restricted Fund Accounting and Reporting**

AMPS and the Back Office Provider will maintain sufficiently detailed fund accounting procedures and records to identify the sources and uses of all restricted funding sources at each school so as to be able to separately identify the revenues, expenses, receivables, payables and cash and fund balance for that funding source at that school. Over time, the expectation is that all restricted funding sources will eventually reach a $0 fund balance as expenditures match the revenues received. Accurate and timely reports will be filed for each such funding source and school as required by that funding source.

**Retention of Records**

Financial records, such as transaction ledgers, canceled/duplicate checks, attendance and entitlement records, payroll records, and any other necessary fiscal documentation will be retained for a minimum of seven (7) years. At the discretion of the COO, certain documentation may be maintained for a longer period of time.

# FINANCIAL RESERVES, LIQUIDITY, AND INVESTMENTS

## Funds Balances / Reserves

AMPS recognizes the need to maintain an adequate fund balance that will ensure the financial viability of our network and each school. The following policies related to the maintenance of adequate fund balances, reserves, and cash liquidity reflect recommendations made by the California Department of Education, our County Offices of Education and authorizers, our financial auditor, and researched best practices among California CMO peers and non-profits more broadly.

AMPS will maintain a positive fund balance each year on a consolidated basis, and at each school. The fund balance will be measured annually as the sum of the network's or the school's assets, minus its liabilities, in both cases as recorded in AMPS' or the Back Office Provider's accounting system.

**Building / maintaining reserves under normal circumstances:** Each AMPS school, and the AMPS Home Office is expected to develop an annual budget that has a neutral or positive impact on its fund balance (i.e., with revenues equaling or exceeding expenses) and with a concrete multi-year plan to ensure at minimum breakeven operations for a 3-year rolling period, and a minimum 5% reserve for economic uncertainty. The COO or designee will work with each school to develop an individualized plan to reach each school's goals. An annual contribution to the school's reserve will be built into each school budget as needed.

## Financial Assets/Cash Management Strategy

This policy regarding the cash management strategy and savings instruments of AMPS' financial assets is set forth to:

- define and assign the responsibilities of all parties involved in managing AMPS' cash,
- establish a clear understanding of the savings policy and objectives, and
- provide guidance and limitations to any internal or outside portfolio manager regarding the investment of AMPS assets.

**Savings Objectives**

The objective of AMPS' cash management strategy is (a) to preserve capital required for day-to-day operations of our schools and (b) to maximize funds held in interest-bearing accounts.

The investment horizon of the funds should endeavor to match the duration of the associated funding needs. Funds required for day-to-day operations will be maintained in a standard checking account. Funds for savings will be maintained by direction of the COO in Certificates of Deposit, High-yield savings, or other investments that are not subject to market fluctuations.

**Delegation of Authority**

The Board of Directors is responsible for approving the savings policy and has authorized the CEO and COO to oversee the placement of assets on an ongoing basis. The CEO and COO are authorized

to delegate certain responsibilities to professional agents such as portfolio managers, custodians, attorneys, auditors, consultants and other specialists who are experts in their field, as needed.

**General Cash Management Principles**

- Investments shall be made solely in the interest of AMPS Public Schools.
- Assets shall be invested with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the investment of a fund of like character and with like aims.
- Savings shall be reasonably diversified in multiple banks and/or credit unions.
- Cash is to be employed productively to provide safety, liquidity, and return.

**Allowable Assets**

Cash Equivalents

- Checking Accounts
- Savings Accounts
- Treasury Bills
- Time Deposits, including Certificates of Deposit

# FIXED ASSETS / DEPRECIATION / LEASES / INSURANCE

## Asset Inventory

A depreciable asset is defined as all items, purchased or donated, with a value of $5,000 or more and with a useful life of more than one year.

The Finance Department will maintain records of all receipts for purchased assets, including depreciable assets, as well as non-capitalized assets.

The Finance Department, in consultation with the Technology and Facilities Departments, will also maintain an inventory or log of all depreciable assets. The log will include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting assets. The log will also include the useful life of any depreciable assets in order to facilitate depreciation accounting noted below. The COO will immediately be notified of all cases of theft, loss, damage or destruction of assets.

## Asset Sales and Disposal

The COO or designee will approve any plans for disposing of any fixed assets with a clear and complete description of the asset and the date of disposal. Any asset disposal will be managed in a manner that ensures that AMPS receives a fair market value for such asset, and that avoids any conflicts of interest.

Capital assets may be sold or traded for new equipment; when this occurs, an asset sale and disposition form should be completed. Upon approval, the school may advertise the property for sale or submit a list to the Facilities Department for sale and disposition. After completion of the sale, a completed original bill of sale form with authorized signatures should be submitted to the Finance Department. The Finance Department and Back Office Provider should delete the item from the asset records and record any gain or loss on the disposition.

**Worn Out or Obsolete Assets**
Worn out or obsolete assets with no cash value should be reported to the Finance and Facilities Departments on the asset disposition form, which includes a description, serial number and condition of the asset. The Facilities Department should inspect all worn out or obsolete property before it is discarded. The asset can then be removed from the asset records.

**Missing or Stolen Assets**
Any missing or stolen asset should be reported in writing to the Principal and Facilities and Finance Departments as soon as its absence is discovered . The report should include the description, serial number, and other information about the lost item. The Finance Department should determine the proper course of action and should notify the COO or CS, as the charter school's insurance carrier and any outside authorities may need to be notified . If the asset is not recovered, it can be removed from the asset records.

The Finance Department and Back Office Provider will record any such disposal in AMPS' accounting software on a timely and accurate basis.

## Capitalization and Depreciation

AMPS has determined a capitalization threshold of $5,000 as appropriate. AMPS' Finance Department and/or Back Office Provider will record depreciation expense with all capitalized assets in order to track those assets' decline in value because of wear and tear, age, deterioration, or obsolescence.  AMPS uses the straight-line depreciation method that reports the same amount of decline in value each year.

## Insurance

The CS and/or COO will ensure that appropriate insurance is maintained at all times with a high-quality insurance agency.

The CS and/or COO will maintain the files of insurance policies, including an up-to-date copy of all, insurance policies, certificates of insurance (including the designation of required additional insured as required under AMPS's charters, MOUs, lending agreements, and other contracts as appropriate), and related claim forms.

The CS and COO will carefully review insurance policies on an annual basis, prior to renewal.

Insurance will include at minimum, property, general liability, worker's compensation, student accident, professional liability, and directors' and officers' coverage.

# LOANS AND BORROWING

## Loans

The Board will approve all loans made or taken out by AMPS. In the case of a long-term loan, approval may also be required from the chartering authority (in accordance with the terms of the charter petition or an MOU with such authority) and/or other lenders (in accordance with the loan documents). Once the loan is approved by the Board, a promissory note will be prepared and signed by the Board Chair or CEO before funds are borrowed.

## Loans to/from Employees

Loans to or from employees are not permitted.

## Lines of Credit/Credit Card Account

AMPS will endeavor to maintain a line of credit to provide short-term cash liquidity as needed pursuant to the policies above. The CEO and COO have been authorized by the Board of Directors to borrow funds against the line of credit or to establish Network credit card accounts on behalf of AMPS, as needed to ensure that the network meets its financial obligations.

# ANNUAL FINANCIAL AUDIT

The Board will annually select an auditor by April 1 prior to the fiscal year-end (June 30th).

The Board will annually contract for the services of an independent certified public accountant on the State of California's approved list to perform an annual fiscal audit. The audit shall include, but not be limited to:

- An audit of the accuracy of the financial statements;
- An audit of the attendance accounting and revenue accuracy practices;
- An audit of the internal control practices;
- Because AMPS's schools are considered local government entities the independent audit will be conducted based on governmental auditing standards and the provisions listed in the Guide for Annual Audits of TK-12 Local Educational Agencies and State Compliance Reporting, published by the Education Audit Appeals Panel (EAAP) and available at www.eaap.ca.gov.

The annual audit will be presented to the AMPS Board for review and approval each year and will be filed with the CDE and State Controller's Office (SCO) on a timely basis each year. Any audit exceptions and/or deficiencies will be resolved to the satisfaction of the AMPS Board and the Board of Directors of the charter-granting agency.

# APPENDIX A – TRAVEL AND REIMBURSEMENT POLICY

Employees who travel on behalf of AMPS in order to fulfill their work duties or to attend workshops, conferences, or other employment-related activities, or who purchase work-related items with personal funds, will be reimbursed for qualified expenses incurred.

The following policy is intended to address the vast majority of expenses incurred by AMPS staff. In the event that exceptions are required due to the unique nature of the work-related purpose of the trip or the specific location to which the staff member is traveling, the staff member must get prior approval from their supervisor prior to incurring expenses outside this policy. Supervisors are responsible for exercising prudent judgment in evaluating such requests and encouraged to discuss them with the COO if they have any doubt about the appropriateness of the request.

All reimbursement claims must be pre-approved by the employee's supervisor, and must be supported by the original, itemized receipts, or in the case of mileage, tolls, and public transportation, by print outs of maps and fare schedules. If for some reason, obtaining a receipt is not possible, contact the COO for guidance on how to proceed.

**General Travel Requirements**
The employee requesting to travel on behalf of AMPS must work with his/her supervisor to determine whether the benefit from the travel to both the employee and to AMPS will outweigh anticipated costs of the travel, including how the employee's absence will affect teammates, students and upcoming deadlines. All efforts should be made to explore alternatives such as participation by phone or videoconference, and availability of local programs or training opportunities.

Employees with job duties that require regular travel between school sites are not required to request approval in advance of travel. Again, efforts should be made to explore alternative participation methods as often as possible to minimize expense to AMPS.

**Long-Distance or Multi-Day Travel:** When an employee travels for professional development opportunities, conferences or workshops that will require an absence from his/her worksite for more than one day, the following expenses may be eligible for reimbursement:

- meals and non-alcoholic drinks;
- transportation to and from the airport and/or hotel or other business-related locations;
- overnight hotel fees and taxes;
- mileage to and from the airport or hotel, if driving yourself;
- parking; and
- internet access if needed for business purposes.

**Non-reimbursable expenses:** The following expenses are not eligible for reimbursement:

- alcoholic beverages;
- entertainment (movie, purchases/rental, plays, concerts, etc.);
- additional expenses incurred in the accommodation of an employee's non-AMPS related travel plans (e.g. extra hotel nights, additional stopovers, meals, increased fares to accommodate a different flight schedule, etc.);

- expenses associated with travel of an individual's spouse, family or friends;
- reimbursements for gifts of any kind; and
- expenses lacking receipts or sufficient supporting evidence to justify the expense.

**Air Travel Reimbursement**
Air travel reservations should be made as far in advance as possible in order to take advantage of reduced fares. Flights must be reviewed by the employee's supervisor or the Finance Department before booking to ensure costs are reasonable, appropriate, and within budget. Employees should use price comparison sites to find the best/reasonable rate and should book travel in coach/economy class instead of business/first class.

**Lodging Reimbursement:**
Employees are not required to share a room while traveling for AMPS business. Employees should use price comparison sites to find the best/reasonable rate. Maximum allocation for lodging is $250.00 per night unless using a conference rate, or otherwise approved by a C-Suite member. When requesting rates at hotels, always ask for discounts and rates available for public school employees.

**Parking Reimbursement**
In cases where an employee is required to drive, parking will be reimbursed at a reasonable rate based on the location to which the employee is traveling. Employees should use the airport parking in the appropriate lot based on the length of your trip (e.g., long-term vs daily) and utilize economy lots where available to save money.

**Car Rentals Reimbursement**
Should an employee's travel require a car rental and refueling cost, the employee must receive prior approval from a member of the C-Suite. AMPS will not reimburse employees for rental car insurance fees, upgrades, and/or navigation features, and employees are expected to carry their own insurance. Reimbursement for gas is allowable on car rentals only, with the proper receipts. Employees should book compact or standard-size cars unless there's a reason for a different vehicle or free upgrade and should use price comparison sites to find the best or most reasonable rate.

**Mileage Reimbursement**
Reimbursement for work-related travel using an employee's personal automobile will be made according to the IRS-published mileage reimbursement rate in effect at the time of travel. In calculating mileage, employees should use the lesser of the distance from their home or their work site to the destination.

**Meals Reimbursement**
When an employee is required to travel for more than one day (i.e., overnight travel), meals will be reimbursed up to $100 per person per day unless otherwise approved by a member of the C-Suite. To qualify for meal costs, the following leave and return time limits apply:

- Breakfast: Must leave before 6:30am and/or return after 9:00am
- Lunch: Must leave before 11:00am and/or return after 1:30pm
- Dinner: Must leave before 4:00pm and/or return after 6:30pm

Itemized receipts are required for all meals. AMPS employees are permitted to pay for meals for reasonable business associates (e.g., other AMPS staff, potential donors, etc.), but meals for personal companions will not be reimbursed. Alcoholic beverages will not be reimbursed.

**Travel Expense Report**

All reimbursement forms and receipts should be submitted as soon as possible after travel. All forms must be received within 30 days of the event or travel and no later than July 15th of the following fiscal year. Please contact the Finance Department for instructions on how to complete the necessary forms.

AMPS

HONOR HARD WORK

# Fiscal Policies and Procedures

## BOARD APPROVED: TBD~~March 19~~, 2026

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# PURPOSE AND INTENT

The purpose of these fiscal policies and procedures is to document the policies and internal controls that support the successful operation of Amethod Public Schools ("AMPS" or "Network") and its schools. The intent is to align with and follow legal and official regulations that apply to charter schools and non-profit corporations in the State of California as well as the additional best practices and sound internal controls that are recommended or required by AMPS' authorizers, lenders, funders, and other experts such as the California Charter School Association (CCSA), Charter School Development Center (CSDC), the California Department of Education (CDE), and California's Fiscal Crisis and Management Assistance Team (FCMAT).

The policies and procedures are reviewed at least annually by AMPS staff and advisors for compliance with new requirements and evolving guidance from the sources above, and changes are brought to the AMPS Board for approval as needed.

# EXPENDITURE APPROVAL

## Avoiding Conflicts of Interest

It is essential to avoid any conflicts of interest when making expenditure recommendations or decisions. A conflict of interest exists when an individual involved in a recommendation or decision has a personal financial interest in the outcome of the decision and does either of the following:

- Participates in decision-making related to that item.
- Influences, or attempts to influence, others making a contract or decision related to that item whether the attempt occurs inside or outside a board meeting.

AMPS has adopted and published a Conflict of Interest Code that has been approved by the AMPS Board and complies with the Fair Political Practices Commission (FPPC). Any potential conflicts of interest that might come into play with any expenditure recommendations or decisions must be disclosed by the employee or Board member and addressed pursuant to AMPS's Conflict of Interest Code.

## Authorization of Expenditures

**Authorizing AMPS School and Network Expenditures:**

- All contracts, purchases, or other expenditures (collectively referred to hereafter as "Expenditures") made on behalf of any of the schools must be approved by the Principal or equivalent. The Chief Executive Officer (CEO), Chief of Staff (CS), Chief Operations Officer (COO), and Chief Academic Officer (CAO), collectively the "C-Suite", and Home Office Directors may also approve Expenditures on behalf of schools, up to their relative approval limits.
- Expenditures limits shall be measured on a fiscal year basis (July 1 - June 30).
- All Expenditures in excess of $5,000 made on behalf of a single school site or the network as a whole (across multiple schools) must be approved by a Senior Director.

- All Expenditures in excess of $10,000 must be approved by a member of the C-Suite ~~the COO, CAO, or CS~~.
- All Expenditures in excess of $25,000, must be approved by the CEO.
- All Expenditures in excess of $50,000, must be approved by the Board of Directors unless explicitly delegated otherwise on a case-by-case basis by the Board either (i) to staff, or (ii) to one or more Board Members who are designated to act on behalf of the Board as a whole.
- In the case of Expenditures being reimbursed or paid to an approver listed above, the approver's supervisor must approve the reimbursement.
- In the case of Expenditures being reimbursed or paid to the CEO, the Board Chair must approve the reimbursement. The Board Chair may elect to delegate the approval of reimbursements of routine business Expenditures below $~~51,0~~00 to a staff member other than the CEO (typically the COO).

When approving Expenditures for any School or the Network as a whole, the designated approver must:

- confirm that the Expenditure falls within the currently approved budget;
- contact the Finance Department, COO or designee if needed to confirm that funds are currently available for Expenditure;
- confirm that the Expenditure is allowable under the appropriate revenue source;
- confirm that the Expenditure is appropriate and consistent with the vision, approved charter, school and network policies and procedures, and any laws or applicable regulations;
- confirm that the price is competitive and prudent (and when the Expenditure is greater than $25,000, document a good faith effort to secure the lowest possible cost for comparable goods or services); and
- work with the COO or designee to conduct a full bid process in accordance with law when required by law.

**Federal Spending Thresholds:**

The following thresholds and procedures apply when using Federal funding for the intended purchase. Procurement methods shall be selected based on the total aggregate cost of the purchase and in accordance with federal regulations, including 2 CFR 200.320(a) and 2 CFR 200.320(b), as follows:

1. Informal Purchase Methods – Micro-Purchase Threshold
    - Up to $10,000
    - Purchases at or below this amount may be awarded without soliciting competitive price or rate quotations, provided the price is reasonable.
    - To the extent practicable, micro-purchases should be distributed equitably among qualified suppliers.

2. Small Purchase Procedures

    - Over $10,000 and up to $119,100 (for 2026; $114,500 for 2024)
    - Price or rate quotations must be obtained from an adequate number of qualified sources.

- Documentation must be maintained showing the vendors contacted and the basis for selection.

3. Formal Procurement Requirements

- Expenditures over $119,100 (for 2026; $114,500 for 2024)
- Formal procurement procedures must be used, including sealed bids or competitive proposals.
- Public solicitation is required.
- Cost or price analysis must be performed and documented.
- Contracts must be awarded to the responsible bidder whose proposal is most advantageous to the organization, considering price and other relevant factors.

Thresholds shall automatically adjust if federal regulations revise them. The organization will follow the most current federally established thresholds.

## No Gifts of Public Funds

Article 16, Section 6 of the California Constitution prohibits any gift of public funds to an individual or corporation. Per FCMAT guidance, the constitutional prohibition against a gift of public funds is generally not an issue when the direct and primary public purpose of an expenditure results in the public receiving a benefit from the expenditure. Additionally, expenditures of public funds that involve a benefit to private persons are not gifts within the meaning of the California Constitution if those funds are expended for a public purpose.

As such, any expenditure of public funds must primarily benefit the education of students in AMPS's schools in order to not be considered a prohibited gift of public funds. Expenditures driven by personal motives are not justified even if they are well intentioned or based on benevolent feelings (e.g., gifts expressing gratitude to staff or volunteers or sympathy to community members).

## No Political Contributions or Involvement

AMPS will not contribute to or otherwise make expenditures in support of any political campaign or candidate for public office. AMPS will not use (or allow management, staff, or other representatives to use) its assets or resources for support or opposition to any political campaign or candidate for public office. Individual employees, on their own time and with their own money, may contribute to candidates and campaigns of their choosing.

## Signing of Contracts

Consideration will be made of in-house capabilities to accomplish services before contracting with outside parties.

**Schools:**

- All contacts must be reviewed and approved by the CEO, regardless of fiscal commitment. CEO may designate an alternative signer. If an alternative signer is designated:

  - Principals are the only school-based staff authorized to sign contracts on behalf of their school.
  - Members of the C-Suite may also sign contracts on behalf of schools.
- ¶
- Principals are responsible for ensuring that school-based contracts are performed to completion.

**Network:**
- **All** contracts must be reviewed and approved by the CEO, or Designee.
- The Board Chair or CEO may sign contracts over $50,000 upon Board approval.
- The appropriate C-Suite member or designee and the Finance Department are responsible for ensuring that network-based contracts are performed to completion.

**Contract Documentation**
All contracts above $25,000 must document a good faith effort to secure the lowest possible cost for comparable goods or services that meet all user requirements. Competitive bids will be obtained where required by law or otherwise deemed appropriate and in the best interests of the Network.

Written contracts clearly defining work to be performed will be maintained for all contract service provider relationships involving an Expenditure of $2,500 or more (i.e. consultants, independent contractors, subcontractors).

Contract service providers must show proof of being licensed and bonded, if applicable, and of having adequate liability insurance and worker's compensation insurance currently in effect. The COO or CS may also require that contract service providers list AMPS as an additional insured on service providers' insurance policies.

If the contract service provider is a sole proprietor or a partnership (including LLC, and LLP), the contractor will provide a W-9 prior to submitting any requests for payments.

Contract service providers will be paid in accordance with approved contracts as work is performed.
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## Authorizing Payments to Vendor

**A. ACH Payments**
The Board Chair, CEO and COO will have the authority to approve ACH payments.

**B. Online Bill Pay**
The Board Chair, CEO and COO will have the authority to approve online bill payments.

**C. Checks**
The Board will designate the authorized check signers on all bank accounts and the COO will maintain a list of such authorized signers.  Bank checks will be kept under lock and key, at both the

Home Office and with the Back Office Provider. When there is a need to generate a bank check, the check will be entered into a ledger at the same time that the check is written. Checks may not be written to cash, bearer, or petty cash. Under no circumstance will any individual sign a blank check or a check made out to themselves. The COO or designee will put in place appropriate procedures to ensure that all checks are accounted for at all times (e.g., by monitoring check registers for any missing checks, and by ensuring that voided checks are stored in the organization's accounting files).

# BANK ACCOUNTS, CREDIT CARDS & CASH

The Board of Directors authorizes the Board Chair, CEO, and COO to open and close bank and credit card accounts. The Board Chair, CEO, and COO may be authorized as co-administrators on all bank and credit card accounts, in accordance with the list of authorized account signers.

## Bank Accounts

The organization is expected to maintain two types of bank accounts:

- **Operating Account** - The Network's revenue will be deposited into an operating account that only the Board Chair, CEO and COO are authorized to manage. Only these individuals will have signing authority over these accounts or access to the funds in the accounts.
- **Savings Account(s)** - The COO shall manage Network's cash to maximize savings in accounts with either FDIC-insured banks or NCUA-insured credit unions, ensuring that cash is spread to sweep accounts or across banks or credit unions to minimize risk.
- **School-level Accounts** -School sites will not have individual accounts, and will abide by the Network-level accounts and processes.

## Cash Management

This section covers the management of cash on hand at the schools.

- All cash held at schools (e.g., for school events, fundraising, etc.) will be the responsibility of the Principals. Teachers, office personnel, and other staff shall not hold cash separately. All cash will be delivered to a Principal on the same day it is received.
- At no times will cash held at schools overnight exceed $5,000. Excess cash will be delivered to the Home Office at minimum weekly, or sooner if the balance nears $5,000.
- No Loans will be made from the ~~petty~~ cash held at schools~~funds~~.

Procedures for handling cash received by the Network:

| Step | Person Responsible | Task | Frequency |
|---|---|---|---|
| 1 | Principal | Store cash in a fireproof safe. Provide additional key or code only to the Finance Department. | At all times |
| 2 | Principal | Provide a completed and signed receipt from a triplicate copy receipt book. Original copy given to the party giving the cash~~e~~. 2nd copy given to the Finance Department (see #3 below). 3rd copy stays in the receipt book at the school site. Attach documentation of purchases.<br>Record all transactions on the receipt book as they occur. | At all times |

| | | | |
|---|---|---|---|
| 3 | Principal | Forward all documentation and receipts to the Finance Department for recording in the accounting software. | Weekly/As needed |
| 4 | Principal | Immediately report any irregularities in the cash receipts and reconciliation to the Finance Department and COO. | As needed |
| 5 | COO or Designee | Review the cash reconciliation and notify the CEO and Board immediately if any discrepancies are found. | Monthly |

## Credit Cards

**Credit Cards**
The COO may authorize individuals to carry and use an AMPS credit card to make purchases on behalf of the school or network, consistent with the Expenditure approval policies above. The cardholder must sign a cardholder agreement in order to receive a physical credit card.

Credit cards will be kept under supervision of the approved individual, and all related documentation of purchases will be turned in to the Finance Department monthly for reconciliation. If itemized receipts are not available or are missing, the individual making the charge will be held responsible for payment and credit card privileges may be revoked.

The COO or designee may issue one-time virtual cards to employees needing to make a single online purchase under $1,000, with approval of the employee's supervisor.

Credit card statements of employees shall be reviewed and approved monthly by employee's supervisor and the COO or designee.

## Account Reconciliations

This section covers the process for reconciling bank and credit card accounts.

| Step | Person Responsible | Task | Frequency |
|---|---|---|---|
| 1 | Finance Department/Back Office Provider | Record bank activity into bank ledger as it occurs. | As receipts / Expenditures occur |
| 2 | Finance Department/Back Office Provider | Download bank statements. | Monthly |
| 3 | Finance Department | Review check register/examine all posted checks.<br><br>Research any discrepancies or any checks over 90 days, and if applicable, adjust them in the accounting system.<br><br>Examine all ACH and online bill | Monthly |

| | | | |
|---|---|---|---|
| | | payments. Research any discrepancies and reconcile. | |
| 4 | Finance Department/ Back Office Provider | Prepare the bank reconciliation, verifying the bank statements and all outstanding transactions.<br><br>Compare the reconciled bank balance to the cash in the bank account and to the general ledger. Immediately report any discrepancies to the COO. | Monthly |
| 5 | Finance Department/ Back Office Provider | Prepare reconciliation of bank activity to be reviewed by the COO or designee. | Monthly |
| 6 | COO or designee | Review and approve the reconciliation. Notify the CEO immediately if any discrepancies are found. | Monthly |
| 7 | Finance Department | Save a signed copy of each bank reconciliation alongside the bank statement in AMPS' accounting files. | Monthly |

# PURCHASING PROCEDURES

## Establishing a New Vendor

AMPS is a non-profit organization and at times will be eligible for discounted products and services. When establishing new vendor accounts, inform vendors of the non-profit status and use the AMPS Internal Revenue Service Code Section 501(c)(3), number: 94-3185735. Please note: orders are not currently exempt from sales tax.

## Purchase Orders

AMPS requires the use of formal purchase orders for all Expenditures at or above $5,000. This section covers the process for purchase orders that are required by AMPS or vendors prior to ordering or delivering a product or service.

| Step | Person Responsible | Task |
|---|---|---|
| 1 | Staff Member | Complete a purchase requisition or obtain a quote. |
| 2 | Supervisor/Expense Approver | Approve the requisition or quote. |
| 3 | Finance Department | Create or confirm purchase order, confirm purchase order is logged. |
| 4 | Finance Department | Send the purchase order to the vendor. |

## Invoice Payments

Invoices should be reviewed and sent to the Finance Department immediately upon receipt. Invoices are paid on a weekly basis. This section covers the process for submitting an invoice for payment.

| Step | Person Responsible | Task |
|---|---|---|
| 1 | Staff Member | Forward to the Finance Department, confirming receipt of all items/satisfaction of work performed, along with any supporting documentation. |
| 2 | Finance Department | If invoice details are complete, add coding to invoice with budget line item(s), secure appropriate approval, and forward to the Back Office Provider. |
| 3 | Back Office Provider | Verify invoice coding and initiate payment either by check or ACH. |
| 4 | COO or designee | Review and approve check register prior to release of checks/ACH. |

## Payments Using an AMPS Credit Card

AMPS's preferred payment method is to receive an invoice from vendors and pay by check.

However, an AMPS credit card may be used when a vendor will not accept another form of payment. Credit Cards are to be used for business purposes only. Personal purchases of any type are not allowed. Each staff member who is authorized to use a credit card will be required to sign a credit card use certification statement acknowledging that the card shall only be used for legitimate charter school-related business purposes and that the cardholder agrees to take responsible precautions to protect the card from loss or theft.

Credit card purchases are subject to the same expenditure authorization limits and processes as all other purchases. Credit card purchases must be approved in advance by an AMPS employee with sufficient signing and budget approval authority for the planned expenditure.

If payment is made using an AMPS credit card account, follow the process below.

| Step | Person Responsible | Task | Deadline |
|---|---|---|---|
| 1 | Cardholder | Secure approval for the purchase by any required authorizers based on the amount of the expenditure and which budget it will be applied to. | Prior to purchase |
| 2 | Cardholder | Keep track of all itemized receipts (including refund receipts). | As purchased |
| 3 | Cardholder | Complete a monthly report that details the budget line items and description of each purchase. Attach all itemized receipts. | Monthly |
| 4 | Supervisor and Finance Department | Review reports submitted by staff members and confirm accuracy. | Within 5 business days |
| 5 | Finance Department | Confirm coding and submit to Back Office Provider/ import into general ledger and reconcile on a monthly basis. Complete reconciliation as noted above. | Within 5 business days |
| 6 | COO or designee | Review the reconciliation and notify the CEO immediately if any discrepancies are found. | Monthly |

## Independent Contractors (1099 Vendors)

This section refers to independent contractors, known as 1099 vendors. These are defined as outside individuals or companies who are contracted by AMPS to provide services and are not paid through AMPS' payroll processes for employees. Such individuals must meet all of the following criteria:

A. the individual must be free from the control and direction of the AMPS in connection with

the performance of the work, both under the contract for the performance of such work and in fact;

B. the individual must perform work that is outside the usual course of AMPS's business; and
C. the individual must be customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed for AMPS.

Such individuals are typically self-employed, have no set hours, and have the freedom to render services which are not controlled by AMPS. Independent contractors also typically work for a pre-determined period of time on a specifically defined project. Prior to hiring an independent contractor, consideration will be made of in-house capabilities to accomplish services.

| Step | Person Responsible | Task | Deadline |
|---|---|---|---|
| 1 | AMPS Staff Member that is requesting the Contractor | Identifies a need that cannot be met in-house, identifies an independent contractor who can provide the services, and makes a request to the Director or C-Suite supervisor to hire an independent contractor to provide the services | As needed |
| 2 | Director, CEO, COO, CS or CAO | Consults with the Finance Department as necessary in order to evaluate the criteria for independent contractor status. If valid, approves the request. | As needed |
| 3 | Contractor | Provides a contract outlining services to be completed.<br><br>Provides a completed W-9 to AMPS.<br><br>(At times, AMPS will use our own contract template rather than using the Contractor's template. In such cases, the COO or designee and the Finance Department will create the contract and provide it to the appropriate staff member.) | In advance of beginning work |
| 4 | Finance Department/COO or designee | Reviews W-9 and draft contract for compliance. If acceptable, forwards to appropriate signer within AMPS. | In advance of beginning work |
| 5 | CEO or Designee | Signs contract with independent contractor, after which work can begin | In advance of beginning work |
| 6 | Contractor | Completes work and submits invoice(s) to appropriate staff member/Finance Department.<br>Submits work product updates as needed. | Monthly or at completion of project |
| 7 | Staff Member | Follows guidelines for invoice payments, | As invoices are |

| | | | |
|---|---|---|---|
| | | ensuring appropriate approvals. | received |
| 8 | Finance Department/Back Office Provider | Provides 1099 to contractor and files 1099 forms with the IRS. | Annually as required by law |

# RECEIPTS / ACCOUNTS RECEIVABLE

Documentation will be maintained for all receipts of funds or accounts receivable and forwarded to the Finance Department. All receipts and accounts receivable will be recorded by the Finance Department/Back Office Provider in the general ledger and accounts receivable will be collected on a timely basis.

## Voluntary Donations / Contributions

Because charter schools are tuition-free public schools, neither parents nor students are required to donate their time or money as a condition of enrollment in any AMPS school. No student will be denied enrollment because a parent does not make a financial contribution to the charter school. While parent engagement and support of AMPS' schools is encouraged, any such activities are optional. In cases where a recommended donation or fee is stated for participation in an AMPS activity, provision will be made for the student to participate in the activity without making such donation or paying such fee. In cases where AMPS sells merchandise (e.g., food at fundraising events, etc.) student's participation in AMPS' educational programs will not be conditioned on purchasing such merchandise. AMPS will take no adverse actions against a student or parent that does not or cannot volunteer or contribute.

## Cash Receipts (Cash and Checks)

This section covers how to handle cash and checks received in the mail or at an event/activity where donations are received or items (i.e. prom tickets) are sold.

**Checks Received by Finance Department in Home Office**

| Step | Person Responsible | Task | Frequency |
|---|---|---|---|
| 1 | Office Staff | Open mail and provide any checks to the Finance Department. | Daily |
| 2 | Finance Department | • Immediately endorse all checks with the appropriate deposit stamp.<br>• Store checks in safe until deposited to financial institution.<br>• Record a deposit summary of all checks received, itemizing the amount, source, and purpose of each payment. | Daily |
| 3 | Finance Department | • Deposit checks in person or via remote deposit machine and software provided by the general operating bank.<br>• Save a scan of the deposit details in Drive. | Weekly |
| 4 | Finance Department/Back Office Provider | Code deposit summary with appropriate accounting dimensions and record deposit in accounting ledgers. | Monthly |

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|---|---|---|---|
| 5 | COO or designee | Review all deposit details as part of the monthly bank reconciliation process and notify the CEO immediately if any discrepancies are found. | Monthly |

**Cash & Checks Received by Schools**

| Step | Person Responsible | Task | Frequency |
|---|---|---|---|
| 1 | School Staff, as determined by Principal | • For cash or checks provided in person, issue a cash receipt from a triplicate copy receipt book. Original copy given to payee, 2nd copy submitted to Finance Department (see below). 3rd copy stays in the receipt book at the school site.<br>• Immediately place cash and checks in the safe. | As received |
| 2 | School Staff, as determined by Principal | • Immediately endorse all checks with the appropriate deposit stamp.<br>• Utilize dual cash counts for all cash when received, and every time cash changes possession. Use a numbered tamper-proof bag as provided by the Finance Department<br>• Create a summary of all cash and checks received, itemizing the amount, source, and purpose of each payment. Sign and date the summary.<br>• Secure in the school safe | Daily |
| 3 | School Staff, as determined by Principal | Give the cash, checks, and deposit summary to the Finance Department. | Weekly |

**Cash & Checks Received at Events**

| Step | Person Responsible | Task | Timing |
|---|---|---|---|
| 1 | Principal | Designate a staff member as the Cashier responsible for collecting and holding all cash and checks for the purpose of an individual activity or for sales made at the school. | In advance of event. |
| 2 | Cashier/staff member | Record each transaction in a triplicate copy receipt book at the time the transaction is made. Provide an original receipt to the donor/customer. 2nd copy submitted to Finance Department (see above). 3rd copy | At transaction |

| | | | |
|---|---|---|---|
| | | stays in the receipt book at the school site. | |
| 3 | Cashier + One Additional Staff Member | ● Create a summary of all cash and checks received. Both employees sign and date the summary.<br>● Use a numbered tamper-proof bag to secure all cash and checks<br>● Give the cash, checks, receipt book, and deposit summary to the Principal to secure in the safe.<br>*Additional staff member can be the Principal | End of Event |
| 4 | Principal + One Additional Staff Member | Re-count the funds and verify amount matches original count.<br><br>Sign and date the summary, and provide budget codes for the deposits. Place all cash, checks, receipts, and signed summary in a numbered tamper-proof bag.<br><br>Record the daily amount received and the tamper-proof bag number in a daily receipts log kept separate from the receipts book and cash/checks. | End of Day |
| 5 | Principal | Secure numbered tamper-proof bag in school safe. | End of Day |

**Returned Check Policy**

A returned-check processing fee may be charged for checks returned as non-sufficient funds (NSF). Unless otherwise pre-approved by the COO, payment of the NSF check and processing fee must be made by cash, money order or certified check.

In the event that a second NSF check is received for any individual, in addition to any processing fee, the individual will lose check-writing privileges. Payment of the NSF check, the processing fee and any subsequent payment(s) by that individual must be made by cash, money order or certified check.

~~In the case of NSF checks written by parents of students, failure to pay may result in the withholding of report cards/transcripts at the end of the semester and/or school year until payment is received, unless other mutually agreeable arrangements are approved by the COO, CEO, and/or Governing Board.¶~~

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If unsuccessful in collecting funds owed, AMPS may initiate appropriate collection and/or legal action at the discretion of the COO, CEO and/or Governing Board.

# POSITION CONTROL & PAYROLL

**Personnel Budget Approvals**
AMPS's Board approves each school's annual budget and revisions to that budget on a periodic basis. Each budget will include the portion of each school's approved expenditures that are related to employee compensation and benefits. The Board delegates individual personnel decisions (e.g., hiring, firing, compensation) to AMPS staff (subject to adherence with the Board approved budget and any relevant AMPS policies) as follows:

**School Positions:**
- Recommendations regarding creating or filling all School positions will be made by the Principal(s) of the School.
- The AMPS human resources team will determine the appropriate compensation for any position based on AMPS's compensation philosophy, salary bands, and other reasonable factors.
- The COO will review all School positions.
- The COO will review the budgetary impact of all School positions.
- The CEO will give final approval on all positions and compensation.¶
- ~~Employment Agreements with a salary over $100,000 require board approval.~~¶

**Home Office Positions:**
- Recommendations regarding creating or filling all Home Office positions will be made by the relevant Home Office department head.
- The AMPS human resources team will determine the appropriate compensation for any position based on AMPS's compensation philosophy, salary bands, and other reasonable factors.
  - The COO will review all Home Office positions.
  - The COO will review the budgetary impact of all Home Office positions.
  - The CEO will give final approval on all positions and compensation.¶
  - ~~Employment Agreements with a salary over $100,000 require board approval.~~

As with any other Expenditures, the appropriate approver must:
- confirm that the proposed position falls within the currently approved budget;
- confirm that the position is allowable under the appropriate revenue source; and
- confirm that the position is appropriate and consistent with the vision, approved charter, school and network policies and procedures, and any laws or applicable regulations.

Retention and/or Recruitment Bonuses
- The CEO shall have the ability to offer signing/recruitment bonuses or retention bonuses up to $5,000 per employee annually, for positions that are deemed "difficult to staff". A "difficult to staff" position is considered a role that faces challenges in attracting qualified candidates due to factors like specialized skills, demanding work conditions, geographic location, or limited applicant pool. No bonuses may be awarded if total compensation for the position would be excessive under IRS standards for non-profit employees. The CEO will consider past, present, and future compensation trends in deciding whether payment of a bonus could be considered "excessive" or "inequitable" and therefore should be avoided.

**Position Control**
Position control refers to a system of tracking personnel budgets based on positions that are approved and expressed as full-time equivalents (FTE), rather than based on specific employees. It is used to budget and forecast expenses and to ensure that only authorized positions are filled and only appropriate personnel receive a payroll check. AMPS's Human Resources and Finance Departments will maintain a position control system to track which positions are approved per the approval policies above. It will also track which specific employee is in each role and what their compensation is for that position.

Information from the position control system will be incorporated into budget monitoring and reporting processes. It will also be integrated into AMPS's payroll and HR systems to ensure personnel costs are accurately recorded on a monthly basis and to identify and correct any material differences that arise from time to time.

**Employee Qualifications**
All AMPS staff on payroll must comply with state law requirements before being hired or assigned to AMPS's payroll system. Principals are responsible for working with Human Resources to manage the formal hiring process at their schools. Please refer to the AMPS Employee Handbook for information on employee requirements, and managing vacation and sick leave.

**Payroll Submission Procedure**
AMPS uses Paylocity for payroll and submits payroll online. Payroll is processed in-house by the Payroll and Benefits Manager, and is approved by the COO or designee.

**Payroll Distribution**
It is the preferred method of AMPS to disburse payroll via direct deposit. Direct deposit statements and W-2 forms are available to all staff online through Paylocity. Should an employee request paper paychecks, they will be delivered to the Home Office.

**Payroll Taxes and Filings**
Paylocity and the Back Office Provider (if applicable) will prepare payroll check summaries, tax and withholding summaries, and other payroll tracking summaries, and will file all state and federal quarterly and annual payroll tax forms and W-2 forms on a timely and accurate basis. The COO or designee will review the forms before the vendor submits them to the respective employees or agencies.

**Record Keeping**
All payroll records will be maintained by AMPS or the payroll vendor for seven years or longer if otherwise required by law.

# EXPENSE REIMBURSEMENTS

**Employee Business and Travel Reimbursements**

At times, AMPS staff are asked to travel or have to purchase work related items using their own cash or credit cards. Business and travel expenses will be reimbursed for pre-approved expenses consulted and approved by the supervisor in accordance with their budget authorization and signing authority.

Expense reports will be processed on a weekly basis. For travel reimbursements policies and limits, refer to the travel reimbursement policy in the appendix.

This section covers the process for submitting an expense or travel reimbursement

| Step | Person Responsible | Task | Timing |
|---|---|---|---|
| 1 | Staff Member | Keep track of all itemized receipts (including refund receipts). Non-itemized receipts or expenses without receipts may not be reimbursed. | As purchased |
| 2 | Staff Member | Complete expense reimbursement form ~~through~~ and attach itemized receipts for all charges. | Not less than m~~M~~onthly, as necessary |
| 3 | Supervisor/ Approver | Review reimbursement form and approve it. | Within 3 business days |
| 4 | Finance Department | Review reimbursement requests and prepare a summary for payment by Back Office Provider, or review expense in expense management system. | Weekly |
| 5 | Finance Department/Back Office Provider | Enter into accounting software and reconcile monthly as per above | Monthly |
| 6 | COO or designee | Review the reconciliation and notify the CEO immediately if any discrepancies are found. | Monthly |

**Volunteer Expenses**

All volunteers will submit a purchase request to the Principal, Home Office Director, or C-Suite member for all potential expenses. Only items with prior authorization from such authorizer will be paid/reimbursed. Itemized receipts must be included to be eligible for reimbursement. Reimbursements for volunteers will be processed by the Finance Department.

**Governing Board Expenses**

The individual incurring authorized expenses while carrying out the duties of AMPS will complete

and sign an expense reimbursement form~~report~~, and include all itemized receipts. The COO or designee will approve and sign the reimbursement form~~expense report~~, and submit it to the Finance Department for payment.

**All Expenses**
All expenses submitted for reimbursement must have an itemized receipt. The receipt should not contain personal items on it, and under no circumstances may the receipt contain alcohol or any other expense that violates AMPS's expense rules.

Requests for mileage reimbursement must include Google Maps printout, or similar, with the mileage requested being the lesser of the travel from home or school site to the destination. Mileage will be reimbursed at the IRS Standard Mileage Rate in place at the time of travel.

Requests for reimbursement must be made within 30 days of incurring the expense.

Credit card users shall use the same guidance in the Travel Reimbursement Policy when making purchases and Expenditures during business travel for AMPS.

## FINANCIAL REPORTING BUDGETING & RECORDS RETENTION

**Financial Budgeting**

The Back Office Provider, in consultation with the COO or designee, will prepare an annual financial budget for each school. The budget will include input from Principals, Home Office Directors, and members of the C-Suite. The annual budget will be submitted to the Board of Directors for approval prior to the July 1 start of each fiscal year. It will be accompanied by a description of the assumptions that guided the creation of the budget. The approved budget for each School will be incorporated in the Local Control and Accountability Plan (LCAP) for that School, which will be prepared, reviewed, and adopted in accordance with California law. The LCAP and Budget for each School will be submitted to such School's authorizer on a timeline and in such format as is required by law.

The Back Office Provider will prepare budget revisions on an as-needed basis throughout the year, ~~which revisions are~~ subject to Board approval. At a minimum, such revisions will include a First Interim and Second Interim budget revision for each School that will be prepared, approved, and submitted to such School's authorizer on a timeline and in such format ~~and timeline~~ as is required by law.

Budgets will be developed using reasonable and timely assumptions regarding all areas of the network's operations, including, but not limited to enrollment and attendance projections, student demographics that impact funding, public funding rates, non-public revenue sources, position control and staffing levels, employee benefit costs, and other cost projections. They will factor in reasonable and timely assumptions related to COLAs and inflation expectations. Budgets will include a multi-year financial projection that (at a minimum) includes the current year plus two following years.
¶

**Financial Monitoring and Reporting**

The Back Office Provider and COO and/or designee will periodically monitor adherence to the then-current budget and share a financial update and reports with the Board of Directors at each meeting of the Board. Such monitoring, updates and reports will include a budget-to-actual variance analysis for each major category of the then-current budget for each school, and a narrative description of noteworthy variances. If necessary, action will be taken to adjust the budget based on these reports.

The Finance Department, Back Office Provider, and COO will provide the CEO and/or Board of Directors with additional financial reports, as needed.

AMPS will provide financial reports (e.g., Unaudited Actuals) for each School to such School's authorizer on a timeline and in such format as is required by law. AMPS will work with its auditor to file all information and tax returns required by the Internal Revenue Service (IRS) and California's Franchise Tax Board (FTB) on a timely and accurate basis.

AMPS' Finance Department and/or Back Office Provider will maintain a financial reporting calendar of relevant financial reporting deadlines to ensure that required reporting deadlines are met on a timely basis.

**Accounting Dimensions**

AMPS will adhere to all elements of California's Standardized Account Code Structure (SACS) that are required to meet the needs of State financial reporting requirements. This currently includes tracking all revenues and expenditures by "object" and "resource" as those terms are defined in the California School Accounting Manual (CSAM). AMPS may implement additional accounting dimensions as needed for its own internal reporting or to provide improved visibility into program operations and efficiency.

**Restricted Fund Accounting and Reporting**

AMPS and the Back Office Provider will maintain sufficiently detailed fund accounting procedures and records to identify the sources and uses of all restricted funding sources at each school so as to be able to separately identify the revenues, expenses, receivables, payables and cash and fund balance for that funding source at that school. Over time, the expectation is that all restricted funding sources will eventually reach a $0 fund balance as expenditures match the revenues received. Accurate and timely reports will be filed for each such funding source and school as required by that funding source.

**Retention of Records**

Financial records, such as transaction ledgers, canceled/duplicate checks, attendance and entitlement records, payroll records, and any other necessary fiscal documentation will be retained for a minimum of seven (7) years. At the discretion of the COO, certain documentation may be maintained for a longer period of time.

# FINANCIAL RESERVES, LIQUIDITY, AND INVESTMENTS

## Funds Balances / Reserves

AMPS recognizes the need to maintain an adequate fund balance that will ensure the financial viability of our network and each school. The following policies related to the maintenance of adequate fund balances, reserves, and cash liquidity reflect recommendations made by the California Department of Education, our County Offices of Education and authorizers, our financial auditor, and researched best practices among California CMO peers and non-profits more broadly.

AMPS will maintain a positive fund balance each year on a consolidated basis, and at each school. The fund balance will be measured annually as the sum of the network's or the school's assets, minus its liabilities, in both cases as recorded in AMPS' or the Back Office Provider's accounting system.

**Building / maintaining reserves under normal circumstances:** Each AMPS school, and the AMPS Home Office is expected to develop an annual budget that has a neutral or positive impact on its fund balance (i.e., with revenues equaling or exceeding expenses) and with a concrete multi-year plan to ensure at minimum breakeven operations for a 3-year rolling period, and a minimum 5% reserve for economic uncertainty. The COO or designee will work with each school to develop an individualized plan to reach each school's goals. An annual contribution to the school's reserve will be built into each school budget as needed.

## Financial Assets/Cash Management Strategy

This policy regarding the cash management strategy and savings instruments of AMPS' financial assets is set forth to:

- define and assign the responsibilities of all parties involved in managing AMPS' cash,
- establish a clear understanding of the savings policy and objectives, and
- provide guidance and limitations to any internal or outside portfolio manager regarding the investment of AMPS assets.

**Savings Objectives**

The objective of AMPS' cash management strategy is (a) to preserve capital required for day-to-day operations of our schools and (b) to maximize funds held in interest-bearing accounts.

The investment horizon of the funds should endeavor to match the duration of the associated funding needs. Funds required for day-to-day operations will be maintained in a standard checking account. Funds for savings will be maintained by direction of the COO in Certificates of Deposit, High-yield savings, or other investments that are not subject to market fluctuations.

**Delegation of Authority**

The Board of Directors is responsible for approving the savings policy and has authorized the CEO and COO to oversee the placement of assets on an ongoing basis. The CEO and COO are authorized

to delegate certain responsibilities to professional agents such as portfolio managers, custodians, attorneys, auditors, consultants and other specialists who are experts in their field, as needed.

**General Cash Management Principles**

- Investments shall be made solely in the interest of AMPS Public Schools.
- Assets shall be invested with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the investment of a fund of like character and with like aims.
- Savings shall be reasonably diversified in multiple banks and/or credit unions.
- Cash is to be employed productively to provide safety, liquidity, and return.

**Allowable Assets**

Cash Equivalents

- Checking Accounts
- Savings Accounts
- Treasury Bills
- Time Deposits, including Certificates of Deposit

# FIXED ASSETS / DEPRECIATION / LEASES / INSURANCE

## Asset Inventory

A depreciable asset is defined as all items, purchased or donated, with a value of $5,000 or more and with a useful life of more than one year.

The Finance Department will maintain records of all receipts for purchased assets, including depreciable assets, as well as non-capitalized assets.

The Finance Department, in consultation with the Technology and Facilities Departments, will also maintain an inventory or log of all depreciable assets. The log will include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting assets. The log will also include the useful life of any depreciable assets in order to facilitate depreciation accounting noted below. The COO will immediately be notified of all cases of theft, loss, damage or destruction of assets.

## Asset Sales and Disposal

The COO or designee will approve any plans for disposing of any fixed assets with a clear and complete description of the asset and the date of disposal. Any asset disposal will be managed in a manner that ensures that AMPS receives a fair market value for such asset, and that avoids any conflicts of interest.

Capital assets may be sold or traded for new equipment; when this occurs, an asset sale and disposition form should be completed. Upon approval, the school may advertise the property for sale or submit a list to the Facilities Department for sale and disposition. After completion of the sale, a completed original bill of sale form with authorized signatures should be submitted to the Finance Department. The Finance Department and Back Office Provider should delete the item from the asset records and record any gain or loss on the disposition.

**Worn Out or Obsolete Assets**
Worn out or obsolete assets with no cash value should be reported to the Finance and Facilities Departments on the asset disposition form, which includes a description, serial number and condition of the asset. The Facilities Department should inspect all worn out or obsolete property before it is discarded. The asset can then be removed from the asset records.

**Missing or Stolen Assets**
Any missing or stolen asset should be reported in writing to the Principal and Facilities and Finance Departments as soon as its absence is discovered . The report should include the description, serial number, and other information about the lost item. The Finance Department should determine the proper course of action and should notify the COO or CS, as the charter school's insurance carrier and any outside authorities may need to be notified . If the asset is not recovered, it can be removed from the asset records.

The Finance Department and Back Office Provider will record any such disposal in AMPS' accounting software on a timely and accurate basis.

## Capitalization and Depreciation

AMPS has determined a capitalization threshold of $5,000 as appropriate. AMPS' Finance Department and/or Back Office Provider will record depreciation expense with all capitalized assets in order to track those assets' decline in value because of wear and tear, age, deterioration, or obsolescence.  AMPS uses the straight-line depreciation method that reports the same amount of decline in value each year.

## Insurance

The CS and/or COO will ensure that appropriate insurance is maintained at all times with a high-quality insurance agency.

The CS and/or COO will maintain the files of insurance policies, including an up-to-date copy of all, insurance policies, certificates of insurance (including the designation of required additional insured as required under AMPS's charters, MOUs, lending agreements, and other contracts as appropriate), and related claim forms.

The CS and COO will carefully review insurance policies on an annual basis, prior to renewal.

Insurance will include at minimum, property, general liability, worker's compensation, student accident, professional liability, and directors' and officers' coverage.

# LOANS AND BORROWING

## Loans

The Board will approve all loans made or taken out by AMPS. In the case of a long-term loan, approval may also be required from the chartering authority (in accordance with the terms of the charter petition or an MOU with such authority) and/or other lenders (in accordance with the loan documents). Once the loan is approved by the Board, a promissory note will be prepared and signed by the Board Chair or CEO before funds are borrowed.

## Loans to/from Employees

Loans to or from employees are not permitted.

## Lines of Credit/Credit Card Account

AMPS will endeavor to maintain a line of credit to provide short-term cash liquidity as needed pursuant to the policies above. The CEO and COO have been authorized by the Board of Directors to borrow funds against the line of credit or to establish Network credit card accounts on behalf of AMPS, as needed to ensure that the network meets its financial obligations.

# ANNUAL FINANCIAL AUDIT

The Board will annually select an auditor by April 1 prior to the fiscal year-end (June 30th).

The Board will annually contract for the services of an independent certified public accountant on the State of California's approved list to perform an annual fiscal audit. The audit shall include, but not be limited to:

- An audit of the accuracy of the financial statements;
- An audit of the attendance accounting and revenue accuracy practices;
- An audit of the internal control practices;
- Because AMPS's schools are considered local government entities the independent audit will be conducted based on governmental auditing standards and the provisions listed in the Guide for Annual Audits of TK-12 Local Educational Agencies and State Compliance Reporting, published by the Education Audit Appeals Panel (EAAP) and available at www.eaap.ca.gov.

The annual audit will be presented to the AMPS Board for review and approval each year and will be filed with the CDE and State Controller's Office (SCO) on a timely basis each year. Any audit exceptions and/or deficiencies will be resolved to the satisfaction of the AMPS Board and the Board of Directors of~~and~~ the charter-granting agency.

# APPENDIX A – TRAVEL AND REIMBURSEMENT POLICY

Employees who travel on behalf of AMPS in order to fulfill their work duties or to attend workshops, conferences, or other employment-related activities, or who purchase work-related items with personal funds, will be reimbursed for qualified expenses incurred.

The following policy is intended to address the vast majority of expenses incurred by AMPS staff. In the event that exceptions are required due to the unique nature of the work-related purpose of the trip or the specific location to which the staff member is traveling, the staff member must get prior approval from their supervisor prior to incurring expenses outside this policy. Supervisors are responsible for exercising prudent judgment in evaluating such requests and encouraged to discuss them with the COO if they have any doubt about the appropriateness of the request.

All reimbursement claims must be pre-approved by the employee's supervisor, and must be supported by the original, itemized receipts, or in the case of mileage, tolls, and public transportation, by print outs of maps and fare schedules. If for some reason, obtaining a receipt is not possible, contact the COO for guidance on how to proceed.

**General Travel Requirements**
The employee requesting to travel on behalf of AMPS must work with his/her supervisor to determine whether the benefit from the travel to both the employee and to AMPS will outweigh anticipated costs of the travel, including how the employee's absence will affect teammates, students and upcoming deadlines. All efforts should be made to explore alternatives such as participation by phone or videoconference, and availability of local programs or training opportunities.

Employees with job duties that require regular travel between school sites are not required to request approval in advance of travel. Again, efforts should be made to explore alternative participation methods as often as possible to minimize expense to AMPS.

**Long-Distance or Multi-Day Travel:** When an employee travels for professional development opportunities, conferences or workshops that will require an absence from his/her worksite for more than one day, the following expenses may be eligible for reimbursement:

- meals and non-alcoholic drinks;
- transportation to and from the airport and/or hotel or other business-related locations;
- overnight hotel fees and taxes;
- mileage to and from the airport or hotel, if driving yourself;
- parking; and
- internet access if needed for business purposes.

**Non-reimbursable expenses:** The following expenses are not eligible for reimbursement:

- alcoholic beverages;
- entertainment (movie, purchases/rental, plays, concerts, etc.);
- additional expenses incurred in the accommodation of an employee's non-AMPS related travel plans (e.g. extra hotel nights, additional stopovers, meals, increased fares to accommodate a different flight schedule, etc.);

- expenses associated with travel of an individual's spouse, family or friends;
- reimbursements for gifts of any kind; and
- expenses lacking receipts or sufficient supporting evidence to justify the expense.

**Air Travel Reimbursement**
Air travel reservations should be made as far in advance as possible in order to take advantage of reduced fares. Flights must be reviewed by the employee's supervisor or the Finance Department before booking to ensure costs are reasonable, appropriate, and within budget. Employees should use price comparison sites to find the best/reasonable rate and should book travel in coach/economy class instead of business/first class.

**Lodging Reimbursement:**
Employees are not required to share a room while traveling for AMPS business. Employees should use price comparison sites to find the best/reasonable rate. Maximum allocation for lodging is $250.00 per night unless using a conference rate, or otherwise approved by a C-Suite member. When requesting rates at hotels, always ask for discounts and rates available for public school employees.

**Parking Reimbursement**
In cases where an employee is required to drive, parking will be reimbursed at a reasonable rate based on the location to which the employee is traveling. Employees should use the airport parking in the appropriate lot based on the length of your trip (e.g., long-term vs daily) and utilize economy lots where available to save money.

**Car Rentals Reimbursement**
Should an employee's travel require a car rental and refueling cost, the employee must receive prior approval from a member of the C-Suite. AMPS will not reimburse employees for rental car insurance fees, upgrades, and/or navigation features, and employees are expected to carry their own insurance. Reimbursement for gas is allowable on car rentals only, with the proper receipts. Employees should book compact or standard-size cars unless there's a reason for a different vehicle or free upgrade and should use price comparison sites to find the best or most reasonable rate.

**Mileage Reimbursement**
Reimbursement for work-related travel using an employee's personal automobile will be made according to the IRS-published mileage reimbursement rate in effect at the time of travel. In calculating mileage, employees should use the lesser of the distance from their home or their work site to the destination.

**Meals Reimbursement**
When an employee is required to travel for more than one day (i.e., overnight travel), meals will be reimbursed up to $100 per person per day unless otherwise approved by a member of the C-Suite. To qualify for meal costs, the following leave and return time limits apply:

- Breakfast: Must leave before 6:30am and/or return after 9:00am
- Lunch: Must leave before 11:00am and/or return after 1:30pm
- Dinner: Must leave before 4:00pm and/or return after 6:30pm

Itemized receipts are required for all meals. AMPS employees are permitted to pay for meals for reasonable business associates (e.g., other AMPS staff, potential donors, etc.), but meals for personal companions will not be reimbursed. Alcoholic beverages will not be reimbursed.

**Travel Expense Report**

All reimbursement forms and receipts should be submitted as soon as possible after travel. All forms must be received within 30 days of the event or travel and no later than July 15th of the following fiscal year. Please contact the Finance Department for instructions on how to complete the necessary forms.

# Coversheet

## Student Enrollment/Recruitment Update & ADA Reflection

| | |
|---|---|
| **Section:** | V. Business ll |
| **Item:** | BA. Student Enrollment/Recruitment Update & ADA Reflection |
| **Purpose:** | FYI |
| **Submitted by:** | |
| **Related Material:** | AMPS Enrollment Update - June (2).pdf |

AMPS

HONOR HARD WORK

# 2026-2027 Enrollment, Recruitment, and ADA Update

AMETHOD PUBLIC SCHOOLS • JUNE 2026

Honor Hard Work

# Network Performance 2026-2027 Projected Enrollment

AMPS
HONOR HARD WORK

Current status as of June 4, 2026.

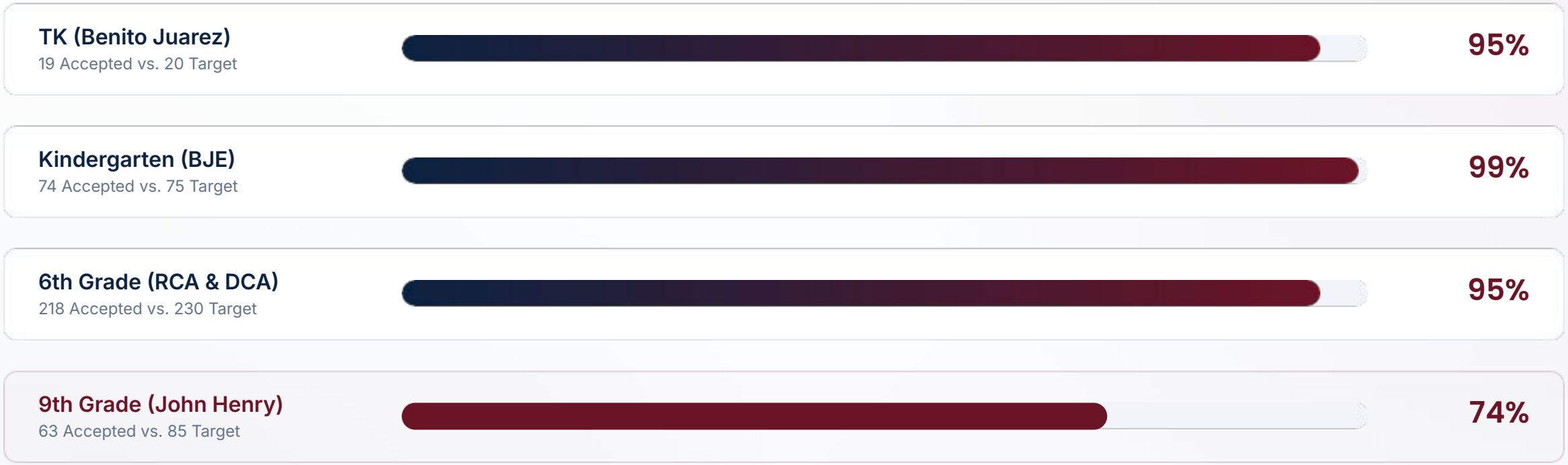
| TARGET THRESHOLD | ACCEPTED PIPELINE | CURRENT WAITLIST | TOTAL ACTIVE PIPELINE |
|---|---|---|---|
| 1,480 - 1,520 | 494 Offers | 320 Applicants | 1,507 Possible |

| Campus | Offers Accepted | Offers Pending | Waitlisted | Intent To Return (ITR) | Possible Yield |
|---|---|---|---|---|---|
| **BJE** (Benito Juarez Elementary) | 111 | 1 | 238 | 376 | 487 |
| **RCA** (Richmond Charter Academy) | 133 | 0 | 67 | 193 | 326 |
| **JHHS** (John Henry High School) | 77 | 32 | 0 | 232 | 309 |
| **DCA** (Downtown Charter Academy) | 173 | 0 | 15 | 212 | 385 |
| **Total AMPS Network** | **494** | **33** | **320** | **1,013** | **1,507 Possible** |

# Strategic Targets Enrollment by Key Entry Grades

Performance breakdown toward capacity benchmarks for the upcoming school year.

AMPS
HONOR HARD WORK



# Deep Dive Analysis JHHS Outreach Campaign Insights

Diagnosing conversions & barriers from direct phone and digital campaign outreach.

AMPS
HONOR HARD WORK

### Geographic & Transportation Barriers

The leading hurdle. Families consistently prioritize school proximity to limit commute stress and transit logistics, particularly notable around the Hilltop community.

### Backup Status Choice

JHHS frequently acts as a secondary choice during waitlist periods. Many prospects choose competitors when offers come through.

### Specialized Support & Identity Safety

Decisions are increasingly student-driven or centered around specialized support systems. Families with neurodivergent or non-binary students actively seek customized environments.

### Outreach Funnel

| | |
|---|---|
| Total Contacted | 96 |
| Responses Received | 14 |
| Response Rate | 14.6% |

While response rates remain typical, the structural qualitative insights provide critical directives for recruitment optimization.

# Strategic Roadmap Interventions & Partnership

Applying TrustEd feedback to optimize ad campaign metrics and resolve outreach barriers.

AMPS
HONOR HARD WORK

## Strategic Directions

1. **Resolve Accessibility Issues**
   Address proximity hurdles directly by mapping public transit options, matching parent carpool pools, or studying shuttle feasibility for neighborhoods like Hilltop.
2. **Showcase Inclusion & Support**
   Feature neurodivergent accommodations, safety protocols, and counselor access prominently in student-facing onboarding packets.
3. **Elevate Unique Value & Identity**
   Highlight specialised academy pathways, student safety, and concrete college outcomes to capture students driving high school selection.

## TrustEd Operational Alignment

**Coordinated Multi-Channel Campaign**
TrustEd assisted with reaching declined offer families via coordinated, personalized **SMS, email, and phone call outreach** to capture accurate sentiments.

**Weekly Syncs & Strategy Sprints**
AMPS team meets with TrustEd on a **weekly basis** to analyze real-time enrollment data, map ad campaign targets, and collaborate on ad designs.

**Responsive Ad Copy Modifications**
Direct family feedback is integrated into live campaigns. We are **actively updating future ads** to explicitly feature inclusion programs and specific accommodations parents falsely assumed are not offered.

# Average Daily Attendance

AMPS
HONOR HARD WORK

## Average Daily Attendance as of P-2

| School | ADA | ADA% |
|---|---|---|
| BJE | 428.70 | 92.53% |
| DCA | 308.85 | 97.56% |
| JHHS | 302.55 | 93.02% |
| OCA | 175.66 | 89.90% |
| RCA | 273.19 | 94.02% |

**Average Daily Attendance (ADA):** ADA quantifies the average number of students physically present in their classrooms each instructional day. Crucially, ADA is distinct from raw enrollments.

**P-2 Reporting Benchmark:** The performance metrics provided represent our official P-2 snapshot, capturing cumulative attendance data from the beginning of the school year on August 12, 2025, through April 3, 2026.

# Coversheet

## Staffing/Talent Acquisition and Credentialing Report

**Section:** V. Business ll
**Item:** BB. Staffing/Talent Acquisition and Credentialing Report
**Purpose:** FYI
**Submitted by:**
**Related Material:** AMPS_Board Deck 6.11.2026.pptx (1).pdf

AMPS
AMETHOD PUBLIC SCHOOLS

# Board Update: Talent Acquisition

Amethod Public Schools | June 11, 2026

PREPARED BY:
HEATHER EYERMAN, DIRECTOR OF HR, VERTEX EDUCATION
SALLY LI, HR Coordinator, AMETHOD PUBLIC SCHOOLS

# Key Metrics at a Glance

**27**

**Open Roles**

All AMPS sites

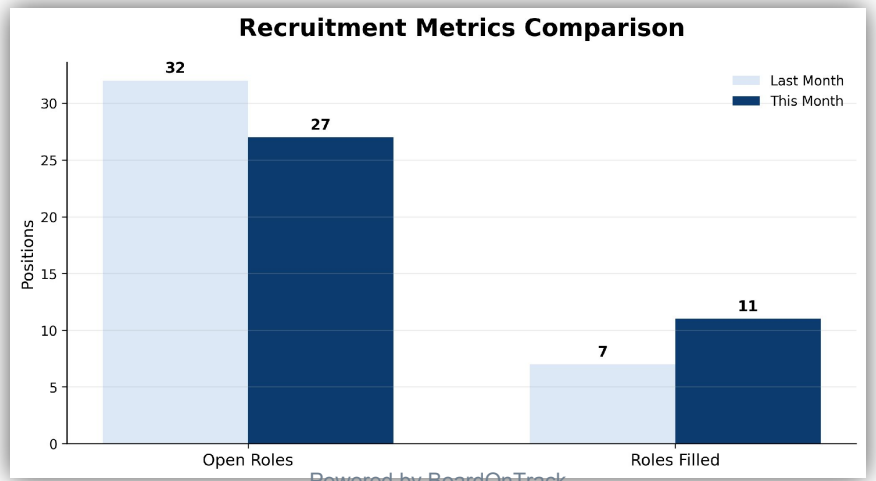
**6**

**New Jobs Posted Since 5/12**

**11**

**Roles Filled**

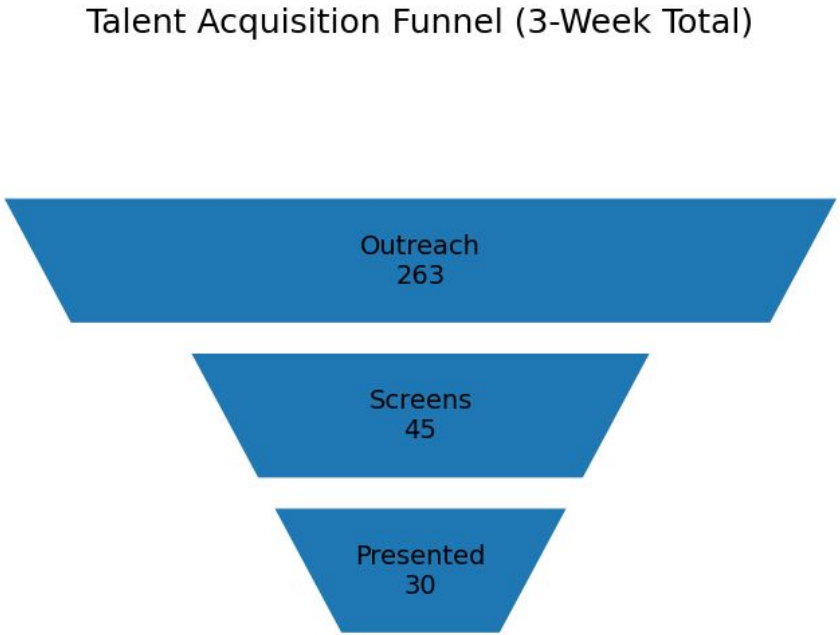
5/12 – 6/4



# Hiring Progress & Strategic Actions

Key highlights:

- Outreach activity remained strong, averaging **88 outreach** efforts per week.
- Candidate screening volume was consistent, averaging **15 screens** per week.
- The team presented **10 qualified** candidates per week to school leaders for consideration.
- Despite fluctuations in outreach volume week-to-week, candidate presentation volume remained steady, indicating consistent sourcing and screening effectiveness.

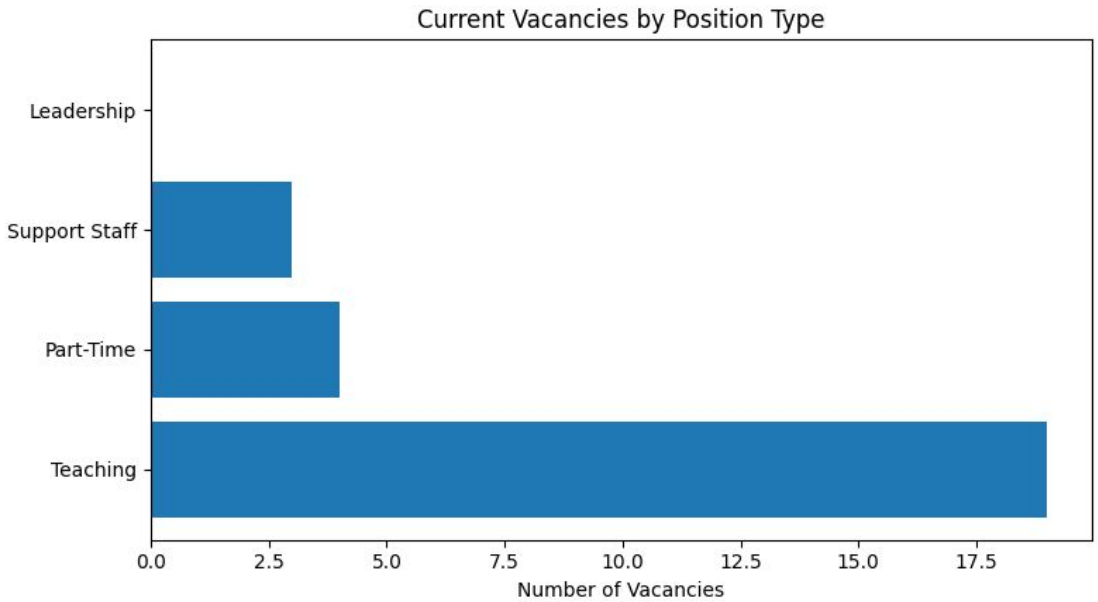


# Vacancy Snapshot

Talent Acquisition remains focused on addressing instructional staffing needs, which currently represent 73% of all organizational vacancies.

During the reporting period, the team completed 263 outreach efforts, screened 45 candidates, and presented 30 qualified candidates to school leaders.

Leadership positions remain fully staffed, allowing recruiting resources to remain concentrated on teacher hiring and classroom support needs.



# Credentials

| School | Clear | Preliminary | Intern | Emergency Permit | Total |
|---|---|---|---|---|---|
| BJE | 2 | 3 | 5 | — | 10 |
| RCA | 2 | 2 | 5 | 1 | 10 |
| JHHS | 6 | 4 | 5 | — | 15 |
| DCA | 5 | 4 | 7 | — | 16 |

# Coversheet

## Review and Consideration of Approval of Declaration of Need for Fully Qualified Educators (CL-500)- Downtown Charter Academy

**Section:** V. Business II
**Item:** BC. Review and Consideration of Approval of Declaration of Need for Fully Qualified Educators (CL-500)- Downtown Charter Academy
**Purpose:** Vote
**Submitted by:** Sally Li
**Related Material:** Declaration of Need 26-27 DCA.pdf

BACKGROUND:

The Declaration of Need is a certification to the California Commission on Teacher Credentialing that a diligent search was conducted for fully qualified educators. The DON is requesting for limited-assignment permits and CLAD/English Learner Authorization for Downtown Charter Academy for the 2026-2027 school year.

RECOMMENDATION:

Staff recommends approval.

State of California
Commission on Teacher Credentialing
Certification Division
651 Bannon Street, Suite 601
Sacramento, CA 95811

*Email:* DON@ctc.ca.gov
*Website:* www.ctc.ca.gov

# DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2026-2027

Revised Declaration of Need for year: _____

**FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL**

Name of District or Charter: Downtown Charter Academy  District CDS Code: 61259

Name of County: Alameda County  County CDS Code: 01

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 6/11/2026 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

▶ ***Enclose a copy of the board agenda item***

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2027.

Submitted by (Superintendent, Board Secretary, or Designee):

| Adrienne Barnes | | CEO |
|---|---|---|
| *Name* | *Signature* | *Title* |
| 510-436-0173 | 510-436-0172 | |
| *Fax Number* | *Telephone Number* | *Date* |

1450 Marina Way South, Richmond, CA 94804
*Mailing Address*

abarnes@amethodschools.org
*EMail Address*

**FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL AGENCY**

Name of County _____  County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____  County of Location _____



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The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

▶ ***Enclose a copy of the public announcement***

Submitted by Superintendent, Director, or Designee:

| _____ | _____ | _____ |
|---|---|---|
| *Name* | *Signature* | *Title* |
| _____ | _____ | _____ |
| *Fax Number* | *Telephone Number* | *Date* |

_____

*Mailing Address*

_____

*EMail Address*

▶ *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

| **Type of Emergency Permit** | **Estimated Number Needed** |
|---|---|
| CLAD/English Learner Authorization (applicant already holds teaching credential) | 2 |
| Bilingual Authorization (applicant already holds teaching credential) | _____ |
| List target language(s) for bilingual authorization: _____ | |
| Resource Specialist | _____ |
| Teacher Librarian Services | _____ |
| Emergency Transitional Kindergarten (ETK) | _____ |

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

| TYPE OF LIMITED ASSIGNMENT PERMIT | ESTIMATED NUMBER NEEDED |
|---|---|
| Multiple Subject | |
| Single Subject | 1 |
| Special Education | |
| TOTAL | 1 |

**Authorizations for Single Subject Limited Assignment Permits**

| SUBJECT | ESTIMATED NUMBER NEEDED | SUBJECT | ESTIMATED NUMBER NEEDED |
|---|---|---|---|
| Agriculture | | Mathematics | |
| Art | | Music | |
| Business | | Physical Education | |
| Dance | | Science: Biological Sciences | |
| English | | Science: Chemistry | |
| Foundational-Level Math | | Science: Geoscience | |
| Foundational-Level Science | | Science: Physics | |
| Health | | Social Science | |
| Home Economics | | Theater | |
| Industrial & Technology Education | | World Languages (specify) | 1-ELD |



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**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to **www.cde.ca.gov** for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

**EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program? ○ Yes ◉ No

If no, explain. Insufficient capacity at this time.

Does your agency participate in a Commission-approved college or university internship program? ◉ Yes ○ No

If yes, how many interns do you expect to have this year? 4

If yes, list each college or university with which you participate in an internship program.

REACH University

If no, explain why you do not participate in an internship program.

N/A



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# Coversheet

## Review and Consideration of Approval of Declaration of Need for Fully Qualified Educators (CL-500)- Richmond Charter Academy

**Section:** V. Business II
**Item:** BD. Review and Consideration of Approval of Declaration of Need for Fully Qualified Educators (CL-500)- Richmond Charter Academy
**Purpose:** Vote
**Submitted by:** Sally Li
**Related Material:** Declaration of Need (DON) 26-27 RCA.pdf

BACKGROUND:

The Declaration of Need is a certification to the California Commission on Teacher Credentialing that a diligent search was conducted for fully qualified educators. The DON is requesting for limited-assignment permits and CLAD/English Learner Authorization for Richmond Charter Academy for the 2026-2027 school year.

RECOMMENDATION:

Staff recommends approval.

State of California
Commission on Teacher Credentialing
Certification Division
651 Bannon Street, Suite 601
Sacramento, CA 95811

*Email:* DON@ctc.ca.gov
*Website:* www.ctc.ca.gov

# DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2026-2027

Revised Declaration of Need for year: _____

**FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL**

Name of District or Charter: Richmond Charter Academy  District CDS Code: 10074

Name of County: Contra Costa County  County CDS Code: 07

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 6/11/2026 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

▶ ***Enclose a copy of the board agenda item***

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2027.

Submitted by (Superintendent, Board Secretary, or Designee):

| Adrienne Barnes | | CEO |
|---|---|---|
| *Name* | *Signature* | *Title* |
| 510-436-0173 | 510-436-0172 | |
| *Fax Number* | *Telephone Number* | *Date* |

1450 Marina Way South, Richmond, CA 94804
*Mailing Address*

abarnes@amethodschools.org
*EMail Address*

**FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL AGENCY**

Name of County _____  County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____  County of Location _____



Powered by BoardOnTrack

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

▶ ***Enclose a copy of the public announcement***

Submitted by Superintendent, Director, or Designee:

| _____ | _____ | _____ |
|---|---|---|
| *Name* | *Signature* | *Title* |
| _____ | _____ | _____ |
| *Fax Number* | *Telephone Number* | *Date* |

_____

*Mailing Address*

_____

*EMail Address*

▶ *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

| **Type of Emergency Permit** | **Estimated Number Needed** |
|---|---|
| CLAD/English Learner Authorization (applicant already holds teaching credential) | 3 |
| Bilingual Authorization (applicant already holds teaching credential) | _____ |
| List target language(s) for bilingual authorization: _____ | |
| Resource Specialist | _____ |
| Teacher Librarian Services | _____ |
| Emergency Transitional Kindergarten (ETK) | _____ |

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

| TYPE OF LIMITED ASSIGNMENT PERMIT | ESTIMATED NUMBER NEEDED |
|---|---|
| Multiple Subject | |
| Single Subject | 1 |
| Special Education | |
| TOTAL | 1 |

**Authorizations for Single Subject Limited Assignment Permits**

| SUBJECT | ESTIMATED NUMBER NEEDED | SUBJECT | ESTIMATED NUMBER NEEDED |
|---|---|---|---|
| Agriculture | | Mathematics | |
| Art | | Music | |
| Business | | Physical Education | |
| Dance | | Science: Biological Sciences | |
| English | | Science: Chemistry | |
| Foundational-Level Math | | Science: Geoscience | |
| Foundational-Level Science | | Science: Physics | |
| Health | | Social Science | |
| Home Economics | | Theater | |
| Industrial & Technology Education | | World Languages (specify) | 1-ELD |



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**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to **www.cde.ca.gov** for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

**EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program? ○ Yes ◉ No

If no, explain. Insufficient capacity at this time.

Does your agency participate in a Commission-approved college or university internship program? ◉ Yes ○ No

If yes, how many interns do you expect to have this year? 5

If yes, list each college or university with which you participate in an internship program.

REACH University and Alliant University

If no, explain why you do not participate in an internship program.

N/A



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# Coversheet

## Review and Consideration of Approval of Master Purchase Order

| | |
|---|---|
| **Section:** | V. Business II |
| **Item:** | BE. Review and Consideration of Approval of Master Purchase Order |
| **Purpose:** | Vote |
| **Submitted by:** | |
| **Related Material:** | Amethod Public Schools Master PO.pdf |

# MULTI-VENDOR MASTER PURCHASE ORDER

- Fiscal Year: 2026-2027
- Effective Dates: July 1, 2026 – June 30, 2027
- Authority Level: Board of Directors

Executive Summary
Amethod Public Schools (AMPS) utilizes centralized Master Purchase Orders (MPOs) to systematically secure services across all campus sites. By establishing pre-authorized master accounts with specialized local vendors, the network maintains operational continuity, minimizes lag times, and can ensure repairs are made in a timely manner in emergency situations.

2. Approved Vendor & Scope Allocation
The matrix below delineates the authorized maximum "Not-to-Exceed" caps allocated to each respective vendor for Fiscal Year 2026-2027. Disbursal of these funds is dynamic; allocations will be drawn down over the course of the year based on approved and itemized invoices tied to necessary work across AMPS' 4 campus locations.

| Approved Vendor | Core Scope of Services | Not to Exceed Cap |
|---|---|---|
| Legacy Mechanic | HVAC and mechanical systems upkeep, lifecycle preventative maintenance. | $150,000 |
| Pure Electric | Lighting ballast replacements, commercial electrical panel servicing. | $100,000 |
| Flynn Plumbing | Main line drain clearing, and urgent pipe/fixture restorations. | $75,000 |
| Bay Pro Landscape | Routine groundskeeping, irrigation tracking/repairs, exterior perimeter upkeep. | $75,000 |
| Rojas Janitorial | Supplementary deep cleaning extraction, floor care cycles, and supplementary campus-term custodial labor support. | $450,000 |
| MVP Sports | Network-wide apparel procurement, student/staff uniform supplies, and customized fulfillment services. | $100,000 |

# Coversheet

## Approval of Employment Agreement for Chief Executive Officer

**Section:** V. Business ll
**Item:** BG. Approval of Employment Agreement for Chief Executive Officer
**Purpose:** Vote
**Submitted by:**
**Related Material:**
Fixed Term Administrator Employment Agreement (A. Barnes) 2026 (4917-9236-6001.v1).pdf

# FIXED TERM EMPLOYMENT AGREEMENT
## Between
## AMETHOD PUBLIC SCHOOLS & ADRIENNE BARNES

THIS AGREEMENT ("Agreement") is made and entered into by and between the Board of Directors ("Board") of Amethod Public Schools ("AMPS" or the "School"), a California nonprofit public benefit corporation which operates a network of public charter schools, and Adrienne Barnes (the "Employee"). The Board desires to hire employees who will assist the Board in achieving the goals and meeting the requirements of AMPS's charters, and in implementing AMPS policies and procedures. The parties recognized that the provisions of the California Education Code do not govern AMPS, except as expressly set forth in the Charter Schools Act of 1992 and its successors.

## R E C I T A L S

WHEREAS, AMPS operates charter schools that are governed by the provisions of their charters and applicable law; and

WHEREAS, AMPS is authorized pursuant to the terms of the charters to appoint and hire a Chief Executive Officer to assist the Board and to carry out the duties and functions as outlined in the job description attached and incorporated to this Agreement as Attachment A and;

WHEREAS, AMPS desires to retain the services of the Employee by way of this Agreement and the Employee is qualified to perform such duties; and

WHEREAS, the Employee and AMPS desire to formalize the employment relationship by way of this Agreement;

Now, THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained herein, the parties hereto do agree as follows:

## AGREEMENT

### 1. TERM AND WORK SCHEDULE

Subject to Section 12, "Termination of Contract" herein, AMPS hereby employs the Employee to serve as the Chief Executive Officer for a term of three (3) years commencing on July 1, 2026 and ending June 30, 2029.

The Chief Executive Officer position is a full-time position exempt from overtime law. As a minimum performance requirement, the work schedule for the Employee shall be Monday through Friday, with daily work hours at the School of 8:00 a.m. to 5:00 p.m. As this position is exempt from overtime, additional duties of the Employee may need to be performed outside of the work schedule on weekends, as well as before and after the regular work year or hours of the workday. A copy of the job description for the Chief Executive Officer is attached hereto at **Attachment A**, and the Home Office work year calendar is attached hereto as **Attachment B**. Both attachments are incorporated by reference herein.

The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with AMPS.



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2. **COMPENSATION**

The Employee will receive a gross base salary of $286,516 per year, to be paid semi-monthly, subject to all regular withholdings. The Employee's compensation may be prorated depending on whether the Employee remains employed, or in active work status, for all scheduled workdays of the position. Based upon the annual performance of the Employee as documented in the performance evaluation, as well as the financial stability of the School, the Employee may be eligible to receive additional compensation in the form of a salary increase, which includes a COLA increase, or bonus from the Board. As noted above, the Employee is exempt from overtime law and shall not be entitled to additional compensation for performing duties outside of the scheduled work year/day.

3. **BENEFITS**

a. Health/Retirement Benefits. At AMPS's expense, the Employee shall be afforded such health and other benefits of employment as shall be granted to AMPS's employees, including entitlement to participation in PERS or STRS as applicable, subject to program and eligibility requirements.

b. Vacation. The Employee is also entitled to accrue one hundred and sixty (160) hours of vacation annually. Vacation accrues year to year up to two hundred forty (240) hours. Once the cap is reached, no further vacation shall accrue until some vacation leave is utilized. Vacation may be used by the Employee subject to the prior approval of the Board Chair.

c. Sick Leave. The Employee shall accrue four (4) hours of sick leave per pay period (twelve [12] days annually). Sick days accrue from year to year with a cap of two hundred forty (240) hours (thirty [30] days), but are not paid out upon separation from employment.

d. Life Insurance. During the term of employment, AMPS shall maintain a life insurance policy with coverage in the amount of $50,000 for the Employee consistent with School policy.

4. **DUTIES**

The Employee shall perform the duties as outlined herein, directed by the Board, Board Policy or procedures, prescribed by the charters, and specified in the attached job description which is incorporated by reference as **Attachment A** to this Agreement. This description and the job duties for the Employee may be altered from time to time by the Board.

5. **WORK YEAR**

In accordance with the term of this Agreement, the Employee shall be required to work a minimum of 230 days throughout the year.

6. **EVALUATION**

The Board shall evaluate the performance of the Employee at least once annually. This evaluation shall be based on:

- The Employee's job description (**Attachment A**);
- Performance metrics and goals, which shall be developed by the Board in collaboration with the Employee within the first ninety (90) days of this Agreement and reviewed annually thereafter;
- Compliance with AMPS policies, strategic priorities, and financial and operational objectives; and
- Any other relevant factors as determined by the Board.

If applicable, the evaluation shall include recommendations as to areas of improvement in all instances where the Board deems such to be necessary or appropriate. A copy of the written evaluation shall be delivered to the Employee and he or she shall have the right to make an oral or written response to the evaluation. Within thirty (30) days of the delivery of the written evaluation to the Employee, the Board shall meet with the Employee to discuss the evaluation. Failure to evaluate the Employee shall not impair the Board's right to terminate this Agreement pursuant to Section 15.

7. **EXPENSE REIMBURSEMENT**

AMPS shall reimburse the Employee for all documented actual and necessary expenses personally incurred within the scope of employment in accordance with applicable AMPS policy and authorization.

8. **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. 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.

9. **LIVE SCAN/TB CLEARANCE**

The Employee will be required to complete a criminal background check which will be acquired through the California Department of Justice Live Scan process. The Employee will be required to assume the cost of all fees related to the Live Scan process. The Employee will be required to submit evidence from a health care provider that 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 (4) years. Both clearances must be in place prior to the first day of service.

10. **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 or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse 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 or she is a child care custodian and is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. **CONFLICTS OF INTEREST**

The Employee understands that, while employed at the School, she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with the Employee's employment with AMPS.

12. **OUTSIDE PROFESSIONAL ACTIVITIES**

With prior written approval of the Board Chair, the Employee may engage in outside professional activities, including consulting, speaking, and writing, provided such activities do not implicate any conflict of interest as outlined in Section 11. Specifically, the Employee shall ensure that these outside activities do not involve employment, contractual obligations, consultancy, or any independent contractor relationships with entities that would conflict with the Employee's duties, responsibilities, or obligations to AMPS. Additionally, all approved outside professional activities must be conducted exclusively outside of regular work hours. AMPS will not bear costs or expenses associated with such outside professional activities.

13. **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.

14. **MANDATORY ARBITRATION**

The Employee understands and agrees that any disputes arising during employment shall be resolved by arbitration in accordance with AMPS's Arbitration Agreement, which is attached hereto as Attachment C and incorporated by reference.

15. **TERMINATION OF CONTRACT**

This Agreement may be terminated by any of the following:

a. Termination For Cause: The Employee may be terminated by the Board at any time for cause. In addition, Employee may be disciplined (e.g. reprimand, suspension without pay) for cause during the term of this Agreement. "Cause" shall include, but is not limited to, breach of this Agreement; misconduct or dishonest behavior; conviction of a crime including but not limited to involving dishonesty, breach of trust, or physical or emotional harm to any person; any ground enumerated in the Employee Handbook; or the Employee's failure to satisfactorily perform their duties as set forth in this Agreement, as defined by law, or as specified in the above-mentioned and incorporated by reference job description.

The Board shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of her choice at a conference with the Board. The conference with the Board shall be the Employee's exclusive right to any hearing otherwise required by law.

b. Early Termination Without Cause: The Board may unilaterally and without cause or advance notice terminate this Agreement. In consideration of the Board's right to terminate this Agreement without cause, the Board shall pay to the Employee the remainder of her salary (based upon any remaining calendared work days) for the term of this Agreement or for a period of three (3) months following the effective date of termination, whichever is less.

c. Death or Incapacitation of the Employee: The death of the Employee shall terminate this Agreement and all rights entitled under this Agreement. In the event that the Employee becomes incapacitated to the extent that, in the judgment of the Board, the Employee may no longer perform the essential functions of their job with or without reasonable accommodation, as set forth in job specifications, the Board may terminate this Agreement.

d. Revocation/Nonrenewal: In the event that all Amethod Public Schools are either revoked or nonrenewed, with the exception of Oakland Charter High School, this Agreement shall terminate immediately upon the effective date of the revocation/nonrenewal of the charters, and without the need for the process outlined in Sections a or b above.

16. **NON-RENEWAL/EXPIRATION OF TERM**

The Board may elect not to offer future employment agreements to the Employee at its sole discretion, without cause, and this Agreement will lapse by its own terms.

17. **REQUIRED CONTRACT PROVISIONS**

The following provisions are required to be included in this Agreement by the California Government Code:

a. Limitations on Cash Settlement. In no case upon termination of this Agreement shall the maximum cash settlement exceed an amount equal to the monthly salary of the Employee multiplied by twelve (12).

b. Required Reimbursements. The Employee shall be required to reimburse AMPS for any salary or fees received from AMPS in relation to the Employee's placement on paid administrative leave pending criminal charges if the Employee is convicted of a crime involving the abuse of office/position. Regardless of the term of this Agreement, if the Agreement is terminated, the Employee must reimburse AMPS for any cash settlement received in relation to the Employee's termination if the Employee is convicted of a crime involving the abuse of office/position.

18. **ENTIRE AGREEMENT**

This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.

19. **WAIVER.**

Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party thereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained with such waiver. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

20. **JURISDICTION**

The parties hereby understand and agree that this Agreement, and the attachments hereto, have been negotiated and executed in the State of California and shall be governed by, and construed under, the laws of the State of California.

21. **AMENDMENTS**

No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing and signed by the authorized representative of both of the parties hereto.

22. **INTERPRETATION AND OPPORTUNITY TO COUNSEL**

The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsman of such provision.

20. **SEVERABILITY**

If any term, provision, condition or covenant of the Agreement shall, to any extent, be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.

21. **EXECUTION OF COUNTERPARTS**

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.

22. **SIGNATURES**

In witness therein, we affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

The Governing Board of and on Behalf of AMPS

DATED: _____ By: _____
Rodolfo Ornelas, Board Chair

DATED: _____ By: _____
Adrienne Barnes, Chief Executive Officer

***This Employment Agreement is subject to ratification and approval by the Governing Board of AMPS.***

## Attachment A – CEO Job Description



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# Attachment B - Work Calendar



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## Attachment C – Arbitration Agreement

# Coversheet

## Review and Consideration of Approval of Amended AMPS Bylaws

**Section:** V. Business ll
**Item:** BH. Review and Consideration of Approval of Amended AMPS Bylaws
**Purpose:** Vote
**Submitted by:**
**Related Material:**
AMPS Proposed Amended Bylaws (4913-6314-3681.v5)_ab edits (4922-5054-4051.v3).docx.pdf
Redlined AMPS Proposed Amended Bylaws (4913-6314-3681.v5)_ab edits (4922-5054-4051.v1).pdf

**(AMENDED)**
**BYLAWS OF**
**AMETHOD PUBLIC SCHOOLS**
*(Formerly Oakland Charter Academy)*
**A California Nonprofit Public Benefit Corporation**

**Amended by**
The Board of Directors
**Adopted by**
The Board of Directors
June 16, 2006

# BYLAWS OF
# AMETHOD PUBLIC SCHOOLS
# (Amendment Date: )
# A California Nonprofit Public Benefit Corporation

## ARTICLE I

## NAME

**Section 1. NAME.** The name of this corporation is Amethod Public Schools, a California Nonprofit Public Benefit Corporation ("Corporation"), (formerly Oakland Charter Academy, Inc.).

## ARTICLE II

## PRINCIPAL OFFICE OF THE CORPORATION

**Section 1. PRINCIPAL OFFICE OF THE CORPORATION.** The principal office for the transaction of the activities and affairs of the Corporation shall be within the Richmond, Contra Costa County, California. The Board of Directors of the Corporation ("Board") may change the location of the principal office. Any such change of location must be noted by the Secretary of the Board; alternatively, this Section may be amended to state the new location.

**Section 2. OTHER OFFICES OF THE CORPORATION.** The Board may, at any time, establish branch or subordinate offices at any place or places where the Corporation is qualified to conduct its activities.

## ARTICLE III

## GENERAL AND SPECIFIC PURPOSES

**Section 1. GENERAL PURPOSE AND SPECIFIC PURPOSES.** The Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Corporation law of California for public and charitable purposes. The specific purposes for which this Corporation is organized are to manage, operate, guide, direct and promote one or more California public charter schools ("Charter Schools").

The Corporation is organized and operated exclusively for educational and charitable purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code or the corresponding provision of any future United States Internal Revenue law. Notwithstanding any other provision of these Bylaws, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation. The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue code, or the corresponding section of any future federal tax code; or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

## ARTICLE IV

## DEDICATION AND DISTRIBUTION OF ASSETS

**Section 1. DEDICATION OF ASSETS.** The Corporation's assets are irrevocably dedicated to public benefit and/or charitable purposes. No part of the net earnings, properties, or assets of the Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any Director or officer of the Corporation.

**Section 2. DISTRIBUTION OF ASSETS UPON DISSOLUTION.** Upon dissolution or winding up of the Corporation, its assets remaining after payment of all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for educational, public or charitable purposes and which has established its tax exempt status under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for public purposes. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, , as said court shall determine, which are organized and operated exclusively for such educational, public or charitable purposes.

## ARTICLE V

## CORPORATION WITHOUT MEMBERS

**Section 1. CORPORATION WITHOUT MEMBERS.** The Corporation shall have no "members" as that term is used in the California Nonprofit Public Benefit Corporation Law. All rights, which would otherwise vest in the members, shall vest in the Board.

## ARTICLE VI

## BOARD OF DIRECTORS

**Section 1. GENERAL POWERS.** Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law, the Articles of Incorporation of the Corporation, these Bylaws, The Charter Schools Act of 1992, and any other applicable laws, the Corporation's activities, business, and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board, except as provided in Section 3 hereof. The Board may not delegate the responsibilities of budget approval or approval of fiscal and performance audits.

**Section 2. SPECIFIC POWERS.** Without prejudice to the general powers set forth in Section 1 above, but subject to the same limitations, the Board shall have the power to:

a. To select and remove, at the pleasure of the Board, the Chief Executive Officer ("CEO"), and his/her subordinates, prescribe powers and duties for him/her, as may be consistent with law, the Articles of Incorporation, and these Bylaws; to fix his/her compensation and to require from her/him security for faithful performance.

b. To conduct, manage, and control the affairs and activities of the Corporation and to make such rules and regulations for this purpose, consistent with law, the Articles of Incorporation, and these Bylaws, as it deems best;

c. Fix the compensation for corporate officers and employees; and to require from them security for faithful service;

d. To adopt, make and use a corporate seal, and alter the form of the seal from time to time, as it deems best;

e. To borrow money and incur indebtedness on behalf of the Corporation, and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, debentures, bonds, deeds of trust, mortgages, hypothecations, pledges, and other evidence of debt or securities;

f. To act as trustee under any trust incidental to the principal object of the Corporation, and to receive, hold, administer, exchange and expend funds and property to such trust;

g. To acquire by purchase, exchange, lease, gift, devise, bequest, and to hold, improve, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of real personal property;

h. To assume any obligations, enter into any contracts or other instruments, and do any and all other things incidental or expedient to the attainment of any corporate purpose.

i. To carry out such other duties as are described in the Charter of each school.

**Section 3. DELEGATION OF MANAGEMENT.** The Board may delegate the management of the Corporation's activities to any person or persons, management company, or committees, however composed, provided the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. No assignment, referral, or delegation of authority by the Board or anyone acting under such delegation shall preclude the Board from exercising full authority over the conduct of the Corporation's activities, and the Board may rescind any such assignment, referral, or delegation at any time.

**Section 4. NUMBER OF DIRECTORS.** The authorized number of Directors shall be no less than five (5) and no more than eleven (11), with the exact number to be fixed by the Board by resolution from time to time.

In addition to the number of Directors otherwise prescribed by these Bylaws, the Board may also include a pupil member pursuant to Education Code section 47604.2, with limited voting rights set by statute.

**Section 5. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS.** Notwithstanding any other provision of these Bylaws, not more than forty-nine percent (49%) of the persons serving on the Board at any time may be "interested persons" as defined in California Corporations Code Section 5227. For these purposes, "interested person" means: :

a. Any person currently being compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise; and/or

b. Any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person.

The Board may adopt other policies circumscribing potential conflicts of interest.

**Section 6. NOMINATIONS BY COMMITTEE.** In the event that there is a vacancy pursuant to Section 9 below, the Chair will appoint an ad hoc advisory committee to nominate qualified candidates for appointment to the Board ("Nominating Committee"), which in turn will select a Chairman of the

committee. The Nominating Committee shall not be less than three (3) members and its duties are as follows:

(1) Identify a need/priority for the Corporation based on the Board composition and the expertise need described in Section 4 herein;

(2) Review every candidate(s) thoroughly, including meeting the candidate(s) in person, at which meeting a majority of the Nominating Committee is present;

(3) Vote as a majority to move the candidate(s) forward; if there is no majority then the candidate(s) cannot move forward.

(4) Schedule a meeting between the candidate(s) and the CEO; the meeting shall occur no later than thirty (30) days after the candidate(s) meets with the Nominating Committee;

(5) The candidate(s) who is voted to move forward shall attend a board meeting and meet the current Board Members;

(6) The Nominating Committee shall make an oral presentation on the candidate(s) to the Board at a regularly scheduled meeting.

**Section 7. TERM OF OFFICE.** Each Director shall hold office for an initial term of three (3) years or until the Director's death, removal, or resignation, and until a successor Director has been designated and qualified. Upon completion of an initial three (3) year term, each Director may serve one (1) additional three (3) year term, subject to approval by a majority of the Board of Directors. No Directors shall serve in excess of two (2) consecutive terms, except as set forth herein. Nothing shall prevent a former Director from rejoining the Board as long as that Director has not been a member of the Board within the preceding twelve months.

**Section 8. BOARD ROSTER.** The Secretary shall maintain and update the Board roster as necessary after each appointment. Any director who is appointed on or before June 30 shall be treated as though appointed January 1 of that year for the purpose of term limits. Any Director who is appointed after June 30 of a given year shall be treated as though elected in January of the following year, effectively giving that Director up to an additional six months during the Director's first term.

**Section 9. EVENTS CAUSING VACANCIES ON BOARD.** A vacancy or vacancies on the Board of Directors shall occur in the event of:

(1) The death, resignation, or removal of any Director;

(2) The declaration by Board resolution of a vacancy of the office of a Director who has been declared of unsound mind by an order of court or convicted of a felony or found by final order or judgment of any court to have breached a duty under California Non-Profit Public Benefit Corporation Law, Chapter 2, Article 3; the increase of the authorized number of Directors; or subject to the discretion of the Board, the failure of a Director to attend three (3) consecutive Board meetings without prior notice to the Board Chair. The Board may, by majority vote, excuse such absences upon a finding of good cause at the next Board meeting.

**Section 10. RESIGNATION OF DIRECTORS.** Except as provided below, any Director may resign by giving oral or written notice to the Chair of the Board, or to the Secretary of the Board. The resignation

shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If verbal notice is given, confirmation of the resignation will be confirmed in writing by the Chair of the Board within 72 hours of receiving the notice. If a Director's resignation is effective at a later time, the Board may appoint a successor to take office as of the date when the resignation becomes effective.

**Section 11. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS.** Except on notice to the California Attorney General, no Director may resign if the Corporation would be left without a duly elected director or directors.

**Section 12. NO REMOVAL ON REDUCTION OF NUMBER OF DIRECTORS.** No reduction of the authorized number of Directors shall have the effect of removing any Director before that Director's term of office expires unless the reduction also provides for the removal of that specified Director in accordance with these Bylaws and California Nonprofit Corporation Law.

**Section 13. REMOVAL OF DIRECTORS.** Any Director, other than a representative chosen by a chartering authority, may be removed, with or without cause, by the vote of the majority of the members of the entire Board at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting is given in compliance with the provisions of the Ralph M. Brown Act ("Brown Act") (Chapter 9 [commencing with Section 54950] of Division 2 of Title 5 of the Government Code). Any vacancy caused by the removal of a Director shall be filled as provided by the Bylaws. If a chartering authority has appointed a representative to the Board pursuant to Education Code Section 47604(c), the governing Board of the chartering authority may remove that Director at any time, with or without cause.

**Section 14. VACANCIES FILLED BY BOARD.** Vacancies on the Board, except for a vacancy in the seat of the representative designated by the chartering authority, may be filled by approval of the Board of Directors. A vacancy in the seat of the representative of the chartering authority shall be filled by the chartering authority.

**Section 15. COMPENSATION AND REIMBURSEMENT.** Directors shall serve without compensation except that they shall be allowed reasonable advancement or reimbursement of actual reasonable expenses incurred in carrying out his or her duties. Directors shall not otherwise be compensated.

**Section 16. NON-LIABILITY OF DIRECTORS.** No Director shall be personally liable for the debts, liabilities, or other obligations of the Corporation.

**Section 17. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS.** The Corporation and the Board shall comply with all applicable provisions of the Family Educational Rights and Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

## ARTICLE VII

## MEETINGS OF THE BOARD OF DIRECTORS

**Section 1. LOCATION OF BOARD OF DIRECTORS MEETINGS.** The Board may designate that a meeting be held at any place within the physical boundaries of the county in which the greatest number of pupils enrolled in Amethod Public Schools reside. A two-way teleconference location shall be established at each schoolsite. The Board of Directors shall audio record, video record, or both, all the governing

board meetings and post the recordings on each charter school's internet website. All meetings of the Board shall be called, held and conducted in accordance with the terms and provisions of the Brown Act and Education Code Section 47604.1.

1.1. Teleconference Meeting[1]. A teleconference meeting is a meeting in which one or more Directors attend the meeting from a remote location via telephone or other electronic means, transmitting audio or audio/video. Any meeting may be held by conference telephone or other communications equipment permitted by California Nonprofit Corporation Law and the Brown Act, and all Directors shall be deemed to be present in person at such meetings as long as all Directors participating in the meeting can communicate with one another and all other requirements of California Nonprofit Corporation Law and the Brown Act are satisfied. Such meeting must also be noticed and conducted in compliance with Section 54953(b) of the Brown Act, including without limitation the following:

(a) At a minimum, a quorum of the Board shall participate in the teleconference meeting from within the physical boundaries of the county in which the greatest number of pupils enrolled in Amethod Public Schools reside;

(b) All votes taken during a teleconference meeting shall be by roll call;

(c) The Board shall post agendas at all teleconference locations with each such location being identified in the notice and agenda of the meeting;

(d) All locations where a Director participates in a teleconference meeting must be fully accessible to members of the public and shall be provided with an opportunity to address the Board directly at each teleconference location;

(e) Members of the public must be able to hear what is said during the meeting; and

(f) Members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.

**Section 2. ANNUAL MEETINGS.** The Board shall hold an annual meeting for the purposes of organization, selection of Directors and officers, adoption of the regular Board meeting schedule, and the transaction of other business.

**Section 3. REGULAR MEETINGS.** The Board shall adopt a regular Board meeting schedule at the annual Board meeting. The regular Board meeting schedule may be revised as necessary by the Board of Directors. The Chair shall have the authority to reschedule a regular meeting as necessary to establish a quorum of Directors.

**Section 4. SPECIAL MEETINGS.** Special meetings of the Board for any purpose may be called at any time by the Chair of the Board, if there is such an officer or a majority of the Board of Directors. If a Chair has not been elected then the Vice-Chair is authorized to call a special meeting in place of the Chair. The party calling a special meeting shall determine the place, date, and time thereof.

**Section 5. NOTICE OF MEETINGS.**

[1] Pursuant to Government Code Section 54953.8, the Corporation may use teleconferencing without complying with the requirements of paragraphs (a), (c), and (d) if the Corporation complies with the requirements of Sections 54953.8.2., 54953.8.3, or 54953.8.6.

**5.1. Notice of Regular or Annual Meetings.** At least seventy-two (72) hours before an annual meeting or a regular meeting, the Board, or its designee, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. A brief general description of an item generally need not exceed twenty (20) words. The agenda shall specify the time and location of the meeting. No action or discussion shall be undertaken at any annual or regular meeting on any item not appearing on the posted agenda, except as set forth in Section 54954.2 of the Brown Act. Writings distributed to a majority of the Board less than 72 hours before a regular meeting and that relate to an agenda item shall be made available to the public at the same time pursuant to Government Code Section 54957.5.

**5.2. Notice of Special Meetings.**

**5.2.1 Manner of Giving Notice.** Notice of the time and place of all regular and special meetings shall be given to each Director by one of the following methods:

(a) Personal Delivery of written notice;

(b) First-class mail, postage paid;

(c) Telephone, including a voice messaging system or other system or technology designed to record and communicate messages; or

(d) Facsimile, electronic mail ("e-mail") or other means of electronic transmission if the recipient has consented to accept notices in this manner.

All such notices shall be given or sent to the Director's address, phone number, facsimile number or e-mail address as shown on the records of the Corporation.

Notice of the time and place of all regular and special meetings shall be given to members of the public in the following ways:

(a) Posting on the Corporation's website homepage with a prominent and direct link;

(b) Posting in a location freely accessible within the charter schools' jurisdiction to members of the public.

The posting of the agenda and the contents of the agenda shall be in accordance with Section 54954.2 of the Brown Act.

**5.2.2. Time Requirements.** Notices of special meetings of the Board sent by first-class mail shall be deposited in the United States mail at least 72 hours before the time set for the meeting. Notices given by personal delivery, telephone, or electronic transmission shall be delivered, telephoned, or transmitted at least twenty four (24) hours before the time set for the meeting. In addition to the foregoing, notice of the meeting shall comply with Section 54956 of the Brown Act, and the call of the meeting and notice shall also be posted at least twenty four (24) hours prior to the special meeting in a location within the charter schools' jurisdiction that is freely accessible to members of the public and on the Corporation's website homepage with a prominent and direct link.

**5.2.3. Notice of Content.** The call and notice of a special meeting of the Board shall state the time and place of the special meeting and the business to be transacted or discussed. No other business shall be considered at the special meeting. The notice of a special meeting shall comply with the requirements for special meetings set forth in The Brown Act.

**Section 6. EMERGENCY MEETINGS.** If there is an "emergency situation," as defined in Section 54956.5 of the Brown Act, involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with either the 24 hour posting requirement of Section 54956 of the Brown Act or both of the notice and posting requirements. The emergency meeting must be noticed and held in compliance with Section 54956.5 of the Brown Act.

**Section 7. QUORUM AND ACTION OF THE BOARD.**

**7.1. Quorum.** A majority of the Directors then in office shall constitute a quorum for the transaction of business, except adjournment.

**7.2. Minimum Vote Requirements for Valid Board Action.** Every action taken or decision made by a majority vote of the Directors then in office at a duly held meeting at which a quorum is present shall be the act of the Board, unless a greater number is expressly required by California Nonprofit Corporation Law, the Articles of Incorporation or these Bylaws. A meeting at which a quorum is initially present but due to the withdrawal of Directors, is no longer present, may not transact business; those Directors present may either: (a) elect to continue as a committee; or (b) adjourn to a future date. Directors may not vote by proxy.

**Section 8. WAIVER OF NOTICE.** Notice of a meeting need not be given to any Director who, either before or after the meeting, signs a waiver of notice, a written consent to the holding of the meeting, or an approval of the minutes of the meeting. The waiver or notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings. Notice of a meeting need not be given to any Director who attends the meeting and does not protest, before or at the commencement of the meeting, the lack of notice to him or her.

**Section 9. ADJOURNMENT.** A majority of the Directors present, whether or not a quorum is present, may adjourn any Board of Directors meeting to another time or place. Notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the Directors who were not present at the time of the adjournment, and to the public in the manner prescribed by the Brown Act.

**Section 10. CONFLICT OF INTEREST**.

a) Contracts with Directors: The Corporation shall not enter into a contract or transaction in which a Director directly or indirectly has a material financial interest (nor shall the Corporation enter into any contract or transaction with any other corporation, firm association, or other entity in which one or more of the Corporation's Directors are directors and have a material financial interest.)

b) Contracts with Non-Director Designated Employees: The Corporation shall not enter into a contract or transaction in which a non-Director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the Corporation's Conflict of Interest Code have been fulfilled and all applicable conflict of interest laws have been complied with.

**Section 11. STANDARD OF CARE.** A Director shall perform all duties of a Director, including duties as a member of any committee of the Board on which the Director may serve, in good faith, in a manner

the Director believes to be in the best interests of the Corporation and with such care, including the duty to make reasonable inquiries, as an ordinarily prudent person in a like situation would use under similar circumstances.

In performing the duties of a Director, a Director may rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

a. One or more officers or employees of the Corporation whom the Director believes to be reliable and competent in the matters presented;

b. Legal counsel, independent accountants or other persons as to matters that the Director believes to be within such person's professional or expert competence; or

c. A committee of the Board upon which the Director does not serve, that is composed exclusively of any or any combination of the persons listed in a. and b., as to matters within its designated authority, provided the Director believes that the committee merits confidence and the Director acts in good faith, after reasonable inquiry when the need therefore is indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.

Except with respect to assets that are directly related to the Corporation's charitable programs, the Board shall avoid speculation in investing, reinvesting, purchasing, acquiring, exchanging, selling and managing the Corporation's investments. Instead, the Board is to consider the permanent disposition of funds, the probable income, the probable safety of the Corporation's capital, and is to comply with the express terms of the instrument or agreement, if any, pursuant to which the assets were contributed to the Corporation.

**Section 12. CONDUCT OF MEETINGS.** Meetings of the Board shall be presided over by the Chair, or, if there is no Chair or the Chair is absent, the Vice-Chair or, in the absence of each of these persons, by a chair of the meeting, chosen by a majority of the Directors present at the meeting. The Secretary shall act as secretary of all meetings of the Board, provided that, if the Secretary is absent, the presiding officer shall appoint another person to act as secretary of the meeting. Meetings shall be governed by rules of procedure as may be determined by the Board from time to time, insofar as such rules are not inconsistent with or in conflict with these Bylaws, with the Articles, or with any provisions of law applicable to the Corporation.

**Section 13. RULES OF PROCEDURE.** All meetings of the Board and of the committees shall be conducted in accordance with Robert's Rules of Order. Notwithstanding the foregoing, failure to follow Robert's Rules of Order at any meeting shall not affect the validity of any corporate action otherwise in compliance with the California Corporations Code, the Articles of Incorporation, Bylaws, and any applicable corporate resolutions.

**Section 14. LOANS TO DIRECTORS AND OFFICERS**. The Corporation shall not lend any money or property to, or guarantee the obligation of any Director or officer; provided, however that the Corporation may advance money to a Director or officer of the Corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that Director or officer would be entitled to reimbursement for such expenses by the Corporation.

**Section 15. TRAINING.** Every Director who has not previously served on the Corporation's Board must commence attendance at a comprehensive, authorized training(s) regarding Board governance within 12 months of joining the Board as a Director.

## ARTICLE VIII

## COMMITTEES

**Section 1. CREATION AND COMPOSITION OF COMMITTEES.** The Board may, by resolution adopted by a majority of the Directors then in office, create one or more Board Committees ("Committees"), each consisting of two or more Directors to serve at the discretion of the Board. Only committees comprised solely of directors may exercise delegated authority of the Board. Any two Committees or any particular duties of a Committee may be combined, in the interest of efficiency or management. Unless otherwise directed by the Board, Committees are empowered only to consider and make recommendations upon matters referred to them by the Board. By majority vote of the Committee members, each committee shall elect one of its members to act as chair of the committee. Any Committee, to the extent provided in the resolution of the Board and allowed by law, may be given the authority of the Board except that no Committee may:

(a) fill vacancies on the Board or in any Committee which has the authority of the Board;

(b) amend or repeal any resolution of the board which by its express terms is not so amendable or repealable;

(c) appoint any other Committees or the members of these Committees;

To facilitate the consideration and management of the Corporation under the Charter and as a corporate legal entity, the following Board and advisory committees may be created as set forth within this section:

a. Executive Committee. The Executive Committee shall have the power to act in all matters pertaining to the Corporation, as directed by the Board, and working in concert with the goals established by the committees, shall determine the Corporation's short-range and long-range goals. The Executive Committee shall review annually the conditions of employment of the Chief Executive Officer or Principal. The Executive Committee shall be composed of the Chair, Vice-Chair and such other members of the Board as the Board may elect.

b. Audit Committee: The Corporation shall have an audit committee consisting of at least one Director and may include nonvoting advisors. Directors who are employees or officers of the Corporation may not serve on audit committee. The audit committee shall perform the duties and adhere to the guidelines set forth in the audit committee description as amended from time to time by the board. Such duties include: (1) Assisting the Board in choosing an auditor, if necessary; (2) Negotiating the auditor's compensation; (3) Conferring with the auditor regarding the Corporation's financial affairs; and (4) Reviewing and accepting or rejecting the audit.

c. Finance Committee: The Board Chair shall select the chair of the finance committee. The Treasurer should be a member of the committee. The Finance Committee shall be responsible for developing, recommending, and reviewing fiscal procedures, for the preparation and review of financial reports and projections of revenues and expenses, subject to approval by the Board.

d. Other Committees of the Board: Other committees may, from time to time, be designated by resolution of the Board. Such other Committees may consist of persons who are not also members of the board. These additional committees shall act in an advisory capacity only to the Board and shall be clearly titled "advisory" committees.

**Section 2. MEETINGS AND ACTION OF COMMITTEES.** Meetings and action of committees shall be governed by, and held and taken in accordance with, the provisions of Article VIII concerning meetings of Directors, with such changes in the context of Article VIII as are necessary to substitute the committee and its members for the Board and its members, except that the time for regular meetings of committees may be determined by resolution of the Board, and special meetings of committees may also be called by resolution of the Board. Minutes shall be kept of each meeting of any committee and shall be filed with the corporate records. The committee shall report to the Board from time to time as the Board may require. The Board may adopt rules for the governance of any committee not inconsistent with the provisions of these Bylaws. In the absence of rules adopted by the Board, the committee may adopt such rules.

**Section 3. QUORUM RULES FOR COMMITTEES.** A majority of the committee members shall constitute a quorum for the transaction of committee business, except to adjourn. A majority of the committee members present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Every act taken or decision made by a majority of the committee members then in office at a meeting duly held at which a quorum is present shall be regarded as an act of the committee, subject to the provisions of the California Nonprofit Corporation Law relating to actions that require a majority vote of the entire Board. Each committee will hold its meetings in compliance with the Brown Act.

**Section 4. REVOCATION OF DELEGATED AUTHORITY.** The Board may, at any time, revoke or modify any or all of the authority that the Board has delegated to a Committee, increase or decrease (but not below two) the number of members of a Committee, and fill vacancies in a Committee from the members of the Board.

**Section 5. ADVISORY COMMITTEES.** The Board may create one or more advisory committees to serve at the pleasure of the Board. The action to create such advisory committees must be made pursuant to Brown Act requirements, meaning at a publicly noticed meeting with the item on the agenda. Appointments to such advisory committees need not, but may be, Directors. The Board shall appoint and discharge advisory committee members. All actions and recommendations of an advisory committee shall require ratification by the Board before being given effect. These advisory committee meetings are not subject to the notice and posting requirements of the Brown Act so long as the committee is comprised solely of Board members; consists of less than a quorum of Directors; is not a standing committee with continuing subject matter jurisdiction; and is advisory

## ARTICLE IX

## OFFICERS OF THE CORPORATION

**Section 1. OFFICERS OF THE CORPORATION.** The officers of the Corporation ("Officers") shall be a Chair, Vice-Chair, Chief Executive Officer ("CEO"), Secretary and Treasurer. The Corporation may also have, at the Board's discretion, one or more assistant secretaries, one or more assistant treasurers and such other officers as the Board may appoint. Other than the Chair and Vice-Chair, these persons may, but need not be, selected from among the Directors.

**Section 2. DUPLICATION OF OFFICE HOLDERS.** Any number of offices may be held by the same person, except that neither the Secretary, nor the Treasurer, may serve concurrently as the Chair of the Board or the CEO.

**Section 3. ELECTION OF OFFICERS.** The Officers shall be chosen annually by the Board during the first meeting of the fiscal year, and shall serve at the discretion of the Board until his or her successor shall be elected, or his or her earlier resignation or removal.

**Section 4. TERM OF CHAIR AND VICE-CHAIR.** The Chair and the Vice-Chair shall serve for a term of three (3) years. The Chair and Vice-chair may serve a maximum of two (2) consecutive terms in the same office.

**Section 5. REMOVAL OF OFFICERS.** Subject to the rights, if any, of an Officer under any contract of employment, any Officer may be removed, with or without cause (i) by the Board, at any regular or special meeting of the Board or at the annual meeting of the Corporation; or (ii) by an Officer on whom such power of removal may be conferred by the Board.

**Section 6. RESIGNATION OF OFFICERS.** Any officer may resign at any time by giving written notice to the Corporation. The resignation shall take effect on the date the notice is received or at any later time specified in the notice; and, unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to the rights, if any, of the Corporation under any contract to which the Officer is a party.

**Section 7. VACANCIES IN OFFICE.** A vacancy in any office due to death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointment to that office, provided that such vacancies shall be filled as they occur and not on an annual basis.

**Section 8. RESPONSIBILITIES OF OFFICERS.**

**Section 8.1. Chair.** The Chair of the Corporation shall preside at all meetings of the Board and exercise and perform such other powers and duties as may from time to time be assigned to the Chair by the Board or prescribed by these Bylaws. The Chair shall serve as the principal liaison between the Board and the CEO.

**Section 8.2. Vice-Chair.** In the absence or disability of the Chair, the Vice-Chair, if any, shall perform all duties of the Chair. When so acting, the Vice-Chair shall have all powers of and be subject to all restrictions on the Chair. The Vice-Chair shall have such other powers and perform such other duties as the Board or the Bylaws may prescribe.

**Section 8.3. CEO.** Subject to the control of the Board, the CEO shall be the chief executive officer and general manager of the Corporation and shall have general supervision, direction and control of the business and officers of the Corporation. He or she shall have the general power and duties of management usually vested in the office of chief executive officer of a corporation and shall have such other powers or duties as may be prescribed by the Board or these Bylaws. Subject to such limitations as may be imposed by the Board, any powers or duties vested in the CEO may be delegated by him or her to such subordinates as he or she may choose.

**Section 8.4. Secretary.** The Secretary of the Corporation attend to the following:

**8.4.1. Bylaws.** The Secretary shall certify and keep or cause to be kept at the principal office of the Corporation the original or a copy of these Bylaws as amended to date.

**8.4.2. Minute Book.** The Secretary shall keep or cause to be kept a minute book as described herein in Article XV.

**8.4.3. Notices.** The Secretary shall give, or cause to be given, notice of all meetings of the board in accordance with these Bylaws.

**8.4.5. Corporate Records.** Upon request, the Secretary shall exhibit or cause to be exhibited at all reasonable times to any Director, or to his or her agent or attorney, these Bylaws and the minute book.

**8.4.6. Corporate Seal.** The Secretary shall keep or cause to be kept the seal of the Corporation, if any, in safe custody, and shall have such other powers and perform such other duties incident to office of Secretary as may be prescribed by the Board or these Bylaws.

**Section 8.5. Treasurer.** The Treasurer of the Corporation shall attend to the following:

**8.5.1. Books of Account.** The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the Corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The books of account shall be open to inspection by any Director at all reasonable times.

**8.5.2. Financial Reports.** The Treasurer shall send or cause to be given to the Directors such financial statements and reports as are required to be given by law, by these Bylaws, or by the Board.

**8.5.3. Deposit And Disbursement Of Money And Valuables.** The Treasurer shall deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board may designate, shall disburse the Corporation's funds as the Board may order, shall render to the Chair, the CEO, and the Board, when requested, an account of all transactions as Treasurer and of the financial condition of the Corporation, and shall have such other powers and perform such other duties as the Board or the Bylaws may prescribe.

**8.5.4. Bond.** If required by the Board, the Treasurer shall give the Corporation a bond in the amount of and with the or sureties specified by the board for faithful performance of the duties of his or her office and for restoration to the Corporation of all its books, papers, vouchers, money, and other property of every kind in his or her possession or under his or her control on his or her death, resignation, retirement, or removal from the office.

**Section 9. COMPENSATION OF OFFICERS.**

**9.1.** Salaries Fixed By Board. The salaries of Officers of the Corporation shall be fixed from time to time by resolution of the Board. In all cases, any salaries received by Officers of the Corporation shall be reasonable and given in return for services actually rendered for the Corporation. No salaried Officer of the Corporation may serve as a Director.

**9.2.** Fairness Of Compensation. The Board shall periodically review the fairness of compensation, including benefits, paid to every person, regardless of title, with powers, duties, or responsibilities comparable to the CEO, or chief financial officer: (i) once such person is hired; (ii) upon any extension or renewal of such person's term of employment, and (iii) when such person's compensation is modified.

## ARTICLE X

## INDEMNIFICATION

**Section 1.** INDEMNIFICATION. To the fullest extent permitted by law, the Corporation shall indemnify its Directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the Corporation by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board of Directors by any person seeking indemnification under Corporations Code Section 5238 (b) or Section 5238 (c) the Board of Directors shall promptly decide under Corporations Code Section 5238 (e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board of Directors shall authorize indemnification. **Section 2. CONTRACTUAL RIGHTS OF NON-DIRECTORS AND NON-OFFICERS.** Nothing contained in this Article XII shall affect any right to indemnification to which persons may be entitled by contract or otherwise.

**Section 3. INSURANCE.** The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any Agent, as defined in this Article XII, against any liability asserted against or incurred by any Agent in such capacity or arising out of the Agent's status as such, whether or not the Corporation would have the power to indemnify the Agent against the liability under the provisions of this Article XII.

## ARTICLE XI

## MAINTENANCE OF CORPORATE RECORDS

**Section 1. MAINTENANCE OF CORPORATE RECORDS.** The Corporation shall keep:

a. Adequate and correct books and records of account;

b. Written minutes of the proceedings of its members, Board, and committees of the Board; and

c. Such reports and records as required by law.

**Section 2. INSPECTION BY DIRECTORS.** Every Director shall have the absolute right at any reasonable time to inspect the Corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary, if any, as permitted by California and federal law. The inspection may be made in person or by the Director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

**Section 3. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS.** This Corporation shall keep at its principal California office the original or a copy of the Articles of Incorporation and Bylaws, as amended to the current date, which shall be open to inspection by the Directors at all reasonable times during office hours.

## ARTICLE XII

## ENDORSEMENT OF DOCUMENTS; CONTRACTS

**Section 1. ENDORSEMENT OF DOCUMENTS; CONTRACTS.** Any contract or conveyance made in the name of the Corporation which is authorized or ratified by the Board or done within the scope of authority conferred by the Board or within the agency power of the Officer executing it, except as the Board's authority is limited by law, binds the Corporation and the Corporation acquires rights thereunder whether the contract is executed wholly or in part.

## ARTICLE XIII

## REQUIRED REPORTS

**Section 1. ANNUAL REPORTS.** The Board of Directors shall cause an annual report to be sent to itself (the Board) within 120 days after the end of the Corporation's fiscal year. That report shall contain the following information, in appropriate detail:

a. The assets and liabilities, including the trust funds, or the Corporation as of the end of the fiscal year;

b. The principal changes in assets and liabilities, including trust funds;

c. The Corporation's revenue or receipts, both unrestricted and restricted to particular purposes;

d. The Corporation's expenses or disbursement for both general and restricted purposes;

e. Any information required under these Bylaws; and

f. An independent accountant's report or, if none, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the Corporation's books and records.

This requirement of an annual report shall not apply if the Corporation receives less than $25,000 in gross receipts during the fiscal year, provided, however, that the information specified above for inclusion in an annual report must be furnished annually to all Directors and to any member who requests it in writing.

**Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS.** The Corporation will comply with Corporations Code section 6322.

## ARTICLE XIV
## OTHER PROVISIONS

**Section 1. CONSTRUCTION AND DEFINITIONS.** Unless the context requires otherwise the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law and in the California Nonprofit Public Benefit Law shall govern the construction of these Bylaws. Without limiting

the generality of foregoing, words in these Bylaws shall be read as the masculine or feminine gender and as the singular or plural, as the context requires. The term "person" includes both a legal entity and a natural person. The captions and headings in these Bylaws are for convenience of reference only and are not intended to limit or define the scope or effect of any provision.

**Section 2. AMENDMENT OF BYLAWS.** The Board may adopt, amend, or repeal these Bylaws by a majority vote of the Directors then in office at a meeting duly held at which a quorum is present, except that no amendment shall change any provisions of any charter governing any charter school operated as or by the Corporation or make any provisions of these Bylaws inconsistent with such charter, the Corporation's Articles of Incorporation, or any laws.

**Section 3. VALIDITY OF INSTRUMENTS.** Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance or other written instrument and any assignment or endorsement may be signed by any other person(s) and in such manner and from time to time shall be determined by the Board and, unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement, to pledge its credit, or to render it liable for any purpose or amount.

**Section 4. FISCAL YEAR.** The fiscal year of the Corporation shall be July 1, through June 30 or as set by the Board.

**CERTIFICATE OF SECRETARY**

I certify that I am the duly elected and acting Secretary of the Amethod Public Schools, a California Nonprofit Public Benefit Corporation; that these Bylaws are the Bylaws of this Corporation as adopted by the Board of Directors on June 6, 2006, and amended on _____, 2026. .

Executed on _____ at Richmond, California.

_____

Secretary, Board of Directors

4922-5054-4051, v. 3

**(AMENDED)**
**BYLAWS OF**
**AMETHOD PUBLIC SCHOOLS**
*(Formerly Oakland Charter Academy)*
**A California Nonprofit Public Benefit Corporation**

**Amended by**
The Board of Directors
~~January 18, 2023~~¶

**Adopted by**
The Board of Directors
June 16, 2006

# BYLAWS OF
# AMETHOD PUBLIC SCHOOLS
**(Amendment Date: ~~January 18, 2023~~~~March 10, 2021~~)**
**A California Nonprofit Public Benefit Corporation**

## ARTICLE I

## NAME

**Section 1. NAME.** The name of this corporation is Amethod Public Schools, a California Nonprofit Public Benefit Corporation ("Corporation"), (formerly Oakland Charter Academy, Inc.).

## ARTICLE II

## PRINCIPAL OFFICE OF THE CORPORATION

**Section 1. PRINCIPAL OFFICE OF THE CORPORATION.** The principal office for the transaction of the activities and affairs of the Corporation shall be within the ~~City of Oakland~~Richmond, ~~Alameda~~ Contra Costa County, California. The Board of Directors of the Corporation ("Board") may change the location of the principal office. Any such change of location must be noted by the Secretary of the Board; alternatively, this Section may be amended to state the new location.

**Section 2. OTHER OFFICES OF THE CORPORATION.** The Board may, at any time, establish branch or subordinate offices at any place or places where the Corporation is qualified to conduct its activities.

## ARTICLE III

## GENERAL AND SPECIFIC PURPOSES

**Section 1. GENERAL PURPOSE AND SPECIFIC PURPOSES.** The Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Corporation law of California for public and charitable purposes. The specific purposes for which this Corporation is organized are to manage, operate, guide, direct and promote one or more California public charter schools ("Charter Schools").

The Corporation is organized and operated exclusively for educational and charitable purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code or the corresponding provision of any future United States Internal Revenue law. Notwithstanding any other provision of these Bylaws~~articles~~, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation. The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue code, or the corresponding section of any future federal tax code; or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

## ARTICLE IV

## DEDICATION AND DISTRIBUTION OF ASSETS

**Section 1. DEDICATION OF ASSETS.** The Corporation's assets are irrevocably dedicated to public benefit and/or charitable purposes. No part of the net earnings, properties, or assets of the Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any Director or officer of the Corporation.

**Section 2. DISTRIBUTION OF ASSETS UPON DISSOLUTION.** Upon dissolution or winding up of the Corporation, its assets remaining after payment of all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for educational, public or charitable purposes and which has established its tax exempt status under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for public purposes. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, ~~educational, public or charitable purposes or to such organization or organizations~~, as said court shall determine, which are organized and operated exclusively for such educational, public or charitable purposes.

## ARTICLE V

## CORPORATION WITHOUT MEMBERS

**Section 1. CORPORATION WITHOUT MEMBERS.** The Corporation shall have no "members" as that term is used in the California Nonprofit Public Benefit Corporation Law. All rights, which would otherwise vest in the members, shall vest in the Board.

## ARTICLE VI

## BOARD OF DIRECTORS

**Section 1. GENERAL POWERS.** Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law, the Articles of Incorporation of the Corporation, these Bylaws, The Charter Schools Act of 1992, and any other applicable laws, the Corporation's activities, business, and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board, except as provided in Section 3 hereof. The Board may not delegate the responsibilities of budget approval or approval of fiscal and performance audits.

**Section 2. SPECIFIC POWERS.** Without prejudice to the general powers set forth in Section 1 above, but subject to the same limitations, the Board shall have the power to:

a. To select and remove, at the pleasure of the Board, the Chief Executive Officer ("CEO"), and his/her subordinates, prescribe powers and duties for him/her, as may be consistent with law, the Articles of Incorporation, and these Bylaws; to fix his/her compensation and to require from her/him security for faithful performance.

b. To conduct, manage, and control the affairs and activities of the Corporation and to make such rules and regulations for this purpose, consistent with law, the Articles of Incorporation, and these Bylaws, as it deems best;

c. Fix the compensation for corporate officers and employees; and to require from them security for faithful service;

d. To adopt, make and use a corporate seal, and alter the form of the seal from time to time, as it deems best;

e. To borrow money and incur indebtedness on behalf of the Corporation, and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, debentures, bonds, deeds of trust, mortgages, hypothecations, pledges, and other evidence of debt or securities;

f. To act as trustee under any trust incidental to the principal object of the Corporation, and to receive, hold, administer, exchange and expend funds and property to such trust;

g. To acquire by purchase, exchange, lease, gift, devise, bequest, and to hold, improve, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of real personal property;

h. To assume any obligations, enter into any contracts or other instruments, and do any and all other things incidental or expedient to the attainment of any corporate purpose.

i. To carry out such other duties as are described in the Charter of each school.

**Section 3. DELEGATION OF MANAGEMENT.** The Board may delegate the management of the Corporation's activities to any person or persons, management company, or committees, however composed, provided the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. No assignment, referral, or delegation of authority by the Board or anyone acting under such delegation shall preclude the Board from exercising full authority over the conduct of the Corporation's activities, and the Board may rescind any such assignment, referral, or delegation at any time.

**Section 4. NUMBER OF DIRECTORS.** The authorized number of Directors shall be no less than five (5) and no more than eleven (11), with the exact number to be fixed by the Board by resolution from time to time.

In addition to the number of Directors otherwise prescribed by these Bylaws, the Board may also include a pupil member pursuant to Education Code section 47604.2, with limited voting rights set by statute.

**Section 5. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS.** Notwithstanding any other provision of these Bylaws, not more than forty-nine percent (49%) of the persons serving on the Board at any time may be "interested persons" as defined in California Corporations Code Section 5227. For these purposes, "interested person" means:~~No more than 49 percent of the persons serving on the Board may be interested persons. An interested person is~~:

a. Any person currently being compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise~~, excluding any reasonable compensation paid to a Director as Director~~; and/or

b. Any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person.

The Board may adopt other policies circumscribing potential conflicts of interest.

**Section 6. NOMINATIONS BY COMMITTEE.** In the event that there is a vacancy pursuant to Section 9 below, the Chair will appoint an ad hoc advisory committee to nominate qualified candidates for ~~election~~ appointment to the Board ("Nominating Committee"), which in turn will select a Chairman of the

committee. The Nominating Committee shall not be less than three (3) members and its duties are as follows:

(1) Identify a need/priority for the Corporation based on the Board composition and the expertise need described in Section 4 herein;

(2) Review every candidate(s) thoroughly, including meeting the candidate(s) in person, at which meeting a majority of the Nominating Committee is present;

(3) Vote as a majority to move the candidate(s) forward; if there is no majority then the candidate(s) cannot move forward.

(4) Schedule a meeting between the candidate(s) and the CEO; the meeting shall occur no later than thirty (30) days after the candidate(s) meets with the Nominating Committee;

(5) The candidate(s) who is voted to move forward shall attend a board meeting and meet the current Board Members;

(6) The Nominating Committee shall make an oral presentation on the candidate(s) to the Board at a regularly scheduled meeting.

**Section 7. TERM OF OFFICE.** Each Director shall hold office for an initial term of three (3) ~~four (4)~~ years or until the Director's death, removal, or resignation, and until a successor Director has been designated and qualified. Upon completion of an initial three (3) ~~four (4)~~ year term, each Director may serve one (1) additional ~~four~~ three (3~~4~~) year term, subject to approval by a majority of the Board of Directors. No Directors shall serve in excess of two (2) consecutive terms, except as set forth herein. Nothing shall prevent a former Director from rejoining the Board as long as that Director has not been a member of the Board within the preceding twelve months.

**Section 8. BOARD ROSTER.** The Secretary shall maintain and update the Board roster as necessary after each ~~election~~appointment. Any director who is ~~elected~~ appointed on or before June 30 shall be treated as though ~~elected~~ appointed January 1 of that year for the purpose of term limits. Any Director who is appointed after June 30 of a given year shall be treated as though elected in January of the following year, effectively giving that Director up to an additional six months during the Director's first term.

**Section 9. EVENTS CAUSING VACANCIES ON BOARD.** A vacancy or vacancies on the Board of Directors shall occur in the event of:

The death, resignation, or removal of any Director;

The declaration by Board resolution of a vacancy of the office of a Director who has been declared of unsound mind by an order of court or convicted of a felony or found by final order or judgment of any court to have breached a duty under California Non-Profit Public Benefit Corporation Law, Chapter 2, Article 3; ~~or~~ the increase of the authorized number of Directors; or subject to the discretion of the Board, the failure of a Director to attend three (3) consecutive Board meetings without prior notice to the Board Chair. The Board may, by majority vote, excuse such absences upon a finding of good cause at the next Board meeting.~~found to have neglected or violated his or her duties and responsibilities provided that notice of that meeting at which vote is taken and of the removal questions are given to each member of the Board and to the Director~~

subject to the removal questions are given at least 10 days prior to the meeting. Any vacancy caused by the removal of a Director shall be filled as provided in these Bylaws.

Any Director who does not attend three (3) successive board meetings will automatically be removed from the Board without Board resolution unless the Director suffers from an illness or disability that prevents him or her from attending meetings and the Board adopts a resolution waiving the automatic removal procedure of this subsection. A Director that has been removed from the Board pursuant to this subsection may be reinstated as a Director by resolution of the Board if the Director's seat on the Board remains vacant..A Director who is absent from three (3) consecutive board meetings without prior notice to the Board Chair shall be subject to removal. The Board may, by majority vote, excuse such absences upon a finding of good cause at the next Board meeting.

**Section 10. RESIGNATION OF DIRECTORS.** Except as provided below, any Director may resign by giving oral or written notice to the Chairman of the Board, or to the Secretary of the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If oral verbal notice is given, confirmation of the resignation will be confirmed in writing by the Chairman of the Board within 72 hours of receiving oral the notice. If a Director's resignation is effective at a later time, the Board may elect appoint a successor to take office as of the date when the resignation becomes effective.

**Section 11. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS.** Except on notice to the California Attorney General, no Director may resign if the Corporation would be left without a duly elected director or directors.

**Section 12. NO REMOVAL ON REDUCTION OF NUMBER OF DIRECTORS.** No reduction of the authorized number of Directors shall have the effect of removing any Director before that Director's term of office expires unless the reduction also provides for the removal of that specified Director in accordance with these Bylaws and California Nonprofit Corporation Law.

**Section 13. REMOVAL OF DIRECTORS.** Any Director, other than a representative chosen by a chartering authority, may be removed, with or without cause, by the vote of the majority of the members of the entire Board at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal questions are is given in compliance with the provisions of the Ralph M. Brown Act ("Brown Act") (Chapter 9 [commencing with Section 54950] of Division 2 of Title 5 of the Government Code). Any vacancy caused by the removal of a Director shall be filled as provided by the Bylaws. If a chartering authority has appointed a representative to the Board pursuant to Education Code Section 47604(c), the governing Board of the chartering authority may remove that Director at any time, with or without cause.

**Section 14. VACANCIES FILLED BY BOARD.** Vacancies on the Board, except for a vacancy in the seat of the representative designated by the chartering authority, may be filled by approval of the Board of Directors or, if the number of Directors then in office is less than a quorum, by:¶

(a) the unanimous consent of the Directors then in office;¶

(b) the affirmative vote of a majority of the Directors then in office at a meeting held according to notice or waivers of notice complying with Corporations Code Section 5211; or¶

~~(c) a sole remaining Director.~~. A vacancy in the seat of the representative of the chartering authority shall be filled by the chartering authority.

**Section 15. COMPENSATION AND REIMBURSEMENT.** Directors shall serve without compensation except that they shall be allowed reasonable advancement or reimbursement of actual reasonable expenses incurred in carrying out his or her duties. Directors shall not otherwise be compensated.

**Section 16. NON-LIABILITY OF DIRECTORS.** No Director shall be personally liable for the debts, liabilities, or other obligations of the Corporation.

**Section 17. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS.** The Corporation and the Board shall comply with all applicable provisions of the Family Educational Rights and Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

## ARTICLE VII

## MEETINGS OF THE BOARD OF DIRECTORS

**Section 1. LOCATION OF BOARD OF DIRECTORS MEETINGS.** The Board may designate that a meeting be held at any place within the physical boundaries of the county in which the greatest number of pupils enrolled in Amethod Public Schools reside. A two-way teleconference location shall be established at each schoolsite. The Board of Directors shall audio record, video record, or both, all the governing board meetings and post the recordings on each charter school's internet website. All meetings of the Board shall be called, held and conducted in accordance with the terms and provisions of the ~~Ralph M.~~ Brown Act~~, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation~~ and Education Code Section 47604.1.

1.1. ~~Meetings by Telephone or Similar Communication Equipment~~Teleconference Meeting[1]. A teleconference meeting is a meeting in which one or more Directors attend the meeting from a remote location via telephone or other electronic means, transmitting audio or audio/video. Any meeting may be held by conference telephone or other communications equipment permitted by California Nonprofit Corporation Law and the Brown Act, and all Directors shall be deemed to be present in person at such meetings as long as all Directors participating in the meeting can communicate with one another and all other requirements of California Nonprofit Corporation Law and the Brown Act are satisfied. Such meeting must also be noticed and conducted in compliance with Section 54953(b) of the Brown Act, including without limitation the following:

(a) At a minimum, a quorum of the Board shall participate in the teleconference meeting from within the physical boundaries of the county in which the greatest number of pupils enrolled in Amethod Public Schools reside;

[1] Pursuant to Government Code Section 54953.8, the Corporation may use teleconferencing without complying with the requirements of paragraphs (a), (c), and (d) if the Corporation complies with the requirements of Sections 54953.8.2., 54953.8.3, or 54953.8.6.

(b) All votes taken during a teleconference meeting shall be by roll call;

(c) The Board shall post agendas at all teleconference locations with each such location being identified in the notice and agenda of the meeting;

(d) All locations where a Director participates in a teleconference meeting must be fully accessible to members of the public and shall be provided with an opportunity to address the Board directly at each teleconference location; ~~shall be listed on the agenda.~~

(e) Members of the public must be able to hear what is said during the meeting; ~~and shall be provided with an opportunity to address the Board directly at each teleconference location~~; and

(f) ~~The agenda shall indicate that m~~Members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.

**Section 2. ANNUAL MEETINGS.** ~~Pursuant to sufficient notice, t~~The Board shall hold an annual meeting for the purposes of organization, selection of D~~d~~irectors and officers, adoption of the regular Board meeting schedule, and the transaction of other business.

**Section 3. REGULAR MEETINGS.** The Board shall adopt a regular Board meeting schedule at the annual Board meeting. The regular Board meeting schedule may be revised as necessary by the Board of Directors. The Chair shall have the authority to reschedule a regular meeting as necessary to establish a quorum of Directors. ~~Regular meetings of the Board shall be held at regularly scheduled times as established by the majority of the Board, unless otherwise noted. Such meeting shall comply with the notice and open meeting requirements of the Brown Act (Govt. Code section 54950~~5490, et seq.) ~~and Education Code Section 47604.1.¶~~

**Section 4. SPECIAL MEETINGS.** Special meetings of the Board for any purpose may be called at any time by the Chair of the Board, if there is such an officer~~, the Vice-Chair, the Secretary,~~ or ~~any two~~ or a majority of the Board of Directors. If a Chair has not been elected then the Vice-Chair is authorized to call a special meeting in place of the Chair. The party calling a special meeting shall determine the place, date, and time thereof.

**Section 5. NOTICE OF MEETINGS.**

**5.1. Notice of Regular or Annual Meetings.** At least seventy-two (72) hours before an annual meeting or a regular meeting, the Board, or its designee, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. A brief general description of an item generally need not exceed twenty (20) words. The agenda shall specify the time and location of the meeting. ~~and shall be posted in a location that is freely accessible to members of the public, as well as on either the Corporation's or the charter school's website homepage with a prominent and direct link. The posting of the agenda and the contents of the agenda shall be in accordance with Section 54954.2 of the Brown Act.~~ No action or discussion shall be undertaken at any annual or regular meeting on any item not appearing on the posted agenda, except as set forth in Section 54954.2 of the Brown Act. Writings distributed to a majority of the Board less than 72 hours before a regular meeting and that relate to an agenda item shall be made available to the public at the same time pursuant to Government Code Section 54957.5.

**5.2. Notice of Special Meetings.**

**5.2.1 Manner of Giving Notice.** Notice of the time and place of all regular and special meetings shall be given to each Director by one of the following methods:

(a) Personal Delivery of written notice;

(b) First-class mail, postage paid;

(c) Telephone, including a voice messaging system or other system or technology designed to record and communicate messages; or

(d) Facsimile, electronic mail ("e-mail") or other means of electronic transmission if the recipient has consented to accept notices in this manner.

All such notices shall be given or sent to the Director's address, phone number, facsimile number or e-mail address as shown on the records of the Corporation.

Notice of the time and place of all regular and special meetings shall be given to members of the public in the following ways:

(a) Posting on the Corporation's website homepage with a prominent and direct link;

(b) Posting in a location freely accessible within the charter schools' jurisdiction to members of the public.

The posting of the agenda and the contents of the agenda shall be in accordance with Section 54954.2 of the Brown Act.

**5.2.2. Time Requirements.** Notices of special meetings of the Board sent by first-class mail shall be deposited in the United States mail at least 72 hours before the time set for the meeting. Notices given by personal delivery, telephone, or electronic transmission shall be delivered, telephoned, or transmitted at least twenty four (24) hours before the time set for the meeting. In addition to the foregoing, notice of the meeting shall comply with Section 54956 of the Brown Act, and the call of the meeting and notice shall also be posted at least twenty four (24) hours prior to the special meeting in a location within the charter schools' jurisdiction that is freely accessible to members of the public and on the Corporation's website homepage with a prominent and direct link.

**5.2.3. Notice of Content.** The call and notice of a special meeting of the Board shall state the time and place of the special meeting and the business to be transacted or discussed. No other business shall be considered at the special meeting. The notice of a special meeting shall comply with the requirements for special meetings set forth in The Brown Act.

**Section 6. EMERGENCY MEETINGS.** If there is an "emergency situation," as defined in Section 54956.5 of the Brown Act, involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with either the 24 hour posting requirement of Section 54956 of the Brown Act or both of the notice and posting requirements. The emergency meeting must be noticed and held in compliance with Section 54956.5 of the Brown Act.

**Section 7. QUORUM AND ACTION OF THE BOARD.**

**7.1. Quorum.** A majority of the ~~voting~~ Directors then in office shall constitute a quorum for the transaction of business, except adjournment.

**7.2. Minimum Vote Requirements for Valid Board Action.** Every action taken or decision made by a majority vote of the Directors then in office at a duly held meeting at which a quorum is present shall be the act of the Board, unless a greater number is expressly required by California Nonprofit Corporation Law, the Articles of Incorporation or these Bylaws. A meeting at which a quorum is initially present but due to the withdrawal of Directors, is no longer present, may not transact business; those Directors present may either: (a) elect to continue as a committee; or (b) adjourn to a future date. Directors may not vote by proxy.

**Section 8. WAIVER OF NOTICE.** Notice of a meeting need not be given to any Director who, either before or after the meeting, signs a waiver of notice, a written consent to the holding of the meeting, or an approval of the minutes of the meeting. The waiver or notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings. Notice of a meeting need not be given to any Director who attends the meeting and does not protest, before or at the commencement of the meeting, the lack of notice to him or her.

**Section 9. ADJOURNMENT.** A majority of the Directors present, whether or not a quorum is present, may adjourn any Board of Directors meeting to another time or place. ~~If a meeting is adjourned for more than twenty-four (24) hours, n~~Notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the Directors who were not present at the time of the adjournment, and to the public in the manner prescribed by ~~any applicable public open meeting law~~the Brown Act.

**Section 10. CONFLICT OF INTEREST**.

a) Contracts with Directors: The Corporation shall not enter into a contract or transaction in which a D~~d~~irector directly or indirectly has a material financial interest (nor shall the ~~Resolute Academy enter not~~Corporation enter into any contract or transaction with any other corporation, firm association, or other entity in which one or more of the Corporation's D~~d~~irectors are directors and have a material financial interest.)

b) Contracts with Non-Director Designated Employees: The Corporation shall not enter into a contract or transaction in which a non-D~~d~~irector designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest ~~in compliance with Government Code Section 1090, et seq., as set forth in Education Code Section 47604.1,~~ unless all of the requirements in the Corporation's Conflict of Interest Code have been fulfilled and all applicable conflict of interest laws have been complied with.

**Section 11. STANDARD OF CARE.** A Director shall perform all duties of a Director, including duties as a member of any committee of the Board on which the Director may serve, in good faith, in a manner the Director believes to be in the best interests of the Corporation and with such care, including the duty to make reasonable inquiries, as an ordinarily prudent person in a like situation would use under similar circumstances.

In performing the duties of a Director, a Director may rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

a. One or more officers or employees of the Corporation whom the Director believes to be reliable and competent in the matters presented;

b. Legal counsel, independent accountants or other persons as to matters that the Director believes to be within such person's professional or expert competence; or

c. A committee of the Board upon which the Director does not serve, that is composed exclusively of any or any combination of the persons listed in a. and b., as to matters within its designated authority, provided the Director believes that the committee merits confidence and the Director acts in good faith, after reasonable inquiry when the need therefore is indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.

Except with respect to assets that are directly related to the Corporation's charitable programs, the Board shall avoid speculation in investing, reinvesting, purchasing, acquiring, exchanging, selling and managing the Corporation's investments. Instead, the Board is to consider the permanent disposition of funds, the probable income, the probable safety of the Corporation's capital, and is to comply with the express terms of the instrument or agreement, if any, pursuant to which the assets were contributed to the Corporation.

**Section 12. CONDUCT OF MEETINGS.** Meetings of the Board shall be presided over by the Chair, or, if there is no Chair or the Chair is absent, the Vice-Chair or, in the absence of each of these persons, by a chair of the meeting, chosen by a majority of the Directors present at the meeting. The Secretary shall act as secretary of all meetings of the Board, provided that, if the Secretary is absent, the presiding officer shall appoint another person to act as secretary of the meeting. Meetings shall be governed by rules of procedure as may be determined by the Board from time to time, insofar as such rules are not inconsistent with or in conflict with these Bylaws, with the Articles, or with any provisions of law applicable to the Corporation.

**Section 13. RULES OF PROCEDURE.** All meetings of the Board and of the committees shall be conducted in accordance with Robert's Rules of Order. Notwithstanding the foregoing, failure to follow Robert's Rules of Order at any meeting shall not affect the validity of any corporate action otherwise in compliance with the California Corporations Code, the Articles of Incorporation, Bylaws, and any applicable corporate resolutions.

**Section 14. LOANS TO DIRECTORS AND OFFICERS**. The Corporation shall not lend any money or property to, or guarantee the obligation of any Director or officer ~~without the approval of the California Attorney General~~; provided, however that the Corporation may advance money to a Director or officer of the Corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that Director or officer would be entitled to reimbursement for such expenses by the Corporation.

**Section 15. TRAINING.** Every Director who has not previously served on the Corporation's Board must commence attendance at a comprehensive, authorized training(s) regarding Board governance within 12 months of joining the Board as a Director.

## ARTICLE VIII

## COMMITTEES

**Section 1. CREATION AND COMPOSITION OF COMMITTEES.** The Board may, by resolution adopted by a majority of the Directors then in office, create one or more Board Committees

("Committees"), each consisting of two or more Directors~~, and no persons who are not Directors~~, to serve at the discretion of the Board. Only committees comprised solely of directors may exercise delegated authority of the Board. Any two Committees or any particular duties of a Committee may be combined, in the interest of efficiency or management. Unless otherwise directed by the Board, Committees are empowered only to consider and make recommendations upon matters referred to them by the Board. ~~All Committees shall be composed of at least one board member.~~ By majority vote of the Committee members, each committee shall elect one of its members ~~who are also Board members~~ to act as chair of the committee. Any Committee, to the extent provided in the resolution of the Board and allowed by law, may be given the authority of the Board except that no Committee may:

~~(a) approve any action for which the California Nonprofit Corporation Law also requires approval of the members or approval of a majority of all members;¶~~

(a~~b~~) fill vacancies on the Board or in any Committee which has the authority of the Board;

~~(c) fix compensation of the Director for serving on the Board or on any Committee;¶~~

(b~~d~~) amend or repeal any resolution of the board which by its express terms is not so amendable or repealable;

(c~~e~~) appoint any other Committees or the members of these Committees;

~~(f) expend corporate funds to support a nominee for Director after more person have been nominated than can be elected; or¶~~

~~(g) approve any transaction (i) between the Corporation and one or more of its Director or (ii) between the Corporation and any entity in which one or more of its directors have a material financial interest.¶~~

To facilitate the consideration and management of the Corporation under the Charter and as a corporate legal entity, the following Board and advisory c~~C~~ommittees may be created as set forth within this section:

a. Executive Committee. The Executive Committee shall have the power to act in all matters pertaining to the Corporation, as directed by the Board, and working in concert with the goals established by the committees, shall determine the Corporation's short-range and long-range goals. The Executive Committee shall review annually the conditions of employment of the Chief Executive Officer or Principal. The Executive Committee shall be composed of the Chair, Vice-Chair and such other members of the Board as the Board may elect.

b. Audit Committee: The Corporation shall have an audit committee consisting of at least one Director and may include nonvoting advisors. Directors who are employees or officers of the Corporation ~~or who receive, directly or indirectly in any consulting, advisory or other compensatory fee from the Corporation (other than for service as a Director)~~ may not serve on audit committee. The audit committee shall perform the duties and adhere to the guidelines set forth in the audit committee description as amended from time to time by the board. Such duties include: (1) Assisting the Board in choosing an auditor, if necessary; (2) Negotiating the auditor's compensation; (3) Conferring with the auditor regarding the Corporation's financial affairs; and (4) Reviewing and accepting or rejecting the audit.

c. Finance Committee: The Board Chair shall select the chair of the finance committee. The Treasurer should be a member of the committee. The Finance Committee shall be responsible for developing, recommending, and reviewing fiscal procedures, for the preparation and review of financial reports and projections of revenues and expenses, subject to approval by the Bboard.

d. Other Committees of the Board: Other committees may, from time to time, be designated by resolution of the Board. Such other Committees may consist of persons who are not also members of the board. These additional cCommittees shall act in an advisory capacity only to the Bboard and shall be clearly titled "advisory" committees.

**Section 2. MEETINGS AND ACTION OF COMMITTEES.** Meetings and action of cCommittees shall be governed by, and held and taken in accordance with, the provisions of Article VIII concerning meetings of Directors, with such changes in the context of Article VIII as are necessary to substitute the cCommittee and its members for the Board and its members, except that the time for regular meetings of cCommittees may be determined by resolution of the Board, and special meetings of cCommittees may also be called by resolution of the Board. Minutes shall be kept of each meeting of any cCommittee and shall be filed with the corporate records. The cCommittee shall report to the Board from time to time as the Board may require. The Board may adopt rules for the governance of any cCommittee not inconsistent with the provisions of these Bylaws. In the absence of rules adopted by the Board, the cCommittee may adopt such rules.

**Section 3. QUORUM RULES FOR COMMITTEES.** A majority of the cCommittee members shall constitute a quorum for the transaction of cCommittee business, except to adjourn. A majority of the cCommittee members present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Every act taken or decision made by a majority of the cCommittee members then in office at a meeting duly held at which a quorum is present shall be regarded as an act of the cCommittee, subject to the provisions of the California Nonprofit Corporation Law relating to actions that require a majority vote of the entire Board. Each cCommittee will hold its meetings in compliance with the Brown Act.

**Section 4. REVOCATION OF DELEGATED AUTHORITY.** The Board may, at any time, revoke or modify any or all of the authority that the Board has delegated to a Committee, increase or decrease (but not below two) the number of members of a Committee, and fill vacancies in a Committee from the members of the Board.

**Section 5. ADVISORY COMMITTEES.** The Board may create one or more advisory committees to serve at the pleasure of the Board. The action to create such advisory committees must be made pursuant to Brown Act requirements, meaning at a publicly noticed meeting with the item on the agenda. Appointments to such advisory committees need not, but may be, Directors. The Board shall appoint and discharge advisory committee members. All actions and recommendations of an advisory committee shall require ratification by the Board before being given effect. These advisory committee meetings are not subject to the notice and posting requirements of the Brown Act so long as the committee is comprised solely of Board members; consists of less than ~~the number of Board members who, if present at a meeting, would be able to make a decision~~a quorum of Directors; is not a standing committee with continuing subject matter jurisdiction; ~~a defined purpose and a time frame to accomplish that purpose;~~ and is advisory.

## ARTICLE IX

## OFFICERS OF THE CORPORATION

**Section 1. OFFICERS OF THE CORPORATION.** The officers of the Corporation ("Officers") shall be a Chair, Vice-Chair, Chief Executive Officer ("CEO"), Secretary and Treasurer. The Corporation may also have, at the Board's discretion, one or more assistant secretaries, one or more assistant treasurers and such other officers as the Board may appoint. Other than the Chair and Vice-Chair, these persons may, but need not be, selected from among the Directors.

**Section 2. DUPLICATION OF OFFICE HOLDERS.** Any number of offices may be held by the same person, except that neither the Secretary, nor the Treasurer, may serve concurrently as the Chair of the Board or the CEO.

**Section 3. ELECTION OF OFFICERS.** The Officers shall be chosen annually by the Board during the first meeting of the fiscal year, and shall serve at the discretion of the Board until his or her successor shall be elected, or his or her earlier resignation or removal.

**Section 4. TERM OF CHAIR AND VICE-CHAIR.** The Chair and the Vice-Chair shall serve for a term of three (3) years. ~~one (1) year~~. The Chair and Vice-chair may serve a maximum of two (2) consecutive terms in the same office. ~~Any officer may be removed at any time, with or without cause, by the affirmative vote of a majority of the Board.~~

**Section 5. REMOVAL OF OFFICERS.** Subject to the rights, if any, of an Officer under any contract of employment, any Officer may be removed, with or without cause (i) by the Board, at any regular or special meeting of the Board or at the annual meeting of the Corporation; or (ii) by an Officer on whom such power of removal may be conferred by the Board.

**Section 6. RESIGNATION OF OFFICERS.** Any officer may resign at any time by giving written notice to the Corporation. The resignation shall take effect on the date the notice is received or at any later time specified in the notice; and, unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to the rights, if any, of the Corporation under any contract to which the Officer is a party.

**Section 7. VACANCIES IN OFFICE.** A vacancy in any office due to death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointment to that office, provided that such vacancies shall be filled as they occur and not on an annual basis.

**Section 8. RESPONSIBILITIES OF OFFICERS.**

**Section 8.1. Chair.** The Chair of the Corporation shall preside at all meetings of the Board and exercise and perform such other powers and duties as may from time to time be assigned to ~~him~~ the Chair by the Board or prescribed by these B~~b~~ylaws. The Chair shall serve as the principal liaison between the Board and the CEO. ~~Subject to the supervisory powers as the Board may give to the Chair of the Board, if any, the Chair shall, subject to the control of the Board, and in conjunction with the officers of the Charter School, shall assist in supervising and directing the business, activities, affairs and the Officers of the Corporation.~~

**Section 8.2. Vice-Chair.** In the absence or disability of the Chair, the Vice-Chair, if any, shall perform all duties of the Chair. When so acting, the Vice-Chair shall have all powers of and be subject to all

restrictions on the Chair. The Vice-Chair shall have such other powers and perform such other duties as the Board or the Bylaws may prescribe.

**Section 8.3. CEO.** Subject to the control of the Board, the CEO shall be the chief executive officer and general manager of the Corporation and shall have general supervision, direction and control of the business and officers of the Corporation. He or she shall have the general power and duties of management usually vested in the office of chief executive officer of a corporation and shall have such other powers or duties as may be prescribed by the Board or these Bylaws. Subject to such limitations as may be imposed by the Board, any powers or duties vested in the CEO may be delegated by him or her to such subordinates as he or she may choose.

**Section 8.4. Secretary.** The Secretary of the Corporation attend to the following:

**8.4.1. Bylaws.** The Secretary shall certify and keep or cause to be kept at the principal office of the Corporation the original or a copy of these Bylaws as amended to date.

**8.4.2. Minute Book.** The Secretary shall keep or cause to be kept a minute book as described herein in Article XV.

**8.4.3. Notices.** The Secretary shall give, or cause to be given, notice of all meetings of the board in accordance with these Bylaws.

**8.4.5. Corporate Records.** Upon request, the Secretary shall exhibit or cause to be exhibited at all reasonable times to any Director, or to his or her agent or attorney, these Bylaws and the minute book.

**8.4.6. Corporate Seal.** The Secretary shall keep or cause to be kept the seal of the Corporation, if any, in safe custody, and shall have such other powers and perform such other duties incident to office of Secretary as may be prescribed by the Board or these Bylaws.

**Section 8.5. Treasurer.** The Treasurer of the Corporation shall attend to the following:

**8.5.1. Books of Account.** The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the Corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The books of account shall be open to inspection by any Director at all reasonable times.

**8.5.2. Financial Reports.** The Treasurer shall send or cause to be given to the Directors such financial statements and reports as are required to be given by law, by these Bylaws, or by the Board.

**8.5.3. Deposit And Disbursement Of Money And Valuables.** The Treasurer shall deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board may designate, shall disburse the Corporation's funds as the Board may order, shall render to the Chair, the CEO, and the Board, when requested, an account of all transactions as Treasurer and of the financial condition of the Corporation, and shall have such other powers and perform such other duties as the Board or the Bylaws may prescribe.

**8.5.4. Bond.** If required by the Board, the Treasurer shall give the Corporation a bond in the amount of and with the or sureties specified by the board for faithful performance of the duties of his or her office and for restoration to the Corporation of all its books, papers, vouchers, money, and other property of

every kind in his or her possession or under his or her control on his or her death, resignation, retirement, or removal from the office.

**Section 9. COMPENSATION OF OFFICERS.**

**9.1.** Salaries Fixed By Board. The salaries of Officers of the Corporation shall be fixed from time to time by resolution of the Board. In all cases, any salaries received by Officers of the Corporation shall be reasonable and given in return for services actually rendered for the Corporation. No salaried Officer of the Corporation may serve as a Director.

**9.2.** Fairness Of Compensation. The Board shall periodically review the fairness of compensation, including benefits, paid to every person, regardless of title, with powers, duties, or responsibilities comparable to the CEO, or chief financial officer: (i) once such person is hired; (ii) upon any extension or renewal of such person's term of employment, and (iii) when such person's compensation is modified.

## ARTICLE X

## INDEMNIFICATION

**Section 1.** INDEMNIFICATION. To the fullest extent permitted by law, the Corporation shall indemnify its Directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the Corporation by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board of Directors by any person seeking indemnification under Corporations Code Section 5238 (b) or Section 5238 (c) the Board of Directors shall promptly decide under Corporations Code Section 5238 (e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board of Directors shall authorize indemnification.~~DEFINITIONS. For the purpose of this Article XII,¶~~

~~**1.1. Agent.** "Agent" means any person who is or was a Director, officer, employee, or other agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, or was a director, officer, employee, or agent of a foreign or domestic corporation which was a predecessor corporation of the Corporation or of another enterprise at the request of such predecessor corporation.¶~~

~~**1.2. Proceeding.** "Proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative, or investigative.¶~~

~~**1.3. Expenses.** "Expenses" includes, without limitation, all reasonable attorneys' fees, costs and any other expenses reasonably incurred in the defense of any claims or proceedings against an Agent by reason of his or her position or relationship as Agent and all attorneys' fees, costs and other expenses reasonably incurred in establishing a right to indemnification under this Article XII.¶~~

~~**Section 2. APPLICABILITY OF INDEMNIFICATION PROVISIONS.¶**~~

**2.1. Successful Defense by Agent.** To the extent that an Agent has been successful on the merits in the defense of any proceeding referred to in this Article XII, or in the defense of any claim, issue, or matter therein, the Agent shall be indemnified against expenses actually and reasonably incurred by the Agent in connection with the claim.¶

**2.2. Settlement or Unsuccessful Defense by Agent.** If an Agent either settles any proceeding referred to in this Article XII, or any claim, issue, or matter therein, or sustains a judgment rendered against him, then the provisions of Section 3 through Section 7 shall determine whether the Agent is entitled to indemnification.¶

**Section 3. ACTIONS BROUGHT BY PERSONS OTHER THAN THE CORPORATION.** This Section 3 applies to any proceeding other than an action "by or on behalf of the Corporation" as defined in Section 4 below. Such proceedings that are not brought by or on behalf of the Corporation are referred to in this Section 3 as "Third Party proceedings."¶

**3.1. Scope of Indemnification in Third Party Proceedings.** Subject to the required findings to be made pursuant to Section 3.2 the Corporation may indemnify any person who was or is a party, or is threatened to be made a party, to any Third Party proceeding, by reason of the fact that such person is or was an Agent, for all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceeding.¶

**3.2. Required Standard Of Conduct For Indemnification in Third Party Proceedings.** Any indemnification granted to an Agent in Section 3.1 above is conditioned on the following: the Board must determine, in the manner provided hereof, that the Agent seeking reimbursement acted in good faith, in a manner he or she reasonably believed to be in the best interest of the Corporation, and, in the case of a criminal proceeding, he or she must have had no reasonable cause to believe that his or her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or in a manner he or she reasonably believed to be in the best interest of the Corporation or that he or she had reasonable cause to believe that his or her conduct was unlawful.¶

**Section 4. ACTION BROUGHT BY OR ON BEHALF OF THE CORPORATION.** This Section 4 applies to any proceeding brought (i) by or in the right of the Corporation, or (ii) by an Officer, Director or person granted relator status by the Attorney General, or by the Attorney General, on the ground that the defendant Director was or is engaging in self-dealing within the meaning of section 5233 of the California Nonprofit Corporation Law, or (iii) by the Attorney General or person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust (any such proceeding is referred to in these Bylaws as a proceeding "by or on behalf of the Corporation").¶

**4.1. Scope Of Indemnification In Proceeding By Or On Behalf Of The Corporation.** Subject to the required findings to be made pursuant to Section 4.2 and except as provided in Sections 4.3 and 4.4, the Corporation may indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding by or on behalf of the Corporation, by reason of the fact that such person is or was an Agent, for all expenses actually and reasonably incurred in connection with the defense or settlement of such action.¶

**4.2. Required Standard Of Conduct For Indemnification In Proceeding By Or On Behalf Of The Corporation.** Any indemnification granted to an Agent in Section 4.1 is conditioned on the following:

The Board must determine, in the manner provided in Section 5 hereof, that the Agent seeking reimbursement acted in good faith, in a manner he or she believed to be in the best interest of the Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.¶

**4.3. Claims Settled Out Of Court.** If any Agent settles or otherwise disposes of a threatened or pending action brought by or on behalf of the Corporation, with or without court approval, the Agent shall receive no indemnification for amounts paid pursuant to the terms of the settlement or other disposition. Also, in cases settled or otherwise disposed of without court approval, the Agent shall receive no indemnification for expenses reasonably incurred in defending against the proceeding, unless the proceeding is settled with the approval of the Attorney General.¶

**4.4. Claims And Suits Awarded Against Agent.** If any Agent is adjudged to be liable to the Corporation in the performance of the Agent's duty to the Corporation, the Agent shall receive no indemnification for amounts paid pursuant to the judgment, and any indemnification of such Agent under Section 4.1 for expenses actually and reasonably incurred in connection with the defense of that action shall be made only if both of the following conditions are met:¶

(a) the determination of good faith conduct required by Section 4.2 must be made in the manner provided for in Section 5 hereof; and¶

(b) upon application, the court in which the action was brought must determine that, in view of all of the circumstances of the case, the Agent is fairly and reasonably entitled to indemnity for the expenses incurred. If the Agent is found to be so entitled, the court shall determine the appropriate amount of expenses to be reimbursed.¶

**Section 5. DETERMINATION OF AGENT'S GOOD FAITH CONDUCT.** The indemnification granted to an Agent in Section 3 and Section 4, hereof, is conditioned on the findings required by those Sections being made by:¶

(a) the Board by a majority vote of the Directors then in office, not counting any vote of parties to the proceeding; or¶

(b) the court in which the proceeding is or was pending. Such determination may be made on application brought by the Corporation or the Agent or the attorney or other person rendering a defense to the Agent, whether or not the application by the Agent, attorney, or other person is opposed by the Corporation.¶

**Section 6. LIMITATIONS.** No indemnification or advance shall be made under this Article XII, except as provided in Section 2 or Section 7(b), in any circumstances when it appears:¶

(a) that the indemnification or advance would be inconsistent with a provision of the Articles of Incorporation, as amended, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or¶

(b) that the indemnification would be inconsistent with any condition expressly imposed by a court in approving a settlement.¶

¶

~~**Section 7. ADVANCE OF EXPENSES.** Expenses incurred in defending any proceeding may be advanced by the Corporation before the final disposition of the proceeding on receipt of an undertaking by or on behalf of the Agent to repay the amount of the advance unless it is determined ultimately that the Agent is entitled to be indemnified as authorized in this Article XII.¶~~

**Section 28. CONTRACTUAL RIGHTS OF NON-DIRECTORS AND NON-OFFICERS.** Nothing contained in this Article XII shall affect any right to indemnification to which persons ~~other than Directors and Officers of the Corporation, or any of its subsidiaries,~~ may be entitled by contract or otherwise.

**Section 39. INSURANCE.** The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any Agent, as defined in this Article XII, against any liability asserted against or incurred by any Agent in such capacity or arising out of the Agent's status as such, whether or not the Corporation would have the power to indemnify the Agent against the liability under the provisions of this Article XII.

~~Pursuant to the purchase and maintenance of such insurance, any indemnification under this Article shall be made by the Corporation only if authorized in the specific case, upon a determination that indemnification of the Agent is proper in the circumstances because the Agent has met the applicable standard of conduct set forth in Section 7 of this Article XII, by:¶~~

~~a majority vote of the Directors then in office, not counting any vote of parties to such proceeding; or¶~~

~~the court in which such proceeding is or was pending upon application made by the Corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by the Corporation.¶~~

## ARTICLE XI

## MAINTENANCE OF CORPORATE RECORDS

**Section 1. MAINTENANCE OF CORPORATE RECORDS.** The Corporation shall keep:

a. Adequate and correct books and records of account;

b. Written minutes of the proceedings of its members, Board, and committees of the Board; and

c. Such reports and records as required by law.

**Section 2. INSPECTION BY DIRECTORS.** Every Director shall have the absolute right at any reasonable time to inspect the Corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary, if any, as permitted by California and federal law. The inspection may be made in person or by the Director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

~~**Section 3. ACCOUNTING RECORDS AND MINUTES.** On written demand on the Corporation, any Director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board and committees of the Board at any reasonable time for a purpose reasonably related to the Director's interest as a Director. Any such inspection and copying may be made in person or by the Director's agent or attorney. This right of inspection extends to the records of any subsidiary of the Corporation.¶~~

**Section 3~~4~~. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS.** This C~~c~~orporation shall keep at its principal California office the original or a copy of the A~~a~~rticles of I~~i~~ncorporation and B~~b~~ylaws, as amended to the current date, which shall be open to inspection by the Directors at all reasonable times during office hours. ~~If the corporation has no business office in California, the Secretary shall, on the written request of any Director, furnish to that Director a copy of the articles of incorporation and bylaws, as amended to the current date.~~

## ARTICLE XII

## ENDORSEMENT OF DOCUMENTS; CONTRACTS

**Section 1. ENDORSEMENT OF DOCUMENTS; CONTRACTS.** Any contract or conveyance made in the name of the Corporation which is authorized or ratified by the Board or done within the scope of authority conferred by the Board or within the agency power of the Officer executing it, except as the Board's authority is limited by law, binds the Corporation and the Corporation acquires rights thereunder whether the contract is executed wholly or in part.

## ARTICLE XIII

## REQUIRED REPORTS

**Section 1. ANNUAL REPORTS.** The Board of Directors shall cause an annual report to be sent to itself (the Board) within 120 days after the end of the Corporation's fiscal year. That report shall contain the following information, in appropriate detail:

a. The assets and liabilities, including the trust funds, or the Corporation as of the end of the fiscal year;

b. The principal changes in assets and liabilities, including trust funds;

c. The Corporation's revenue or receipts, both unrestricted and restricted to particular purposes;

d. The Corporation's expenses or disbursement for both general and restricted purposes;

e. Any information required under these B~~b~~ylaws; and

f. An independent accountant's report or, if none, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the Corporation's books and records.

This requirement of an annual report shall not apply if the Corporation receives less than $25,000 in gross receipts during the fiscal year, provided, however, that the information specified above for inclusion in an annual report must be furnished annually to all Directors and to any member who requests it in writing.

**Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS.** The Corporation will comply with Corporations Code section 6322.~~As part of the annual report to the Board, or as a separate document if no annual report is issued, the Corporation shall, within 120 days after the end of the Corporation's fiscal year, annually prepare and mail or deliver to each Director and furnish to each Director a statement of any transaction or indemnification of the following kind:¶~~

~~a. Any transaction (i) in which the Corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than $50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than $50,000. For this purpose, an "interested person" is either:¶~~

~~1) Any Director or officer of the Corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or¶~~

~~2) Any holder of more than 10 percent of the voting power of the Corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the Corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.¶~~

~~b. Any indemnification or advances aggregating more than $10,000 paid during the fiscal year to any officer or Director of the Corporation as permitted under these bylaws, unless the indemnification has already been approved by the Directors under Corporations Code Section 5238(d)(2).¶~~

## ARTICLE XIV

## OTHER PROVISIONS

**Section 1. CONSTRUCTION AND DEFINITIONS.** Unless the context requires otherwise the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law and in the California Nonprofit Public Benefit Law shall govern the construction of these Bylaws. Without limiting the generality of foregoing, words in these Bylaws shall be read as the masculine or feminine gender and as the singular or plural, as the context requires. The term "person" includes both a legal entity and a natural person. The captions and headings in these Bylaws are for convenience of reference only and are not intended to limit or define the scope or effect of any provision.

**Section 2. AMENDMENT OF BYLAWS.** The Board may adopt, amend, or repeal these Bylaws by a majority vote of the Directors then in office at a meeting duly held at which a quorum is present, except that no amendment shall change any provisions of any charter governing any charter school operated as or by the Corporation or make any provisions of these Bylaws inconsistent with such charter, the Corporation's Articles of Incorporation, or any laws.

**Section 3. VALIDITY OF INSTRUMENTS.** Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance or other written instrument and any assignment or endorsement ~~thereof executed or entered into between the Corporation and any other person, shall be valid and binding on the Corporation when signed by the Chair, Vice-Chair, CEO, Chief Financial Officer, Secretary or Treasurer of the Corporation unless the other person has actual knowledge that the signing officers had no authority to execute the same. Any such instruments~~ may be signed by any other person(s) and in such manner and from time to time shall be determined by the Board and, unless so

authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement, to pledge its credit, or to render it liable for any purpose or amount.

**Section 4. FISCAL YEAR.** The fiscal year of the Corporation shall be July 1, through June 30 or as set by the Board.

**CERTIFICATE OF SECRETARY**

I certify that I am the duly elected and acting Secretary of the Amethod Public Schools, a California Nonprofit Public Benefit Corporation; that these Bylaws are the Bylaws of this Corporation as adopted by the Board of Directors on June 6, 2006, and amended on _____, 2026. .

Executed on _____ ~~January 18, 2023~~ at Richmond, California.

_____

Secretary, Board of Directors

4922-5054-4051, v. 1

# Coversheet

## Review and Consideration of Approval of Salary Bands 2026-2027

| | |
|---|---|
| **Section:** | V. Business II |
| **Item:** | BI. Review and Consideration of Approval of Salary Bands 2026-2027 |
| **Purpose:** | Vote |
| **Submitted by:** | |
| **Related Material:** | AMPS School Site Salary Bands 2627 6.11.2026.pdf<br>AMPS School Site Stipends 2627 6.11.2026.pdf<br>AMPS Home Office Salary Bands 2627 6.11.2026.pdf |

| 2026-27 School Site Salary Bands | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **1100 Teacher Certificated** | | | | | ***25/26 Bachelor's Degree*** | | ***25/26 Master's Degree*** | |
| Classification | Role | **Cert** | **Years of Experience** | **Years at AMPS** | **Salary Low** | **Salary High** | **Salary Low** | **Salary High** |
| 1100 Teacher Cert - Band 0 | In-house LT Substitute | 30-day Sub | 0+ | | **$62,000** | **$64,000** | **$63,000** | **$65,000** |
| 1100 Teacher Cert - Band 1 | Teacher | STSP/PIP/Emergency | 0+ | | **$65,000** | **$67,500** | **$66,500** | **$69,000** |
| 1100 Teacher Cert - Band 2 | Teacher | Intern Permit | 0+ | | **$66,000** | **$68,500** | **$67,500** | **$70,000** |
| 1100 Teacher Cert - Band 3 | Teacher | Prelim | 0+ | | **$70,000** | **$73,000** | **$71,500** | **$74,500** |
| 1100 Teacher Cert - Band 4 | Teacher | Clear | 3+ | | **$77,000** | **$84,000** | **$79,500** | **$85,500** |
| 1100 Teacher Cert - Band 5 | Teacher | Clear | 6+ | | **$81,000** | **$88,000** | **$83,500** | **$89,500** |
| 1100 Teacher Cert - Band 6 | Teacher | Clear | 9+ | | **$85,000** | **$95,000** | **$86,500** | **$96,500** |
| 1100 Teacher Cert - Education Specialist | Education Specialist | | | | **$72,500** | **$80,000** | **$74,000** | **$81,500** |
| **1300 Admin Certificated** | | | | | **Salary Low** | **Salary High** | | |
| 1300 Admin Certificated | Assistant Principal | | | | **$95,000** | **$110,000** | | |
| 1300 Admin Certificated | Dean of Culture | | | | **$95,000** | **$105,000** | | |
| 1300 Admin Certificated | Dean of Students | | | | **$95,000** | **$105,000** | | |
| 1300 Admin Certificated | Dean of Instruction | | | | **$95,000** | **$105,000** | | |
| 1300 Admin Certificated | Intern Principal | | | | **$115,000** | **$125,000** | | |
| 1300 Admin Certificated | Principal | | | | **$125,000** | **$145,000** | | |
| **2100 Instructional Aides** | | | | | **Salary Low** | **Salary High** | | |
| 2100 Instructional Aides | SPED Paraprofessionals | | | | **$25.00** | **$30.00** | | |
| 2100 Instructional Aides | Instructional Aide | | | | **$22.50** | **$25.00** | | |
| 2100 Instructional Aides | Expanded Learning Tutor | | | | **$20.00** | **$25.00** | | |
| 2100 Instructional Aides | Expanded Learning Coordinator | | | | **$65,000** | **$75,000** | | |
| **2200 Support Classified** | | | | | **Salary Low** | **Salary High** | | |
| 2200 Support Classified | Lunch/Traffic Assistant | ServSafe Food Certification | | | ***$20.00*** | ***$22.00*** | | |
| 2200 Support Classified | Lunch Manager | ServSafe Food Manager | | | ***$23.00*** | **$26.00** | | |
| **2400 Classified Program Support** | | | | | **Salary Low** | **Salary High** | | |
| 2400 Classified Program Support | Community Schools Manager | | | | **$85,000** | **$100,000** | | |
| 2400 Classified Program Support | Community Schools Coordinator/Family Coordinator | | | | **$75,000** | **$82,500** | | |
| 2400 Classified Program Support | School Counselor (PPS) | PPS, ERMHS | | | **$72,000** | **$82,000** | | |
| 2400 Classified Program Support (2200 per CI) | College Advisor (HS only) | | | | **$69,000** | **$75,000** | | |
| 2400 Classified Program Support | Admin Assistant | | | | **$24.00** | **$26.00** | | |
| 2400 Classified Program Support | Registrar | | | | **$25.00** | **$29.00** | | |

| **STIPEND OPTIONS*** | |
|---|---|
| Administrative Credential Stipend | $1,250 per semester |
| Afterschool Club (High Schools) | $50 per occurrence |
| ASES Function/Club | $50 per occurrence |
| Athletic Director (High School only) | $2,500 per semester |
| Department Lead/Grade Level Lead | $1,250 per semester |
| Induction/Credential Mentoring | $1,250 per mentee, per semester |
| Paras Substitute Teaching for Teacher Absence (1-4 days) | $50/Day on top of their regular pay |
| Paras Substitute Teaching for Vacancy (5+ days) | $100/Day on top of their regular pay |
| Referral Bonus | $500 after referral begins at AMPS |
| | $500 after referral completes first year only |
| Relocation | $1,500 reimbursement if relocating more than 150 miles |
| Saturday School/School Function (2 hr minimum) - Salaried | $50/hr per occurrence |
| Sports Assistant Coach (HS) | $2,000 per sport per season |
| Sports Assistant Coach (MS) | $1,000 per sport per season |
| Sports Head Coach (HS) | $3,250 per sport per season |
| Sports Head Coach (MS) | $1,500 per sport per season |
| Summer School Teacher (Full) | $60/hr |
| Summer School Tutor (Full) | Regular hourly rate |
| Teacher planning for vacancy | $100/week per extra subject that the teacher is not already teaching |
| Teacher teaching 3 preps/subjects | $2,000 per semester |
| Teachers substituting one period | $50/Day (can only sub one extra period per day) |
| * hourly rate, if applicable, or stipend, whichever is greater | |

| 2026/27 Home Office Salary Bands | | | | |
|---|---|---|---|---|
| **Position** | **Hourly or Salary** | **Exempt or Non Exempt** | **Salary Low** | **Salary High** |
| Technician/Custodial | Hourly | Non Exempt | **$24** | **$30** |
| Administrative Assistant | Hourly | Non Exempt | **$24** | **$26** |
| Lead Custodian/Maintenance | Hourly | Non Exempt | **$30** | **$35** |
| Associate (incl. Admin Asst) | Hourly | Non Exempt | **$25** | **$38** |
| Coordinator (incl. Exec Asst) | Salary | Exempt | **$70,000** | **$85,000** |
| Manager/Specialist | Salary | Exempt | **$85,000** | **$105,000** |
| Assistant Director | Salary | Exempt | **$105,000** | **$120,000** |
| Director | Salary | Exempt | **$120,000** | **$140,000** |
| Senior Director | Salary | Exempt | **$140,000** | **$175,000** |
| C-Level | Salary | Exempt | **$175,000** | **$210,000** |
| CEO | Salary | Exempt | **per Compensation Study** | |

* home office extra duty stipends per CEO approval

# Coversheet

## Review and Consideration of Approval of Board Meeting Calendar 2026-2027

**Section:** V. Business ll
**Item:** BJ. Review and Consideration of Approval of Board Meeting Calendar 2026-2027
**Purpose:** Vote
**Submitted by:** Adrienne Barnes
**Related Material:** AMPS Board Meeting Calendar 2026-2027.pdf

BACKGROUND:

Board Meeting calendar as proposed.

RECOMMENDATION:

Staff recommends approval.

Amethod Public Schools

# 2026-2027 Board Meeting Calendar

LOCATION: Home Office Board Room
1450 Marina Way South Richmond, CA. 94804

| DATE | TIME |
|---|---|
| August 13, 2026* | 6:00 P.M. |
| August 27, 2026 | 6:00 P.M. |
| September 17, 2026 | 6:00 P.M. |
| October 15, 2026 | 6:00 P.M. |
| November 30, 2026 | 6:00 P.M. |
| December 10, 2026 | 6:00 P.M. |
| January 21, 2027 | 6:00 P.M. |
| February 25, 2027 | 6:00 P.M. |
| March 18, 2027* | 6:00 P.M. |
| April 15, 2027 | 6:00 P.M. |
| May 20, 2027 | 6:00 P.M. |
| June 14, 2027 | 6:00 P.M. |

Note:

- All meetings are held in accordance with the Brown Act
- All meetings are accessible for remote viewing online via our school website
- Meeting times and locations are subject to change - changes will be posted in accordance with the Brown Act
- Board Trainings and Conferences are held throughout the year and are not reflected on this schedule
- * Meetings are held at the discretion of the Board.

Board Adopted: