AIMS K-12 College Prep Charter District

Governance Committee Monthly Meeeting

Date and Time

Tuesday June 2, 2020 at 6:00 PM PDT

Location

Zoom

https://zoom.us/j/98650492338

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Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**6:00 PM**
	Opening Items			
	A. Call the Meeting to Order			1 m
	B. Record Attendance and Guests	Vote		2 m

		Purpose	Presenter	Time
C.	Public Comments on Non-Action Items	Discuss		5 m

Public Comment on Non-Action Items is set aside for members of the Public to address the items on the Board's agenda prior to each agenda item. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff. **Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section). Please enter all questions via Zoom chat feature.**

D. Public Comments on Action Items 5 m

Public Comment on Action Items is set aside for members of the Public to address the items on the Board's agenda prior to each agenda item. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff. **Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section). Please enter all questions via Zoom chat feature.**

II. Action Items **6:13 PM**

Governance

A.	AB 1835, AB 1982, AB 2485	Vote	Board President Cook	15 m

AB 1835 (Weber) Education finance: local control funding formula: supplemental and concentration grants –
Legislation to implement the Bureau of State Auditor's Local Control Funding Formula (LCFF) audit recommendations to ensure that supplemental and concentration grant funding is properly spent on unduplicated pupils. CCSA is supporting this legislation as we believe it is consistent with the intent of LCFF to support our highest-need students.

AB 1982 (Cunningham) Teacher credentialing: basic skills proficiency test: exemption –
Legislation that would provide flexibility in teacher credentialing by exempting teacher candidates from the California Basic Educational Skills Test (CBEST) if they have a B or better in qualifying higher education coursework. CCSA is supporting this legislation as we support further credentialing flexibility for our schools.

		Purpose	Presenter	Time
	AB 2485 (Kalra) Teacher credentialing: subject matter competence – Similar to AB 1982, legislation that would provide flexibility in teacher credentialing by allowing teacher candidates to demonstrate subject matter competence by completing higher education coursework in the subject matters related to the content area of the credential. Similar to AB 1982, CCSA is supporting this legislation as we support further credentialing flexibility for our schools.			
B.	AIMS 2020-2021 Calendar Calendar Document	Vote	Superintendent Woods-Cadiz	
C.	Employment Contracts Contracts	Vote	Delicia Moghadam	5 m

III. Closed Session — 6:33 PM

A.	Public Comment on Closed Session Items Public Comment on Closed Session Items is set aside for members of the Public to address the items in this section prior to closed session. The Committee will not respond or take action in response to **Public Comment, except that the Committee may ask clarifying questions or direct staff. Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed twenty (20) minutes (10 minutes per section).**	FYI		10 m
B.	Closed Session Items Anticipated Litigation	Vote	Toni Cook	30 m
C.	Reconvene from Closed Session	Vote		2 m

IV. Closing Items — 7:15 PM

A.	Items for Next Agenda - - - - -	FYI		

		Purpose	Presenter	Time
B.	Adjourn Meeting	Vote		
C.	NOTICES	FYI		

The next regular meeting of the Board of Directors is scheduled to be held on June 16, 2020, at 6:30 pm. AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Marisol Magana has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings at AIMS. Please notify Marisol Magana at (510)220-9985 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.

I, _____ hereby certify that I posted this agenda on the AIMS website on, _____, at _____ PM.
Certification of Posting

Coversheet

AB 1835, AB 1982, AB 2485

Section:	II. Action Items
Item:	A. AB 1835, AB 1982, AB 2485
Purpose:	Vote
Submitted by:	
Related Material:	Bill.Analysis,AB1982_Assembly Education_ (1).pdf Bill.Analysis.AB1835_Assembly Education_ (1).pdf Bill.Analysis.AB2485_Assembly Education_ (1).pdf

Date of Hearing: May 6, 2020

ASSEMBLY COMMITTEE ON EDUCATION
Patrick O'Donnell, Chair
AB 1982 (Cunningham) – As Introduced January 23, 2020

SUBJECT: Teacher credentialing: basic skills proficiency test: exemption

SUMMARY: Authorizes a teacher credential applicant to demonstrate the basic skills proficiency by earning a grade of "B" or better in qualifying coursework, or through a combination of qualifying coursework and existing exams, in lieu of a basic skills proficiency exam. Specifically, **this bill**:

1) Authorizes a teacher credential applicant to demonstrate proficiency in basic reading, writing, and mathematics skills in the English language by earning at least a letter grade of "B" in qualifying coursework determined by a credential preparation program to sufficiently serve as an alternative indicator of proficiency in basic skills.

2) Defines "qualifying coursework" to mean a course or courses taken at a regionally accredited institution of higher education for academic credit that applies toward the requirements for an associate's degree, baccalaureate degree, or higher degree.

3) States that qualifying coursework does not include professional development or continuing education units, inservice training or workshops, or courses where credits do not apply toward the requirements for an associate's degree, baccalaureate degree, or higher degree.

4) Authorizes a teacher credential applicant to demonstrate proficiency in basic skills through a combination of qualifying coursework and other existing exemptions.

EXISTING LAW:

1) Prohibits the Commission on Teacher Credentialing (CTC) to issue a credential, permit, certificate, or renewal of an emergency credential to a person to serve in the public schools unless the person has demonstrated proficiency in basic reading, writing, and mathematics skills in the English language. (Education Code (EC) 44252)

2) Requires the CTC to exempt the following persons from the basic skills proficiency test requirement:

    a) A person credentialed solely for the purpose of teaching adults in an apprenticeship program.

    b) An applicant for an adult education designated subject credential for other than an academic subject.

    c) A person credentialed in another state who is an applicant for employment in a school district in this state who has passed a basic skills proficiency examination administered by the state where the person is credentialed.

d) A person credentialed in another state who is an applicant for employment in a school district in this state who has passed a basic skills proficiency examination that has been developed and administered by the school district offering that person employment, by cooperating school districts, or by the appropriate county office of education. Requires that the applicant be granted a nonrenewable credential, valid for not longer than one year, pending fulfillment of the basic skills proficiency.

e) An applicant for a child care center permit or a permit authorizing service in a development center for the handicapped if the holder of the permit is not required to have a baccalaureate degree.

f) The holder of a credential, permit, or certificate to teach, other than an emergency permit, who seeks an additional authorization to teach.

g) An applicant for a credential to provide service in the health profession.

h) An applicant who achieves scores on the writing, reading, and mathematics sections of the College Board SAT Reasoning Test, the enhanced ACT Test, or the California State University Early Assessment Program that are sufficient to waive the English placement test and the entry level mathematics examination administered by the California State University.

i) An applicant for an eminence credential. (EC 44252)

3) Requires the CTC to administer the California basic skills proficiency test (CBEST) in accordance with rules and regulations adopted by the CTC. Requires a fee to be charged to individuals being tested to cover the costs of the test, including the costs of developing, administering, and grading the test. Requires the amount of the fee to be established by the CTC to recover the cost of examination administration and development. (EC 44252.5)

4) States that an individual who passes the state basic skills proficiency test, as adopted by the Superintendent, is considered proficient in the skills of reading, writing, and mathematics, and is not be required to be retested by this test for purposes of meeting the proficiency requirements. (EC 44252.5)

5) States that an individual who passes one or more components of the CBEST in the subjects of basic reading, writing, or mathematics shall be deemed to have demonstrated his or her proficiency in these subject areas and shall not be required to be retested in these subjects during subsequent test administrations. (EC 44252.5)

FISCAL EFFECT: Unknown

COMMENTS:

Need for the bill. According to the author, "California is facing an unprecedented teacher shortage. The hurdles that are needed to become a credentialed teacher in California have multiplied, increasing costs and burdens on candidates. One of the most arbitrary hurdles, the CBEST, is a costly and ineffective measurement of future teacher performance. Multiple peer reviewed studies confirm that there is no association between the CBEST and teacher

performance. Only about 65% of applicants pass CBEST on the first try. This means that a test that has been proven to have little relevance to teacher performance is turning away almost 40% of interested applicants. The test also serves as a financial barrier requiring a $102 fee to test, as well as a plethora of other fees for extra copies of scores (needed for multiple applications), and late registration fees if you don't sign up a full 7 months in advance. California's teacher shortage affects school districts of every size, everywhere in our state. Given the shortage, we should be reducing barriers to entry into the profession. The state shouldn't needlessly force successful college students to take a costly test that bears no relation to teaching quality, and that serves more as a wall than a gate."

What is the California Basic Educational Skills Test (CBEST)? The CBEST is designed to test basic reading, mathematics, and writing skills found to be important for the job of an educator; the test is not designed to measure the ability to teach those skills. There are exemptions from passage of the CBEST exam for certain types of teachers and for applicants who have passing scores on other exams, such as Advanced Placement exams and college admissions exams. All teacher candidates must demonstrate basic skills by passing the CBEST or through one of the existing exemptions. There are currently no coursework options to satisfy the basic skills requirement.

COVID-19 implications. COVID-19, also known as "coronavirus", is a respiratory illness caused by a novel virus that has spread worldwide. Tens of thousands of community-acquired cases have been confirmed in California, and 1,000 individuals have died in the state. State officials gain more understanding of COVID-19's epidemiology, clinical course, immunogenicity, and other factors as time progresses, and the situation is changing daily. Reported illnesses have ranged from mild to severe, including illness resulting in death. Older people and people with certain underlying health conditions like heart disease, lung disease and diabetes, for example, seem to be at greater risk of serious illness.

As of March 2020, public K-12 schools in California closed for the remainder of the 2019-20 school year in order to stop the spread of COVID-19, resulting in several months of unplanned school closures and loss of instructional time. With the unprecedented COVID-19 crisis, creative solutions that increase opportunity for teacher candidates to achieve their credentials are needed more urgently than ever. Due to nation-wide shelter in place orders, CBEST testing is not currently available.

Possible periodic resurgences of the COVID-19 pandemic may necessitate increased caution and potentially reinforced social distancing measures in the 2020-2021 academic year and beyond. Because of this, the current CBEST suspension may be extended or repeated in the upcoming year. Data from the CTC for the last three years indicate that on average of 37,000 teacher candidates take the CBEST exam each year. The current and possibly ongoing/repeated suspension of CBEST exams due to the COVID-related closure of testing centers will have a significant impact on the number of teacher candidates who take and pass the exam. Unless alternative pathways for candidates to demonstrate basic skills competency are provided, the suspension of CBEST testing will massively compound the existing teacher shortage.

Recent CTC Actions. According to the CTC, the Basic Skills/CBEST requirement (BSR) will be deferred for up to one year for applicants or candidates using the CBEST examination route to meeting this requirement. The BSR will not be required for program entry. Education Code Section 44252.8 allows the Commission to defer the Basic Skills Requirement due to 'justifiable'

reason (such as the COVID-19 pandemic). Those individuals who have the CBEST deferred will have up to one year to satisfy the Basic Skills requirement. By statute, this deferral cannot be granted to candidates who have taken the CBEST previously and failed the examination.

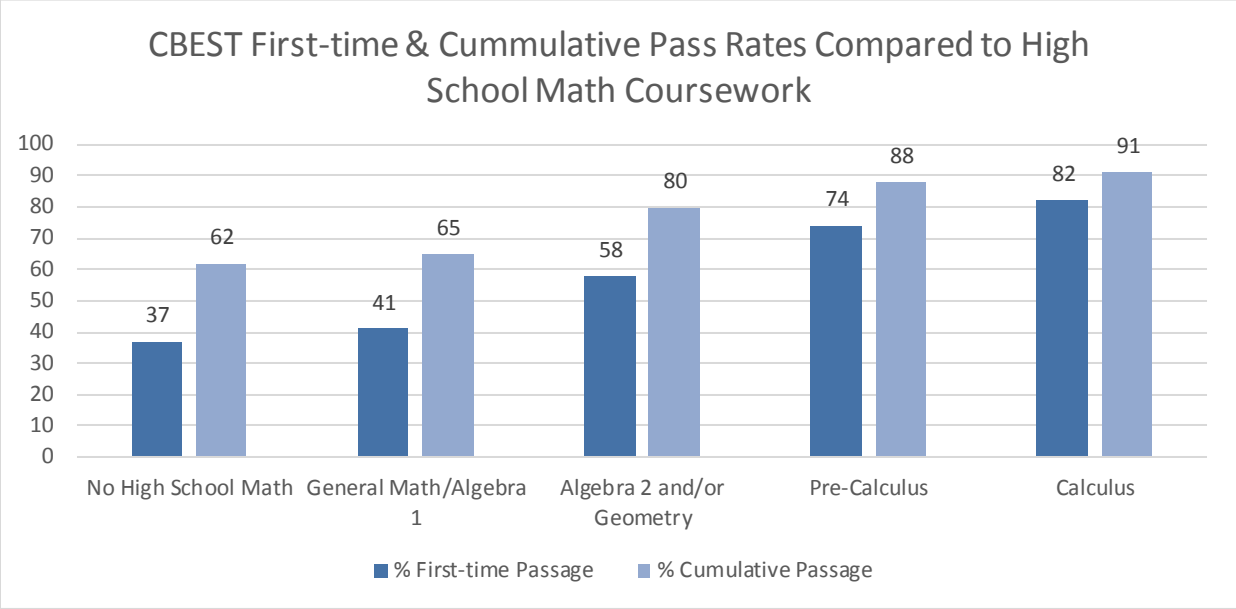
What the research says about the CBEST. Researchers indicate "the pathway to becoming a teacher in California loses a significant share of candidates at each testing juncture: Overall, at least 40% of those who initially intend to teach are unable to move forward at some testing juncture, and in some fields, including mathematics and science, this includes well over half of those who initially intended to teach. Of these assessments, only the Teacher Performance Assessment (TPA) has been shown to be related to teachers' effectiveness in the classroom. Given that candidates also reported that the tests are a financial hurdle and a logistical challenge, there is no doubt that they have a noticeable impact on the pipeline for becoming a teacher in the state." (Darling-Hammond, Sutcher, Carver-Thomas, 2018)

Research further finds that "there are five major problems with the CBEST and other required teacher tests: (1) establishing appropriate passing standards; (2) using pass-fail scores as the only criterion for career entry; (3) redundant testing; (4) fairness of standardized skill testing for the handicapped; and (5) impact on the future ethnic composition of professional school staff." (Watkins, 1985)

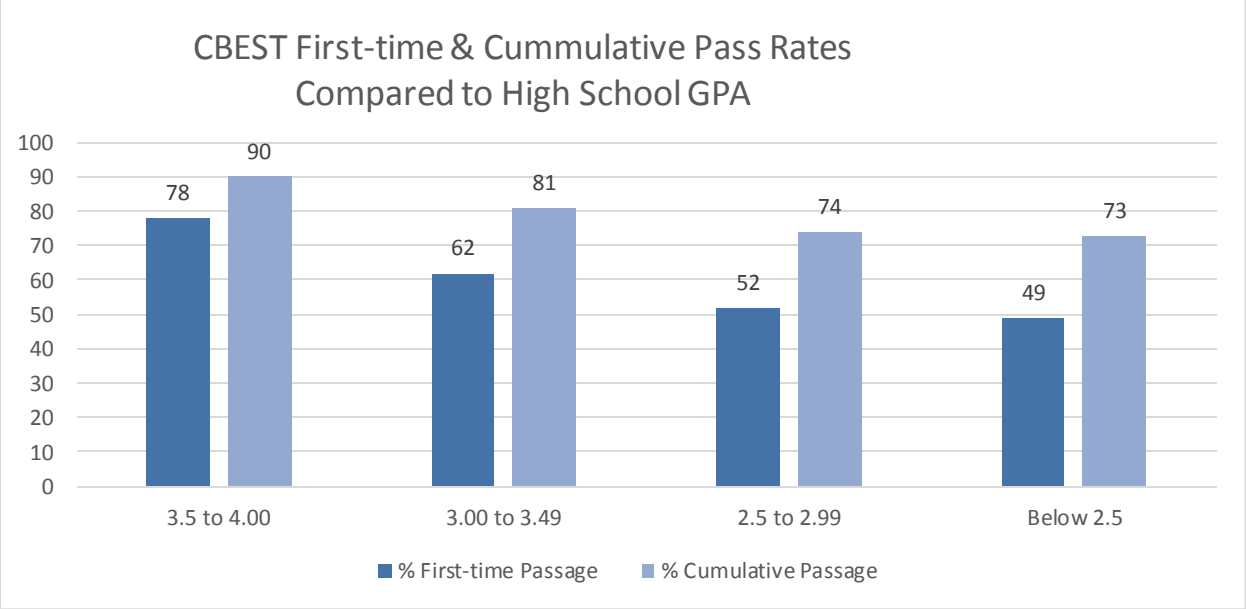
Likewise researchers find, "teacher licensure test scores are unrelated to teacher success in the classroom. Similarly, student achievement is unaffected by whether classroom teachers have advanced degrees." (Buddin & Zamarro, 2008)

CBEST passing rates. The graphs below, based on data from the CTC, show disparities in passage rates based on the applicant's ethnicity, high school grade point average, and level high school math coursework. The exam has an overall first time passage rate of 67.6% and the first time passage rate varies by ethnicity and gender. The first-time passage rate for women is just 65%, while the first-time passage rate for men is 72%.

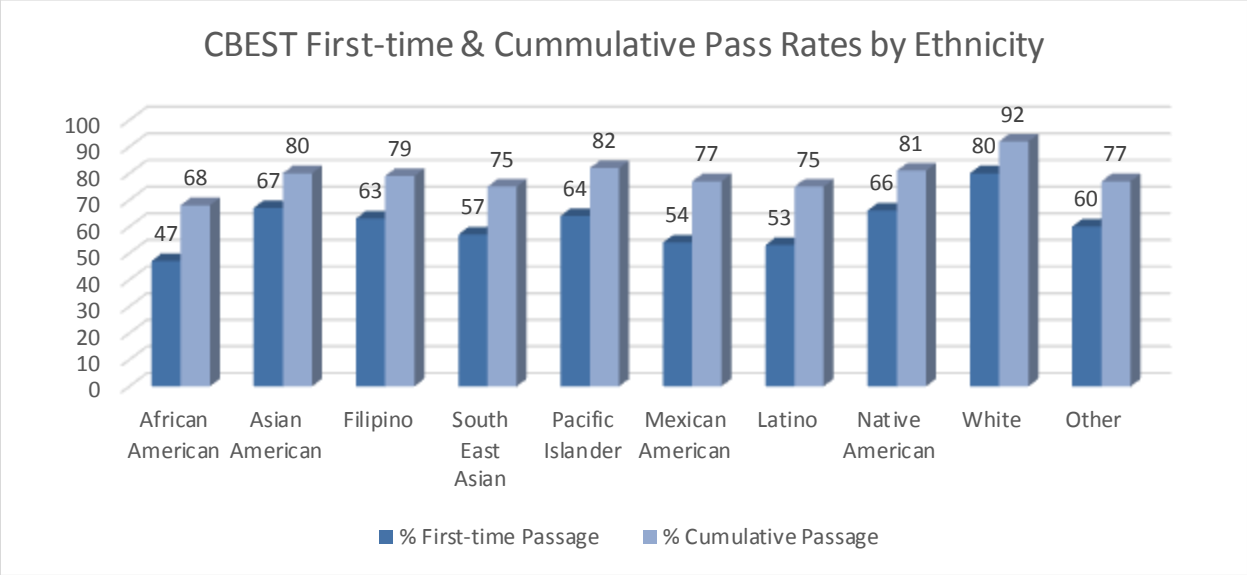
The CBEST math section includes fractions, decimals and percentages, algebra, word problems, order of operations and basic geometry. With this in mind, the graph below notes that students who completed high school calculus had only a 81.5% first time passage rate. Students who completed high school pre-calculus had only a 74% first time passage rate. Similarly, the chart shows that students who completed algebra 2 and/or geometry, which is generally the level of math tested on the CBEST exam, only had a 58% first-time passage rate.



The chart below shows that 78% of students who earned a high school GPA between 3.5 and 4.0 passed the CBEST the first-time.



The chart below shows significant variance in the passage rates on CBEST by ethnicity ranging from a 47% first-time passage rate for African American applicants, while white applicants have an 80% first-time passage rate.



Association of Mexican-American Educators v. California. A court case was filed shortly after the CBEST exam began in 1982. The plaintiffs were the Association of Mexican-American Educators, the California Association for Asian-Pacific Bilingual Education, the Oakland Alliance of Black Educators, and eight individuals. In this class action, the plaintiffs challenged the use of the CBEST as a requirement for certification to teach in the California public schools. The plaintiffs contended that the CBEST requirement violated Titles VI and VII of the Civil Rights Act of 1964 because it has a disparate impact on African-Americans, Latinos, and Asians. Defendants, while conceding that the CBEST results in some adverse impact on the plaintiff class, argued that the test is valid because it tests job-related skills and is justified by business necessity. In sum, the Court held that the defendants' requirement that plaintiffs pass the CBEST in order to obtain employment in the California public schools does not violate the plaintiffs' rights under Title VI or Title VII of the Civil Rights Act of 1964.

Subject matter competency coursework requirements. The CTC currently allows applicants to demonstrate subject matter competency through coursework. This bill mirrors many of the requirements of coursework that is acceptable for demonstrating subject matter knowledge, except this bill allows applicants to use coursework to demonstrate basic skills. The notable difference between the policies is that this bill requires a "B" or better in coursework to demonstrate basic skills and existing requirements allow for a "C" or better in coursework to demonstrate subject matter competency. According to the CTC, coursework as noted below qualifies for subject matter competency. Therefore, this bill establishes a higher threshold than other existing coursework options in the credentialing system.

According to the CTC, the following are the requirements to use coursework to demonstrate subject matter competency:

- completed with a grade of "C" or better
- applicable toward a bachelor's degree or a higher degree (non-remedial)
- taken at a regionally-accredited institution
- granted regular quarter or semester hour credit

- from the subject department of the subject matter authorization being sought

The following coursework may be used as long as it meets the criteria listed above:

- community college, correspondence, online, or extension coursework
- advanced placement units (requires an official transcript of the course and written verification from the college or university admission or registrar's office that the units were used towards a bachelor's degree and are in the subject category of the requested subject matter authorization)

Arguments in support. The California Charter Schools Association supports the bill and argues, "There currently are no non-test alternatives available to satisfy the Basic Skill Requirement. California needs to increase pathways to the teaching profession as well as diversify the pipeline. A report from the CTC shows test takers of color, typically have a lower passing score on the exam than their white counterparts. AB 1982 can use alternative measures, other than test-taking, to create a broader avenue to get credentialed."

Arguments in opposition. EdVoice opposes the bill and argues, "AB 1982 significantly lowers the bar by expanding current authorized exemptions beyond other objective assessment-based demonstrations of minimum basic skills competency, including scores from the SAT/ACT, AP exams, CSU EAP or CSU placement examination, basic skills exam from another state, or passing the California Subject Examination for Teachers (CSET), or teaching adults in nonacademic assignments, as specified. Under current law and regulations, the CTC determined passing scores on the CBEST or other alternative examinations remain valid indefinitely for the purpose of meeting the basic skills requirement."

Recommended Committee Amendments: Staff recommends the bill be amended to:
1) Specify that the CTC will determine, instead of the preparation programs, which coursework options will qualify for this exemption for out of state prepared educators.
2) Clarify that coursework must demonstrate basic reading, writing and math skills.
3) Clarify that applicants can satisfy the basic skills requirement by mixing and matching testing options with coursework options.
4) Add a December 31, 2023, sunset date to the provisions of this measure.

REGISTERED SUPPORT / OPPOSITION:

Support

California Charter Schools Association
California Federation of Teachers
California School Boards Association
California State PTA
California Teachers Association
Office of The Riverside County Superintendent of Schools
Public Advocates INC.
Riverside County Public K-12 School District Superintendents

Oppose

EdVoice

Analysis Prepared by: Chelsea Kelley / ED. / (916) 319-2087

Date of Hearing: May 6, 2020

ASSEMBLY COMMITTEE ON EDUCATION
Patrick O'Donnell, Chair
AB 1835 (Weber) – As Introduced January 6, 2020

SUBJECT: Education finance: local control funding formula: supplemental and concentration grants

SUMMARY: Requires each local educational agency (LEA) expend unspent supplemental and concentration Local Control Funding Formula (LCFF) grant funds toward services for unduplicated pupils in future years. Specifically, **this bill**:

1) Requires each LEA to identify unspent supplemental and concentration grant funds by annually reconciling and reporting to the California Department of Education (CDE) its estimated and actual spending of those moneys.

2) Requires unspent supplemental and concentration grant funds to be expended to increase and improve services for unduplicated pupils, and each LEA to report the amounts of unspent funds in its local control and accountability plan (LCAP).

3) Defines LEA as a school district, county office of education (COE), or charter school.

EXISTING LAW:

1) Establishes the LCFF, which provides school districts, charter schools, and county offices of education with a base level of funding plus additional funding based on the enrollment of pupils who are either English learners, low income, or in foster care. Pupils who fall into more than one category are counted only once for LCFF purposes, hence the term "unduplicated pupil."

2) Establishes supplemental grants, which are equal to 20% of the adjusted LCFF base grant multiplied by average daily attendance (ADA) and the percentage of unduplicated pupils in a school district or charter school.

3) Establishes concentration grants, which are equal to 50% of the adjusted LCFF base grant multiplied by ADA and the percentage of unduplicated pupils exceeding 55 percent of a school district's or charter school's enrollment.

FISCAL EFFECT: Unknown

COMMENTS:

Need for the bill. According to the author, "In the aftermath of COVID-19, California students will be facing a learning loss unlike anything we have ever seen in our State. During this critical time, it is more important than ever to ensure that funding meant to support our most vulnerable students will be used for that purpose. In a state where only 31.3% of black students and 37.3% percent of Latino students meet standards in English, we must make sure that the supplemental and concentration funds meant to assist these students retain their designation. AB 1835 will

provide the safeguards necessary to protect the critical educational support that these funds provide."

Local Control Funding Formula. The LCFF was established in the 2013-14 fiscal year to address the achievement gap by providing more equitable funding among LEAs by providing a higher level of funding to LEAs that enroll larger numbers of unduplicated pupils so they could provide those pupils with additional services and support. The LCFF consists of a base grant of the following amounts in 2019-20:

- $8,503 for grades K-3, which includes a 10.4% grade span adjustment for class size reduction;
- $7,818 for grades 4-6;
- $8,050 for grades 7-8; and
- $9,572 for grades 9-12, which includes a 2.6% grade span adjustment for college and career readiness.

In addition to the base grant, school districts and charter schools also receive funding for each enrolled pupil who is either an English learner, low income (as determined by eligibility for free- or reduced-price meals), or in foster care. These are referred to as "unduplicated" pupils, because pupils who fall into more than one of these categories are counted only once for LCFF purposes. Districts and charter schools receive an additional 20% of the base grant amount for each unduplicated pupil.

The concentration grant is provided to districts and charter schools that have a significant concentration of unduplicated pupils. The concentration grant is provided whenever the enrollment of unduplicated pupils exceeds 55% of total enrollment. The amount received is one-half of the district or charter school's total base grant multiplied by the amount by which the district's enrollment of unduplicated pupils exceeds 55%. For example, if a district's total base grant is $1 million and its unduplicated pupils enrollment is 70% of total enrollment, then its concentration grant would be $500,000 (one-half of its base grant of $1 million) times 15% (70% minus 55%), or $75,000.

Under current law, unspent supplemental and concentration funds carryover to a LEA's general fund in subsequent years. This bill proposes to require that carryover supplemental and concentration funds continue to be expended to increase and improve services for unduplicated pupils in future years, rather than revert to the LEA's general fund.

LCFF audit. In 2020, the California State Auditor completed an audit of the LCFF at the request of the Joint Committee on Legislative Audit. Three large districts were reviewed—Clovis Unified School District, Oakland Unified School District, and San Diego Unified School District. The State Auditor examined whether these districts used supplemental and concentration funds to provide services to the intended student groups and whether those services improved the intended student groups' educational outcomes.

The audit finding included:

- The State's approach to LCFF has not ensured that funding is benefiting intended student groups and closing achievement gaps.

- The State does not explicitly require districts to spend their supplemental and concentration funds on the intended student groups or to track their spending of those funds. Districts can treat any unspent supplemental and concentration funds in a given year as base funds in the following year and can use those funds for general purposes.

- Since fiscal year 2013–14, the deferral of full formula implementation to LCFF has caused the three districts we reviewed to identify $320 million as being part of their base funds rather than supplemental and concentration funds.

- Districts do not always include clear information in their LCAPs regarding their use of supplemental and concentration funds.

- Policymakers and stakeholders lack adequate information to assess the impact of supplemental and concentration funds on the educational outcomes of the intended student groups.

The audit report included the following recommendations for the Legislature:

To increase the transparency of LCAPs and ensure that stakeholders can provide an adequate level of oversight, the Legislature should amend state law to require districts and other LEAs to specify in their LCAPs the specific amounts of budgeted and estimated actual supplemental and concentration expenditures for each service that involves those funds.

To ensure that intended student groups receive the maximum benefit from supplemental and concentration funds, the Legislature should take the following actions:

- Amend state law to require districts and other LEAs to identify any unspent supplemental and concentration funds by annually reconciling the estimated amounts of these funds included in their LCAPs with the actual amounts of these funds the CDE reports having apportioned to them.

- Amend state law to specify that unspent supplemental and concentration funds at year-end must retain its designation to increase and improve services for intended student groups and be spent in a following year. The Legislature should also require districts and other LEAs to identify in their LCAPs for the following year the total amounts of any unspent supplemental and concentration funds. In addition, it should direct the State Board of Education to update the LCAP template to require districts and other local educational agencies to report in their LCAPs how they intend to use any previously unspent supplemental and concentration funds to provide services that benefit intended student groups.

To provide additional data for the State and other stakeholders and to align spending information with the dashboard indicators or other student outcomes, the Legislature shoud take the following actions:

- Require the CDE to update its accounting manual to direct districts and other LEAs to track and report to it the total amount of supplemental and concentration funds they receive and spend each year.

- Require the CDE to develop and implement a tracking mechanism that districts and other LEAs must use to report to it the types of services on which they spend their supplemental and concentration funds.

The Committee may wish to consider that the language in this bill is aligned to the final legislative recommendations of the State Auditor.

Local Control Funding Formula eligibility for Differentiated Assistance. Under the LCFF, LEAs including districts, COEs, and charter schools are eligible for differentiated assistance based on their performance on the California School Dashboard (Dashboard). The 2019 Dashboard was released on December 12, 2019, and based on results of state and local indicators, 333 districts and COEs are eligible for differentiated assistance. The districts and COEs that are eligible for differentiated assistance are geographically diverse and are located in 54 of California's 58 counties. The three student groups that continue to be in the greatest need of support are:

- Students with disabilities: 187 districts and COEs are eligible for differentiated assistance

- Foster youth: 101 districts and COEs are eligible for differentiated assistance

- Homeless students: 98 districts and COEs are eligible for differentiated assistance

The achievement gap. Studies show that the achievement gap has persisted, but changed over time. It narrowed in both reading and math from the early 1970s to the late 1980s, then widened in the early 1990s, but has been narrowing consistently since 1999 (Reardon, et al, 2014). According to Reardon, et al.:

> A relatively common question addressed in studies of racial/ethnic achievement gaps (particularly the black-white gap) is the extent to which the observed gaps can be explained by socioeconomic differences between the groups. [Research shows] that socioeconomic factors explain almost all (85 percent) of the black-white math gap, and all of the reading gap at the start of kindergarten.…By the third grade, however, …the same socioeconomic factors account for only about 60 percent of both the math and reading black-white gaps. This finding suggests that socioeconomic factors explain, in large part, the black-white differences in cognitive skills at the start of formal schooling, but do not account for the growth of the black-white gap as children progress through elementary school.

The Getting Down to Facts II studies report: "Difference between black and white students, and Latino and white students, are…greater in California than in most other states. However…family income is more predictive of achievement differences than race/ethnicity. The size of the [achievement] gap shrinks noticeably when student socioeconomic status is considered—and California's white-Latino gap become smaller than in other states. But the black-white gap persists and exceeds the gap in other states."

Low-Performing Students Block Grant. The Budget Act of 2018 established the Low-Performing Students Block Grant as a state education funding initiative with the goal of providing grant funds to LEAs serving pupils identified as low-performing on state English-language arts or mathematics assessments who are not otherwise identified for supplemental grant funding under the LCFF or eligible for special education services as defined in Education Code section 41570(d). For the 2018-19 school year, $300,000,000 in one-time funds was appropriated to establish the block grant, available for expenditure or encumbrance during fiscal years 2018-19, 2019-20, and 2020-21.

Related legislation. AB 1834 (Weber) of this Session would require, on or before January 1, 2021, the CDE to develop a tracking mechanism for LEAs to use to report the types of services on which they spend their supplemental and concentration and grant funds. Would further require each LEA to annually report to the CDE the types of services on which it spends it's supplemental and concentration grant funds using the CDE-developed tracking mechanism.

AB 575 (Weber) of this Session would have changed the definition of "unduplicated pupil" for LCFF purposes by adding a pupil who is classified as a member of the lowest performing subgroup or subgroups, as defined.

AB 1015 (Gipson) of this Session would have established the Opportunity Youth Reengagement Program as a grant add-on to the LCFF, based on the number of reengaged opportunity youth enrolled in the LEA, as defined.

AB 1215 (Carrillo) of this Session would have added pupils experiencing homelessness to the categories of unduplicated pupils for the purposes of the LCFF. The bill also required that pupils experiencing homelessness who are also classified as foster youth be counted twice for purposes of the LCFF.

AB 2635 (Weber) of the 2017-18 Session. Would have augmented the definition of "unduplicated pupil" for LCFF purposes by adding a pupil who is classified as a member of the lowest performing subgroup or subgroups, as defined.

AB 1840 (Committee on Budget), Chapter 426, Statutes of 2018, established the Low-Performing Students Block Grant as a state education funding initiative with the goal of providing grant funds to LEAs serving pupils identified as low-performing on state English-language arts or mathematics assessments who are not otherwise identified for supplemental grant funding under the LCFF or eligible for special education services. For the 2018-19 school year, $300 million was appropriated to establish the block grant.

REGISTERED SUPPORT / OPPOSITION:

Support

Abriendo Puertas/opening Doors
Alliance for a Better Community
Asian Americans Advancing Justice - California
California Association for Bilingual Education (CABE)
California Association for Health, Physical Education, Recreation & Dance
California Charter Schools Association Advocates (CCSAA)
California State PTA

Californians Together
Children Now
Children's Defense Fund-California
County of Los Angeles Board of Supervisors
Dolores Huerta Foundation
EdVoice
Families in Schools
Go Public Schools
Great Public Schools Now
Green DOT Public Schools California
L.A. Coalition for Excellent Public Schools
Los Angeles County Office of Education
Parent Organizing Network (PON)
Parent Revolution
Seal
Speak Up
Teach Plus
The Center for Juvenile Law and Policy
The Education Trust - West
The United Way of Greater Los Angeles
United Parents and Students

Opposition

None on file

Analysis Prepared by: Marguerite Ries / ED. / (916) 319-2087

Date of Hearing: May 6, 2020

ASSEMBLY COMMITTEE ON EDUCATION
Patrick O'Donnell, Chair
AB 2485 (Kalra) – As Introduced February 19, 2020

SUBJECT: Teacher credentialing: subject matter competence

SUMMARY: Authorizes a candidate for a preliminary multiple or single subject teaching credential to demonstrate subject matter competence by completing higher education coursework in the subjects related to the content area of the credential, or through a combination of higher education coursework, a subject matter program, and/or a subject matter examination, and requires basic competency in the use of computers in the classroom to be demonstrated only by completion of a program or course approved by the Commission on Teacher Credentialing (CTC). Specifically, **this bill**:

1) Authorizes a candidate for a preliminary multiple or single subject teaching credential to demonstrate subject matter competence through:

   a) Successful completion of coursework at one or more regionally accredited institutions of higher education that addresses each of the domains of the subject matter requirements adopted by the CTC in the content area of the credential.

   b) A combination of successfully completed coursework, completion of a subject matter program approved by the CTC, and/or passage of the California Subject Examinations for Teachers (CSET) that addresses each of the domains in the subject matter requirement adopted by the CTC in the content area of the credential.

2) Waives the subject matter examination (CSET) requirement for candidates who address each of the domains of the subject matter requirements by successfully completing higher education coursework, successfully completing a CTC-approved program, and/or passing CSET subtests.

3) Allows a program of professional preparation to review transcripts supplied by a candidate to confirm that each domain has been addressed in the completed coursework.

4) Requires the CTC to adopt regulations regarding the acceptance of higher education coursework as demonstration of subject matter competence. Prohibits the CTC from verifying a candidate's subject matter competence or waive the subject matter examination requirement based on the completion of higher education coursework until the CTC next adopts or revises regulations for this purpose.

5) Requires that competency in the use of computers in the classroom be demonstrated by successful completion of a CTC-approved program or course.

6) Makes technical and clarifying changes.

EXISTING LAW:

1) Requires the CTC to adopt examinations and assessments to verify the subject matter knowledge and competence of candidates for single subject teaching credentials. (Education Code (EC) 44282)

2) Requires the CTC to issue single subject teaching credentials only in fifteen specified subjects. (EC 44257)

3) Requires a subject matter examination authorizing a multiple subject teaching credential to include an examination of the candidate's knowledge in language studies, literature, mathematics, science, social studies, history, the arts, physical education, and human development. (EC 44282)

4) Requires, as part of the minimum requirements for the preliminary multiple or single subject teaching credential, demonstration of subject matter competence by completion of a CTC-approved subject matter program or the CSET. (EC 44259)

5) Requires, as part of the minimum requirements for the preliminary multiple or single subject teaching credential, a candidate to demonstrate basic competency in the use of computers in the classroom by successful completion of a CTC-approved course or successful passage of an assessment which is developed, approved, and administered by the CTC. (EC 44259)

6) Requires the CTC to waive the subject examination requirement for graduates of accredited public and private institutions of higher education who successfully complete subject matter programs specified by the CTC. (EC 44310)

7) Permits the CTC to require a candidate who is otherwise eligible for an examination waiver to take a subject matter examination for informational purposes only. (EC 44310)

FISCAL EFFECT: Unknown

COMMENTS:

Need for the bill. According to the author, "California is facing a significant teacher shortage and COVID19 will only exacerbate the shortage across the state. This pandemic will drastically affect all teaching positions, especially in the rural and urban areas where schools will be faced with many challenges. Credentialing programs are seeing a decline in enrollment, which only continues to increase the teacher shortage in our schools. As our state grapples with the impacts of this virus, we must come together to help Californians. Teachers and students will need all the assistance to overcome the impacts of COVID19, so by expanding the pathways for teacher credentialing opportunities, we can move in a direction to address the teacher shortage in our California schools."

What is the California Subject Examinations for Teachers (CSET)? California Subject Examinations for Teachers, referred to as CSET, are exams administered by the CTC to assess the subject matter competence of teacher candidates. Teacher candidates seeking a single or multiple subject teaching credential must demonstrate subject matter competency through completing a CTC-approved subject matter program, or by passing the CSET.

Elementary school teachers earn a multiple subject credential by passing a trio of subtests – in science and math; reading, language, literature, history, and social science; and physical education, human development, and visual and performing arts.

Middle and high school teachers earn single subject credentials by passing the CSET subject exam in the content area of the credential. The single subject CSET examinations consist of two to four subtests, depending on the candidate's subject area. Most of the CSET examinations consist of both multiple-choice and constructed-response items. Examinees can choose to take one or more subtests of a given content area within a single testing session; however, candidates must earn a passing score on each of the examination's subtests to pass the entire CSET.

The fee for registering to take the CSET ranges, but for most of the exams, the registration fee is $99 per subtest. The schedule of testing dates varies depending on the CSET subject area. The exams taken by the highest volume of candidates (multiple subject and single subject math, English, science, and social science) are offered year-round by appointment, Monday-Saturday, on a first come first served basis. For other single subject tests, the exam is offered by appointment during scheduled testing windows. Depending on the subject area, up to four 4-week testing windows are offered each year. For most foreign language exams, only one subtest may be scheduled at a time, and the required subtests may be offered with different frequency and during different testing windows. The exams are computer based and are offered at approximately 180 testing sites in California.

The requirement to pass the CSET is waived for candidates who demonstrate subject matter competence by passing CTC-approved subject matter programs. The CTC accredits institutions and approves programs that meet its adopted standards of quality and effectiveness. These programs span across all credential areas and are offered at nearly 50 accredited institutions across California.

What does the research say about CSET? Potential teachers in California are required to take four tests in order to earn their credential: a basic skills test (CBEST), subject test (CSET), reading instruction competence assessment (RICA), and teacher performance assessment (TPA). Research indicates that at least 40% of those who initially intend to teach are unable to move forward at some testing juncture, and in some fields, including mathematics and science, this includes well over half of those who initially intended to teach. Of these assessments, only the Teacher Performance Assessment (TPA) has been shown to be related to teachers' effectiveness in the classroom. Given that candidates also reported that the tests are a financial hurdle and a logistical challenge, there is no doubt that they have a noticeable impact on the pipeline for becoming a teacher in the state." (Darling-Hammond, Sutcher, Carver-Thomas, 2018).

To determine whether academic coursework is an effective alternative to the CSET for assessing subject matter competency, it is important to understand how subject matter expertise correlates to student achievement in the classroom, and how CSET scores and completion of academic coursework correlate to student achievement, and to each other.

According to research, subject matter expertise and subject-specific preparation may have positive impact on student achievement (Monk, King 1994; Goldhaber, Brewer 2000), particularly in mathematics, where researchers found that student performance increased with the amount of higher education math coursework the teacher had completed. However, given the small effects reported in these and other studies, the relationship between content knowledge and

teaching effectiveness is neither consistent nor clear. The research suggests that grade level and the specific content in question are important variables in understanding this relationship, with the most significant effects observed in science and math.

Another study looked at the correlation between performance on teacher licensure test scores and student achievement data in Los Angeles Unified School District (LAUSD) found "no indication that any of the teacher licensure scores affect student achievement. The measured basic skills, subject-matter knowledge, and reading pedagogy scores of elementary teachers are unrelated to student achievement." The study also found that student achievement was unaffected by whether classroom teachers have advanced degrees (Buddin, Zamarro 2008). However, the authors acknowledge there is a possibility that this lack of effect may be because the threshold for passing the subject matter exam is sufficiently high that variability in teacher expertise above the threshold is negligible.

Taken together, the existing data suggests that while subject matter expertise positively impacts student achievement, teacher credentialing subject matter exam scores do not correlate with student performance. The positive impact of teacher subject matter expertise on student performance, while small, was most pronounced for math and science classes—two of the subject areas with the lowest CSET passing rates.

In 2014, the CSET mathematics exam was updated to reflect the common core standards. Data from the CTC (shown in Figure 1) shows that examinees who have taken more undergraduate mathematics coursework have a higher chance of passing the updated CSET mathematics exam. This data indicates that in mathematics, completion of subject-area coursework is correlated to subject matter competency, as assessed by the CSET. Possessing an undergraduate degree in mathematics did not result in improved passing rates over students who had taken more than twenty-five credit hours of mathematics coursework but who did not major in mathematics.

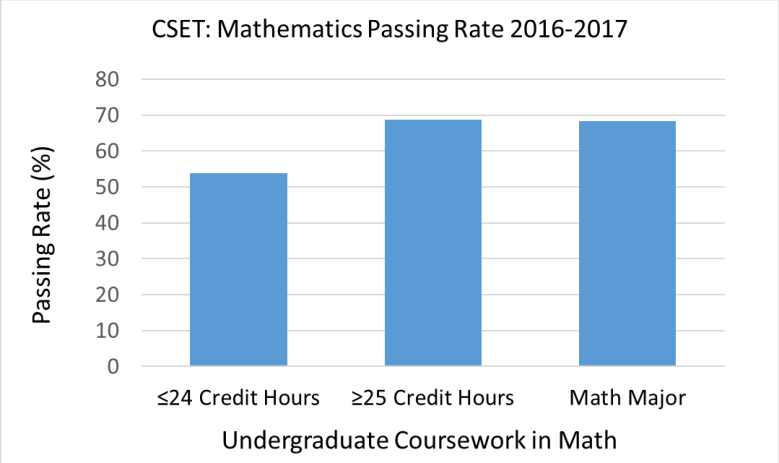


Figure 1: Examinees with more coursework hours in math passed the updated CSET math exam at significantly higher rates.

CSET, teacher shortages, and COVID-19. California is experiencing a shortage of qualified teachers. According to a report from the Learning Policy Institute, this shortage is due largely to a relatively stagnant supply of newly credentialed teachers in the face of rising demands from schools. In a 2017 survey of districts representing 25% of the State's enrollment, 80% of school districts reported a shortage in qualified teachers for the 2017-18 school year (Sutcher, Carver-Thomas, & Darling-Hammond).

The CTC waives the CSET requirement for candidates who have successfully completed a CTC-approved subject matter program, which are offered at nearly 50 institutes of higher education across California. These programs of higher education may be associated with degrees or majors

in the subjects, and are aligned with program standards specified by the CTC. Waiving the CSET requirement for candidates who successfully complete these programs indicates that, when the content is approved and aligned with CTC standards, the CTC accepts coursework as a valid way to demonstrate subject matter competence.

COVID-19, also known as "coronavirus", is a respiratory illness caused by a novel virus that has spread worldwide. Tens of thousands of community-acquired cases have been confirmed in California, and 2,000 individuals have died in the state. In March 2020, many states, including California implemented social distancing measures and state-wide stay-at-home-orders to mitigate the spread of the COVID-19 virus. This resulted in widespread closure of schools, retail stores, and restaurants, and the suspension of events and activities that would violate social distancing measures. To prioritize safety, the CTC has suspended testing at its Pearson VUE-owned test centers, which comprise the vast majority of testing sites, until at least April 30. According to the CTC website, other third-party testing sites, some of which may be located at colleges or universities, are making the determination to close or remain open based on state and local guidance.

Some standardized testing, including advanced placement exams for high school students, have transitioned to an online at-home format in response to the COVID-19 crisis. However, according to the CTC website, "Credentialing examinations may not be taken online from home for several reasons, including the need to maintain strict test security, the need to maintain a secure testing environment, the need to accommodate those candidates with approved alternative testing arrangements, the need to use the testing contractor's proprietary software delivery system matched to each candidate's profile and examination being taken, and complex uploading procedures for scoring purposes."

A model developed by researchers at Harvard predicts recurrent outbreaks of COVID-19 that may necessitate prolonged or intermittent social distancing measures into 2022 (Missler, Tedijanto et al, 2020). Because of this, the current CSET suspension may be extended or repeated in the upcoming year. Cumulative data from the CTC for the years 2003-2017 indicate that on average of 21,500 teacher candidates passed the CSET exam every year. The current and possibly ongoing/repeated suspension of CSET exams due to the COVID-related closure of testing centers will have a significant impact on the number of teacher candidates who take and pass the exam. By establishing additional options for how candidates can demonstrate subject matter competence, this bill provides the flexibility needed to ensure that CSET suspension does not unduly disrupt credentialing of qualified teachers in California in the uncertain era of COVID-19.

CSET passing rates. A 2018 report from the CTC showed that the cumulative CSET passing rate, for years 2003-2017 for all exams was 80.8%. The cumulative passing rate is the percentage of people who pass the test over a specific period of time, including those who have retaken the test more than once; therefore, the cumulative passing rate is higher than the annual passing rate for any given year. For 2016-2017, the total annual passing rate for all exams was 68.4%. The multiple subject exam was updated in 2014; the cumulative passing rate for 2014-2017 was 80.9%, while the annual passing rate for 2016-2017 was 72.2%.

CSET passing rates vary greatly with self-reported ethnicity of the examinee. While 78.5% of white students passed the multiple subjects CSET in 2016-2017, only 58.1% of African American, 58.8% of Hispanic American, 66.7% of Native American, and 72.9% of Asian

American examinees passed the exam. This 20% gap in passing rate between African American and white candidates calls into question whether the CSET exam poses a barrier to increasing teacher diversity in California.

The passing rate for single subject exams varies greatly between subject areas. While the cumulative passing rates from years 2003-2017 fall between 65-85% for most exams, the passing rate for English Language Development was only 7.9% while over 96% of examinees passed the subject tests for Italian and Preliminary Educational Technology.

The graph below (Figure 2) shows cumulative (2003-2017, except for tests that have been updated more recently than 2003) and annual (2016-2017) passing rates for some of the highest volume CSET exams. The difference between annual and cumulative passage rates indicates that many examinees retake the exam more than once before passing (data from CTC).

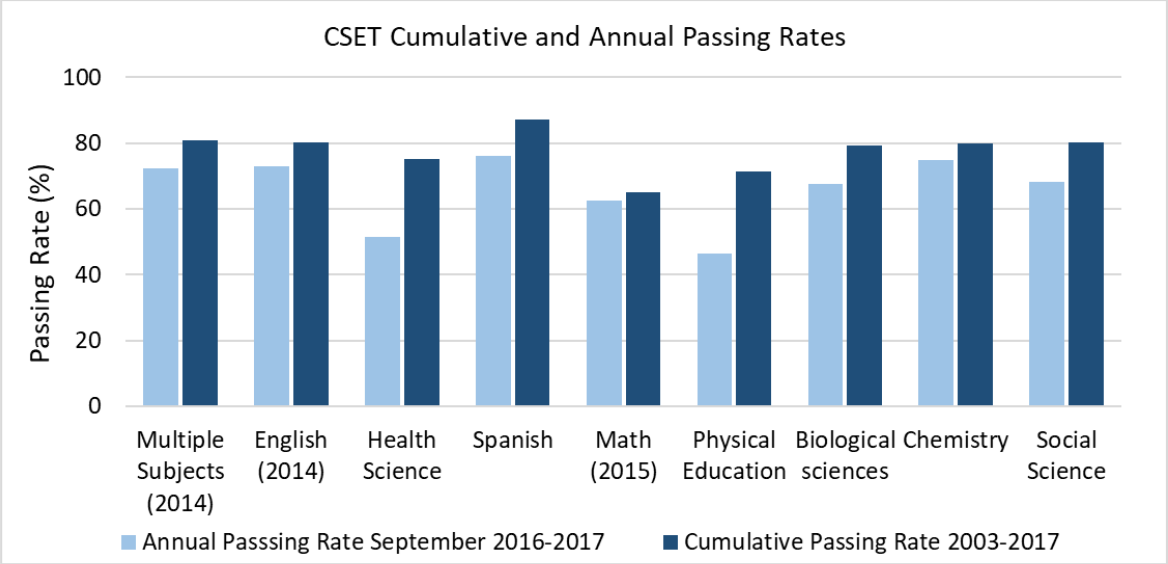


Figure 2. Cumulative and Annual CSET Passage Rates for High-Volume Exams Show significant Variation

Related legislation. AB 1982 (Cunningham) of this Session exempts teacher candidates from the basic skills proficiency test requirement if they earn at least a letter grade of B in qualifying coursework. The bill would also exempt an applicant who a credential preparation program determines has demonstrated proficiency in the basic skills through a combination of qualifying coursework and other existing exemptions from the basic skills proficiency test requirement.

SB 614 (Rubio) of this Session would repeal the the reading instruction competence assessment requirement for issuance of a teaching credential, and would require all approved teacher preparation programs to instruct and reliably assess candidates to ensure individual competence to deliver comprehensive and research-based reading instruction and to adopt, modify, and administer a reading instruction assessment aligned with the state's current adopted curriculum framework.

Arguments in support. The California Association for Health, Physical Education, Recreation and Dance argues, "We feel a student's subject matter competence should be gained through the academic rigor set forth by the content area within a student's degree. Further, we believe this method would produce authentic future teachers that are subject matter competent in the undergraduate major in which they obtained a degree."

Recommended Committee Amendments: Staff recommends the bill be amended to:

1) Allow teacher candidates to demonstrate computer competency by a CTC-approved assessment.
2) Add a December 31, 2023, sunset date to the provisions of this measure.
3) Clarify that the preparation program is the entity that verifies the coursework, not the commission.

REGISTERED SUPPORT / OPPOSITION:

Support

The California Association for Health, Physical Education, Recreation and Dance

Opposition

None

Analysis Prepared by: Sierra Cook / ED. / (916) 319-2087, Chelsea Kelley / ED. / (916) 319-2087

Coversheet

AIMS 2020-2021 Calendar

Section:	II. Action Items
Item:	B. AIMS 2020-2021 Calendar
Purpose:	Vote
Submitted by:	
Related Material:	Calendar 2020-2021 - DRAFT v2 - Styled.pdf

AIMS K-12 COLLEGE PREP CHARTER DISTRICT

2020-2021 School Calendar

July 2020

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
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August 2020

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September 2020

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October 2020

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November 2020

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December 2020

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January 2021

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February 2021

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28						*18

March 2021

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April 2021

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						*19

May 2021

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30	31					*19

June 2021

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27	28	29	30			*13

- School Closed
- Schools & Office Closed
- All Staff PD / School Closed
- Teacher / Parent Conferenes
- First / Last Day of School
- Report Card Week
- Progress Report Week
- 100th Day of School
- AIMS ES / MS Math Camp
- AP / CAASPP Testing
- * Instructional Days / Month

Jun - Jul	AIMS HS Credit Recovery
July 3	Independence Day
Jul 6 - 24	AIMS ES / MS Math Camp
Aug 3 - 11	AIMS Staff Orientation (Schools Closed)
Aug 12	First Day Of School For Students
Sep 7	Labor Day (Schools / Offices Closed)
Sep 18	Staff Development (Schools Closed)
Oct 16	Staff Development (Schools Closed)
Nov 6	Teacher/Parent Conference (No School for Students)
Nov 11	Veteran's Day (Schools / Offices Closed)
Nov 23 - 27	Thanksgiving Break (Schools Closed)
Dec 21 - Jan 2	Winter Break (Schools Closed)

Jan 18	MLK Jr. Day (Schools / Offices Closed)
Feb 12	Staff Development Day (Schools Closed)
Feb 15	Presidents' Day (Schools / Offices Closed)
Mar 6	Staff Development (Schools Closed)
Mar 29 - Apr 2	Spring Break (Schools Closed)
Apr 12	Staff Development (Schools Closed)
Apr 26 - Jun 11	AP/CAASPP Testing
May 7	Teacher/Parent Conference (No School for Students)
May 31	Memorial Day (Schools / Offices Closed)
June 17	Last Day of School for Students
June 17	AIMS Graduation Day
June 18	Staff Development (Schools Closed)

DRAFT

Coversheet

Employment Contracts

Section: II. Action Items
Item: C. Employment Contracts
Purpose: Vote
Submitted by:
Related Material:
Non-Exempt Classified 11 Month Employment Agreement 2020-2021 Final for Board template.sne edits (4675135_2).DOCX
Classified Management Employment Agreement 2020-2021.v2 (4675012_2).DOCX
Certificated Teacher Contract 2020-2021 Teacher.sne edits (4675055_2).DOCX

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED NON-EXEMPT

Between

AMERICAN INDIAN MODEL SCHOOLS
And

[Insert Employee Name]

This Employment Agreement ("Agreement") is entered into on [Insert Date] ("Effective Date") by and between the Board of Directors of American Indian Model Schools ("Charter School"), and [Insert Employee Name] ("Employee"). The Charter School and Employee are collectively referred to as the "parties."

1. TERM:

This Agreement shall commence on July 1, 20202019 and shall end on June 30, 20211θ, unless terminated earlier pursuant to Section 6 (the "Term"). Employee will serve [Insert number of work days] -work days within this ~~term~~Term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of [Insert Position] and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee's supervisor and/or the Board of Directors including, but not limited to, attending meetings, supervising field trips, supervising playground or lunch times or participating in extracurricular activities. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform [Insert Position] and/or other student activities as assigned by the Head of School of the Charter School. Employee's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to [Insert Position] and/or student activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement

differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the Charter School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The Charter School's general hours of operation are 7:00AM – 7:00PM. Employee's specific schedule will be determined by his or her supervisor. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee is an eleven (11) month employee whose work year shall commence on [Insert DATE] and shall conclude on June 30, 2020.

[Employee is employed on a full-time basis and will be expected to work at least 40 hours per week.
OR
[Employee is employed on a part-time basis and will be expected to work fewer than 40 hours per week.]

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is a nNon-eExempt employee and is therefore eligible for overtime pay in accordance with applicable law. Employee will be paid an [Insert annual salary amount $00.00] OR [Insert hourly rate $00.00], less applicable withholding and authorized deductions. Wages will be paid semi-monthly over the Term of this Agreement beginning with the first pay period following the Effective Date.

Paychecks will compensate employees for 1/22 of their annual salary. Any overpayments shall be repaid within the 202019-202110 year.

b. Stipend:

Charter School will provide a monthly stipend for work performed remotely due to office closures related to COVID-19.

c.

c. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. As per applicable California laws, eligible Employees will belong to the California Public Employee Retirement System (CalPERS).

d. Paid Sick Leave ("PSL"):

Eleven (11) month Employees will be allotted eleven (11) full-time (8 hour) days for a total of eighty-eight (88) hours of PSL per year beginning immediately upon the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. For mid-year hires the prorated amount of PSL will be allotted effective the employee's hire date. A maximum of 72 hours of accrued but unused PSL will carry over from year to year. Employee loses any unused PSL in excess of 72 hours. Employee may use accrued PSL 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. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "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.

PSL may be taken in minimum increments of two (2) hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

e. Holidays:

The following are scheduled school paid holidays during which no services will ordinarily be required of Employee. Employees hired for full-time employment will be paid per diem.. Any days that Employee is required to work on a scheduled school holiday will also be paid on a pro rata basis above holiday pay.

[Insert Date].	Labor Day
[Insert Date].	Veteran's Day
[Insert Date].	Thanksgiving Day Recess
[Insert Dates].	Winter Break
[Insert Date].	Martin Luther King Day
[Insert Date].	President's Day
[Insert Dates].	Spring Break
[Insert Date].	Memorial Day

4. CONDITIONS OF EMPLOYMENT:

a. Employee represents that he/she possesses a [Insert Degree] or equivalent.

b. Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Superintendent or designee shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the pParties.

b. Termination for Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure

or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School 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 his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, in the judgment of the Charter School, with or without reasonable accommodation.

d. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without Ceause terminate this Agreement at any time by providing the Employee written notice of termination.

In the event that Employee's employment is terminated by the Charter School without Ceause under this Section 6(d) and provided Employee has been employed by Charter School for at least 90 days, Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. Employee is entitled to no other compensation, including but not limited to benefits, for any reason. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the direct Supervisor, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside

activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Voluntary Agreement:

Employee represents that he/she has read this Agreement in full and understands and voluntarily agrees to all such provisions and that the Agreement has been fully explained to him/her by his/her own counsel or representative of his/her choosing. Employee further declares that, prior to signing this Agreement, he/she apprised himself/herself of relevant data, through sources of his/her own selection, including review by his/her own counsel or representative of his/her choosing, in deciding whether to execute this Agreement. Employee further represents that he/she has, as of the date of execution of this Agreement, the legal capacity to understand, agree to, and sign this Agreement, and that he/she has not assigned any rights or claims related hereto to any third party.

c. Entire Agreement:

This Agreement contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement.

d. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the Eemployee.

e. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

f. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

g. 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. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. 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.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

a. Employee has read this Agreement and accepts employment with the Charter School on the terms specified herein.

b. All information Employee has provided to the Charter School related to Employee's employment is true and accurate.

c. This is the entire Agreement between the Charter School and Employee regarding the terms and conditions of Employee's employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: _____Date: _____

Address:_____

Telephone: _____

CHARTER SCHOOL APPROVAL:

Dated: _____

_____ _____

Signature of AIMS Board Superintendent of AIMS

718-4/4675135.2

FIXED TERM EMPLOYMENT AGREEMENT – CLASSIFIED MANAGEMENT

Between

AMERICAN INDIAN MODEL SCHOOLS

And

[Insert Employee Name]

This Employment Agreement ("Agreement") is entered into on [Insert Date] ("Effective Date") by and between the Board of Directors of American Indian Model Schools ("Charter School"), and [Insert Employee Name] ("Employee"). The Charter School and Employee are collectively referred to as the "Parties."

1. TERM:

This Agreement shall commence on July 1, 2020 and shall end on June 30, 2021, unless terminated earlier pursuant to Section 6 (the "Term"). Employee will serve [Insert Work days] work days within this Term.

2. EMPLOYMENT TERMS:

a. Position and Duties:

Employee has been hired for the position of [Insert Position] and will perform the duties set forth on the position description attached hereto and incorporated by reference and as may be amended from time to time in the sole discretion of the Charter School, in addition to performing any tasks reasonably assigned by Employee's supervisor and/or the Board of Directors. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform activities as assigned by the Superintendent of the Charter School. Employee's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to additional activity duties will be in accordance with Charter School policies.

Employee shall comply with all school policies and procedures including those specified in the Employee Handbook. If the terms and conditions of this Agreement differ from those in the Employee Handbook, this Agreement shall prevail. The Employee will at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the Employee pursuant to the express and implicit terms of this Agreement and the job specification.

Employee shall inform the School in writing when he or she accepts outside employment so that the Charter School can determine if a potential or actual

conflict of interest exists. Such notice shall include written assurances that Employee's outside employment shall not interfere with his or her duties.

b. Work Hours:

The Charter School's general hours of operation are [Insert Hours]. Employee's specific schedule will be determined by his or her supervisor. Specific starting and ending times of work days shall be determined according to the needs and schedules of the site or department where Employee is assigned. Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform job responsibilities, and/or student activities as assigned by the Charter School which may occur outside the Charter School's normal operating hours.

Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during scheduled work hours with the Charter School.

3. COMPENSATION AND BENEFITS:

a. Compensation:

Employee is an exempt employee and therefore is not eligible for overtime pay. Employee will receive a [yearly] salary of $[Insert Dollar amount $00.00] for 2020-2021 less applicable withholding and authorized deductions. Salary will be paid semi-monthly over a twelve-month period beginning with the first pay period following the Effective Date. Paychecks will compensate employees for 1/24 of their annual salary. Any overpayments shall be repaid within the 2020-2021 year.

b. Stipends:

Charter School will provide a monthly stipend for work performed remotely due to office closures related to COVID-19.

c. Benefits:

The Employee shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year. As per applicable California laws, eligible Employees will belong to the California Public Employee Retirement System (CalPERS).

d. Paid Sick Leave ("PSL"):

In satisfaction of the California Healthy Workplaces, Healthy Families Act, Employee will be allotted twelve days (96 hours) of PSL per year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. New employees may use PSL beginning on the 30th day after the effective date of this Agreement. A maximum of 96 hours of accrued but unused PSL will carry over from year to year. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL 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. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "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. Accrued but unused PSL issued under this Agreement will not be paid out upon termination.

Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

e. Vacation Days:

Employee will accrue one day (8 hours) of paid personal/vacation time per month beginning immediately upon hire up to a cap of twenty-four (24) days (192 hours). Once the employee's accrued vacation reaches the maximum cap, further accrual of vacation is suspended until the employee has reduced the vacation balance below this limit. In such a case, no vacation will be earned for the period in which the employee's vacation was at the maximum. Accrued but unused vacation time will carry over from year to year, subject to this maximum accrual. Accrued but unused vacation time will be paid out upon termination.

f. Holidays

The following are scheduled paid holidays during which no services will ordinarily be required of employees. Employee will be paid per diem whether service is rendered on any of these days or not.

[Insert Date]. Independence Day
[Insert Date]. Labor Day
[Insert Date]. Veteran's Day
[Insert Dates]. Thanksgiving Day Recess
[Insert Dates]. Winter Break
[Insert Date]. Martin Luther King Day
[Insert Date]. President's Day
[Insert Dates]. Spring Break
[Insert Date]. Memorial Day

4. CONDITIONS OF EMPLOYMENT:

a. Extracurricular Assignments: Employee acknowledges that the Charter School's offer of employment is based upon Employee's express willingness to perform other activities as assigned by the Superintendent or Board of Directors of the Charter School. Employee's continuing employment is expressly subject to such acceptance of such duties when assigned.

b. Employee represents that he/she is not now under contract with any other school district or public school entity in the State of California.

5. EVALUATION:

The Superintendent or designee of the Charter School shall evaluate and assess in writing the performance of the Employee as specified in the Charter School's personnel policies. A failure to evaluate the Employee shall not prevent the Charter School from dismissing the Employee in accordance with this Agreement.

6. TERMINATION OF AGREEMENT/EMPLOYMENT:

This Agreement may be terminated by:

a. Mutual Agreement of the Parties:

This Agreement may be terminated at any time and for any reason by mutual consent upon written agreement and mutual consent of the parties.

b. Termination For Cause:

The Employee may be terminated by the Board of Directors or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this Agreement; the Employee's failure to perform his/her duties as set forth in this Agreement, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the Employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that Employee has conducted himself/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School. The Charter School 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 his/her choice, at his/her expense, at a conference with the Board of Directors of the Charter School to review the recommendation for termination. The conference with the Board of Directors of the Charter School shall be the Employee's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. Death or Permanent Disability of Employee:

The death or permanent disability of the Employee shall terminate this Agreement and all rights provided for herein. Permanent disability shall exist when Employee suffers from a condition of mind or body that indefinitely prevents him/her from further performance of his/her essential duties, in the judgment of the Charter School, with or without reasonable accommodation.

c. Termination Without Cause:

The Board of Directors or Superintendent of the Charter School may also unilaterally and without Cause terminate this Agreement at any time by providing the Employee written notice of termination.

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In the event that Employee's employment is terminated by the Charter School without Cause under this Section 6(d) and provided Employee has been employed by Charter School for at least 90 days, Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. Employee is entitled to no other compensation, including but not limited to benefits, for any reason. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

7. NONRENEWAL OF CONTRACT:

The Board of Directors or Superintendent of the Charter School may, with or without Cause, and solely within its discretion, decide not to offer future employment contracts to the Employee.

8. OUTSIDE PROFESSIONAL ACTIVITIES:

By prior approval of the Superintendent or designee, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

9. DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:

Employee understands and acknowledges that Employee is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Employee is responsible to report to an appropriate agency whenever Employee, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom Employee knows or reasonably suspects to have been the victim of child abuse or neglect. Employee understands and acknowledges that he/she must follow up on his/her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident.

By executing this Agreement, Employee is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

10. GENERAL PROVISIONS:

a. Governing Law:

This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Voluntary Agreement:

Employee represents that he/she has read this Agreement in full and understands and voluntarily agrees to all such provisions and that the Agreement has been fully explained to him/her by his/her own counsel or representative of his/her choosing. Employee further declares that, prior to signing this Agreement, he/she apprised himself/herself of relevant data, through sources of his/her own selection, including review by his/her own counsel or representative of his/her choosing, in deciding whether to execute this Agreement. Employee further represents that he/she has, as of the date of execution of this Agreement, the legal capacity to understand, agree to, and sign this Agreement, and that he/she has not assigned any rights or claims related hereto to any third party.

c. Entire Agreement:

This Agreement contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the Agreement.

~~c~~d. Modifications:

Any modifications or amendments of any of the terms and conditions of this Agreement must be made in writing and expressly agreed to by the Board of Directors of the Charter School and the E~~e~~mployee.

~~d~~e. Assignment:

The Employee may not assign or transfer any rights or duties assumed under this Agreement.

~~e~~f. Severability:

If any provision of this Agreement is held to be invalid or unenforceable by a court

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of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

~~f~~g. 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. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. 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.

11. ACCEPTANCE OF EMPLOYMENT:

By signing below, the Employee declares as follows:

a. Employee has read this Agreement and accepts employment with the Charter School on the terms specified herein.

b. All information Employee has provided to the Charter School related to Employee's employment is true and accurate.

c. This is the entire Agreement between the Charter School and Employee regarding the terms and conditions of employment. This is a final and complete Agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: _____Date: _____

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Address: _____

Telephone: _____

CHARTER SCHOOL APPROVAL:

Dated: _____

_____ _____

Signature of AIMS Board Superintendent of AIMS

718-4/4675012.2

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FIXED TERM EMPLOYMENT AGREEMENT [CERTIFICATED]

Between

AMERICAN INDIAN MODEL SCHOOLS

And

~~Marissa Manson~~[EMPLOYEE NAME]

This EMPLOYMENT AGREEMENT is entered into this ~~February 10, 2020~~[DATE], by and between the Board of Trustees of American Indian Model Schools (hereinafter referred to as the "Charter School"), and Marissa Manson (hereinafter referred to as the "EMPLOYEE"). The Charter School and EMPLOYEE are collectively referred to as the "parties."

The Charter School desires to employ EMPLOYEE as a ~~ELA Teacher~~[TITLE] at the Charter School under the following terms and conditions:

1. **RECITALS:**

   a. The Charter School has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, et seq. The Governing Board of the Oakland Unified School District approved the Charter School. A copy of the Charter School's charter is available for review.

   b. The Charter School is considered a separate legal entity from the District that granted the charter. The EMPLOYEE signing below expressly recognizes that the Charter School and not the District is employing him. The decision to employ EMPLOYEE under this Agreement is subject to approval by the Board of Trustees of the Charter School.

   c. Pursuant to Education Code section 47610, the Charter School must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts, except as specified in Education Code section 47610. The parties recognize that the provisions of the California Education Code do not govern the Charter School, except as expressly set forth in the Charter Schools Act of 1992.

   d. The Charter School desires to hire EMPLOYEE to assist the Charter School in achieving the goals and meeting the requirements of the Charter School's charter.

2. **TERM:**

   This AGREEMENT shall commence on ~~February 10, 2020~~July 1, 2020 and shall end on June 30, 2021~~0~~.

The term of this AGREEMENT is subject to the provisions of Section 7 regarding termination.

3. **EMPLOYMENT TERMS:**

a. Position: Teacher

A copy of the job specification for the position of Teacher is attached hereto and incorporated by reference herein. In addition to the duties listed in the job specification, the Charter School may ask EMPLOYEE to, among other things, attend meetings, supervise field trips, supervise playground or lunch times or participate in extracurricular activities. These duties may be amended from time to time in the sole discretion of the Charter School.

b. (_X_) Full-time or (__) Part-time (specify hours, workweek, and work year):

This full-time position includes 205 paid days (depending on start date) , over 11 months, annually. The 205 days includes 190 teaching days, 5 Teacher Orientation days, and 10 other non-teaching days per school year. Non-teaching days will consist of professional development, preparation time, and other school-related duties. Full-time certificated employees also receive 25 paid holiday/vacation days per school year, outlined in the attached 2020~~19~~-2021~~0~~ school calendar. Any days that EMPLOYEE is required to work on a scheduled school holiday or over 205 days will be paid on a pro rata basis. Beginning and ending times of work days for the Employee shall be determined by the needs and schedules at the specific sites where employees are assigned.

c. The EMPLOYEE agrees that he/she shall at all times faithfully, industriously, and to the best of his/her ability perform all of the duties that may be required of the EMPLOYEE pursuant to the express and implicit terms of this AGREEMENT and the job specification. The EMPLOYEE understands that in light of the Charter School's size and limitations on availability of funds and personnel, the Charter School must be flexible and the Charter School may at times make assignments that are in addition to those expressly described in this AGREEMENT and the job specification. Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during the scheduled work hours with the school.

4. **COMPENSATION AND BENEFITS:**

a. **Salary:** Compensation shall be ~~**$57,298.00**~~**[SALARY AMOUNT]** annually less statutory and other authorized deductions. The EMPLOYEE understands that his/her position is exempt from overtime under State and Federal law. Salary will be paid semi-monthly over an eleven-month period beginning with the first pay period following the Effective Date. Paychecks will compensate employees for 1/22 of their annual salary. **Any annual or monthly bonus or stipend shall be pro-**

rated to the official hire date of the Eemployee. Any overpayments shall be repaid within the 202019-20210 year.

b. **Stipend**: Charter School will provide a monthly stipend for work performed remotely due to office closures related to COVID-19.

bc. **Benefits:** The EMPLOYEE shall be entitled to all health and welfare benefits granted to other employees of the Charter School in the same classification, workday, and work year.

ed. **Paid Sick Leave ("PSL"):** In satisfaction of the California Healthy Workplaces, Healthy Families Act, EMPLOYEE will be allotted 8 hours per month for eleven months (88 hours) of PSL per school year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on the first day of work each 11-month school year for use in the current school year. Employees may use PSL beginning on the 30th day after the effective date of this Agreement. Employees hired after the start of the work year will be allotted a prorated amount of PSL at the rate of one (1) day per month. Employees may use their accrued PSL 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. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "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.

PSL - Accrued but unused PSL in excess of 72 hours may not be carried over from year to year and will not be paid out upon termination.

PSL may be taken in minimum increments of two hours. Employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, Employee must provide notice as soon as practicable.

de. Holidays

The following are scheduled paid holidays during which no services will ordinarily be required of employees. Employee will be paid per diem whether service is rendered on any of these days or not.

September 2	Labor Day

[Insert Date].	Veteran's Day
[Insert Date].	Thanksgiving Day Recess
[Insert Dates].	Winter Break
[Insert Date].	Martin Luther King Day
[Insert Date].	President's Day
[Insert Dates].	Spring Break
[Insert Date].	Memorial Day

5. **CONDITIONS OF EMPLOYMENT:**

a. **General Laws:** This EMPLOYMENT AGREEMENT is subject to all applicable laws of the United States, the State of California and to the lawful rules and regulations of the California State Board of Education and the rules, regulations and policies of the Charter School and the Board of Trustees of the Charter School.

b. **Credential:** EMPLOYEE represents that he/she possesses the following California Credentials and/or certificates:

Credential	*Expires*
~~30-Day Substitute Permit~~	~~11/1/2020~~
~~Certificate of Clearance~~	~~11/1/2024~~[LIST CREDENTIALS]

EMPLOYEE further represents that he/she is not now under contract with any other school district or public school entity in the State of California.

EMPLOYEE warrants and represents that he/she will, with respect to each credential recited above and any other credential subsequently obtained:

1. Immediately register each credential with all appropriate agencies.

2. Take and pass all examinations or continuing education courses that are now, or may be required for renewal of each credential.

3. Refrain from any act, or omission, which is intended to or will result in suspension, revocation, or de-registration of any or all credentials.

4. Acknowledge that his/her continuing employment with the Charter School is expressly subject to maintenance of each credential. Failure to maintain each credential may be treated by the Charter School, at its sole option, as grounds for dismissal.

5. Failure to pass CBEST or other Charter School-prescribed proficiency test. No employment under this AGREEMENT may continue beyond the date of notification that EMPLOYEE either (1) failed such a test or (2) failed to appear for the test. In the event of either failure, this AGREEMENT shall

automatically terminate and the Charter School will no longer employ EMPLOYEE.

6. The responsibility to maintain a valid California Teaching Credential rests with Employee. Expiration of Employee's California Teaching Credential ~~is grounds for termination~~shall automatically terminate this AGREEMENT and the Charter School will no longer employ EMPLOYEE.

c. **Extracurricular Assignments:** EMPLOYEE acknowledges that the Charter School's offer of employment is based upon his/her express willingness to perform teaching and/or other student activities as assigned by the Head of School of the Charter School. EMPLOYEE's continuing employment is expressly subject to such acceptance of such duties when assigned. Compensation for assignment to teaching and/or student activity duties will be in accordance with Charter School policies.

6. **EVALUATION:**

The Superintendent of the Charter School or designee shall evaluate and assess in writing the performance of the EMPLOYEE as specified in the Charter School personnel policies. A failure to evaluate the EMPLOYEE shall not prevent the Charter School from dismissing the EMPLOYEE in accordance with this AGREEMENT.

7. **TERMINATION OF AGREEMENT/EMPLOYMENT:**

This AGREEMENT may be terminated by:

a. **Mutual Agreement of the Parties:** This AGREEMENT may be terminated at any time by mutual consent, for any reason, of the Board of Trustees of Charter School and the EMPLOYEE upon written AGREEMENT.

b. **Termination For Cause:** The EMPLOYEE may be terminated by the Board of Trustees or Superintendent of the Charter School, at any time for "Cause." "Cause" shall include, but is not limited to, breach of this AGREEMENT or the EMPLOYEE'S failure to perform his/her duties as set forth in this AGREEMENT, as defined by law, or as specified in the above mentioned and incorporated by reference job specification; the EMPLOYEE's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that EMPLOYEE has conducted herself in an unprofessional, unethical, illegal, or fraudulent manner, or has acted in a manner detrimental to the reputation, character, or standing of the Charter School. The Charter School 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 his/her choice, at his/her expense, at a conference with the Board of Trustees of the Charter School to review the recommendation for

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~~discipline or~~ termination. The conference with the Board of Trustees of the Charter School shall be the EMPLOYEE's exclusive right to any hearing otherwise required by law and may occur before or after the termination depending upon the circumstances.

c. **Death or Incapacitation of 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 Charter School, the EMPLOYEE may no longer perform the essential functions of his/her job as set forth in the above referenced and incorporated job specifications, the Charter School may terminate this AGREEMENT.

d. In the event that EMPLOYEE's employment terminates pursuant to Section 7(a), 7(b), or 7(c), ~~s/he~~he/she shall receive any unpaid portion of his/her then salary (prorated and minus any applicable deductions) for services rendered through the last day that ~~s/he~~he/she worked. EMPLOYEE is entitled to no other compensation for any reason.

e. **Early Termination Without Cause:**

The Board of Directors or Superintendent of the Charter School may also unilaterally and without ~~cause~~ Cause terminate this Agreement at any time by providing the Employee written notice of termination.

In the event that ~~Employee's~~ EMPLOYEE'S employment is terminated by the Charter School without C~~c~~ause under this Section ~~6~~7(~~d~~e) and provided Employee has been employed by Charter School for at least 90 days, Employee shall receive severance compensation of either: the remainder of his/her salary for the term of this Agreement; or one (1) month's salary at his/her then-current salary level, whichever is less. EMPLOYEE is entitled to no other compensation, including but not limited to benefits, for any reason. To be entitled to severance compensation, Employee must first execute a written severance agreement that is acceptable to the Charter School.

8. **NONRENEWAL OF CONTRACT:**

The Board of Trustees of the Charter School may, with or without C~~c~~ause, and solely within its discretion, decide not to offer future employment contracts to the EMPLOYEE.

9. **OUTSIDE PROFESSIONAL ACTIVITIES:**

By prior approval of the Head of School, the EMPLOYEE may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. The Charter School shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **DUTY TO REPORT KNOWN OR REASONABLY SUSPECTED CHILD ABUSE:**

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.

For purposes of California Penal Code section 11166, a "child care custodian" includes:

a. any person employed as a teacher, a teacher's aide, a teacher's assistant, or an instructional aide by any public or private school who has been trained in the duties imposed by California Penal Code section 11166;

b. a classified employee of any public school who has been trained in the duties imposed by California Penal Code section 11166; or

c. administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school.

By executing this AGREEMENT, EMPLOYEE is certifying that he/she has knowledge of California Penal Code section 11166 and will comply with its provisions.

11. **GENERAL PROVISIONS:**

a. **Governing Law:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

b. Voluntary Agreement:

Employee represents that he/she has read this Agreement in full and understands and voluntarily agrees to all such provisions and that the Agreement has been fully explained to him/her by his/her own counsel or representative of his/her choosing. Employee further declares that, prior to signing this Agreement, he/she apprised himself/herself of relevant data, through sources of his/her own selection, including review by his/her own counsel or representative of his/her choosing, in deciding whether to execute this Agreement. Employee further represents that he/she has, as of the date of execution of this Agreement, the legal capacity to understand, agree to, and sign this Agreement, and that he/she has not assigned any rights or claims related hereto to any third party.

c. **Entire Agreement:** This AGREEMENT contains all the understandings and agreements between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in the AGREEMENT.

~~c~~d. **Modifications:** Any modifications or amendments of any of the terms and conditions of this AGREEMENT must be made in writing and expressly agreed to by the Board of Trustees of the Charter School and the employee.

~~d~~e. **Assignment:** The EMPLOYEE may not assign or transfer any rights or duties assumed under this AGREEMENT.

~~e~~f. **Severability:** If any provision of this AGREEMENT is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the AGREEMENT shall continue in full force and effect.

12. **ACCEPTANCE OF EMPLOYMENT:**

By signing below, the EMPLOYEE declares as follows:

1. ~~Employee~~ EMPLOYEE has read this AGREEMENT and accepts employment with the Charter School on the terms specified herein.

2. All information ~~Employee~~ EMPLOYEE has provided to the Charter School related to ~~Employee's~~ EMPLOYEE'S employment is true and accurate.

3. This is the entire AGREEMENT between the Charter School and ~~Employee~~ EMPLOYEE regarding the terms and conditions of ~~Employee's~~ EMPLOYEE'S employment. This is a final and complete AGREEMENT and there are no other agreements, oral or written, express or implied, concerning the subject matter of this AGREEMENT.

Employee Signature:_____Date:_____

Address: _____

Telephone:_____

CHARTER SCHOOL APPROVAL:

_____Date: _____
Signature of AIMS Board

_____Date: _____
Superintendent of AIMS

718-4/4675055.2

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