AMPS

HONOR HARD WORK

May 1, 2025

Via: Electronic Mail
lmackey@cccoe.k12.ca.us

Lynn Mackey, Superintendent
Contra Costa County Office of Education
77 Santa Barbara Road
Pleasant Hill, CA 94524

Re: Richmond Charter Academy Charter Renewal Petition Appeal to the Contra Costa County Board of Education

Dear Superintendent Mackey:

This letter and its enclosures serve as Richmond Charter Academy's ("RCA" or the "Charter School"), appeal of the denial of its charter renewal petition ("Petition") by the West Contra Costa Unified School District ("WCCUSD" or the "District"), as provided for in Education Code Section[1] 47605(k)(1)(A) and Title 5, California Code of Regulations Section 11966.5. The Amethod Public Schools ("AMPS") Board of Directors, which operates RCA, authorizes submission of the charter appeal request to the Contra Costa County Board of Education ("CCCBOE" or the "County Board"), and certifies that it deems the petition to be complete, as attested below.

As outlined in the petition and in our response to the District's purported findings for denial (the "Findings"), RCA has a history of successfully serving thousands of students over thirteen years of operation. WCCUSD's Findings applauded the Charter School's academic achievement as a strong option for students in the District, yet still recommended denial of the charter renewal petition, based on questions – not findings – around substantial fiscal factors. WCCUSD then voted to close a middle-performing charter school with a demonstrated track record of effectively serving low-income students of color. WCCUSD's denial, at best, raises significant concerns about its ability to objectively assess the Charter School's record; at worst, it represents a fundamental, and fundamentally unfair, misapplication of the law.

WCCUSD's Unlawful Denial of RCA's Renewal Charter

As an initial matter, the Charter School has met the legal requirements to be deemed a middle-performing charter school and is therefore legally entitled to a default renewal standard for a five-year term. (Section 47607.2(b).) WCCUSD's denial plainly contravenes the legislative intent of the Charter Schools Act, enshrined in Section 47607(c), that charter schools are and should become an integral part of the California educational system. Further, this mandate applies with greater force to charter schools like RCA that provide a rigorous learning program

[1] All statutory citations herein are to the Education Code, unless otherwise identified.

that dramatically accelerates academic outcomes for students in Richmond. We are confident that the County Board will adhere to the applicable legal requirements in its review of the Charter School's petition, and find that the Charter School's status as a middle-performing charter school, coupled with its substantial strengths and strong trajectory for continued improvement, unequivocally merits renewal.

The District Did Not Find That Closure Was in the Best Interest of RCA Students

In short, there was no basis for the denial decision under the law. Assembly Bill 1505 (2019) secured the right of charter schools that are deemed to be in the middle track tier (as the law and the California Department of Education determined RCA to be) to be renewed unless the chartering authority makes written findings "setting forth specific facts to support the findings, that the charter school has failed to meet or make sufficient progress toward meeting standards that provide a benefit to the pupils of the school, **that closure of the charter school is in the *best interest of pupils*** and, if applicable … that its decision provided greater weight to performance on measurements of academic performance." (Section 47607.2(b)(3).) The District Board's findings were completely devoid of any facts and analysis meeting that standard. Under no circumstances could it be in the best interest of pupils to close a charter school that is outperforming, and in many cases dramatically outperforming, its District counterparts as measured by academic outcomes (excerpts below from WCCUSD Staff Report, p. 12-14):

English Language Arts	2018-19	2019 -20	2020 -21	2021-22	2022-23	2023-24
RCA	*23.4 pts below increased +15.2 pts*	*N/A*	*N/A*	*67 pts below*	*72.6 pts below declined -5.6 pts*	*5.0 pts below increased +31.3 pts*
WCCUSD	*42.8 pts below increased +3.1 pts*	*N/A*	*N/A*	*54.1 pts below*	*53.7 pts below maintained +0.6 pts*	*55.8 pts below maintained -2.2 pts*
California	*2.5 pts below increased +3.7 pts*	*N/A*	*N/A*	*12.2 pts below*	*13.6 pts below maintained -1.4 pts*	*13.2 pts below maintained +0.4 pts*

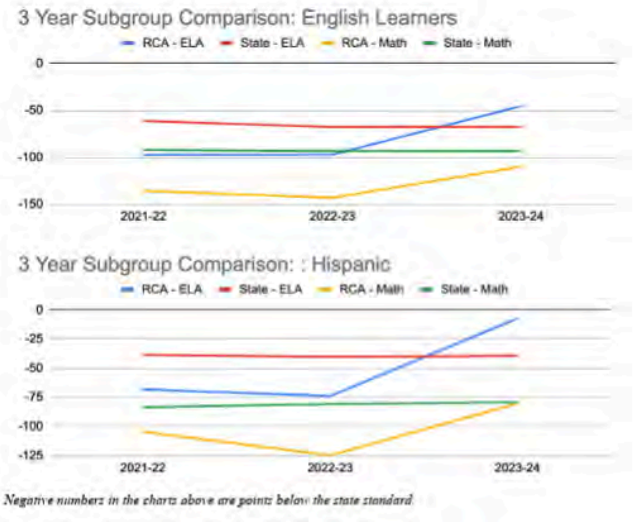
- *Dataquest State Dashboard Data: 1/31/2025*

In 2023-24, the Charter School saw an increase of 31.3 points on the ELA CAASPP, significantly outperforming both the District and the State. The Charter School also saw a significant increase in Math CAASPP scores, increasing more than 47 points and outperforming the District.

Math	2018-19	2019 -20	2020 -21	2021-22	2022-23	2023-24
RCA	*61.7 pts below increased +4.4 pts*	*N/A*	*N/A*	*105.3 pts below*	*124.4 pts below declined -19.1 pts*	*77.1 pts below increased +47.2 pts*
WCCUSD	*76.9 pts below maintained +1.5 pts*	*N/A*	*N/A*	*91.8 pts below*	*86.8 pts below increased +6.3 pts*	*85.7 pts below maintained +1 pts*
California	*33.5 pts below maintained +2.9 pts*	*N/A*	*N/A*	*51.7 pts below*	*49.1 pts below maintained +2.6 pts*	*47.6 pts below maintained +1.5 pts*

- *Dataquest State Dashboard Data: 1/31/2025*

Not only did RCA's CAASPP scores increase, but RCA saw a rapid improvement for its priority subgroups – English Learner and Hispanic students – in comparison with the State.



To be clear, the Charter School's academic performance is not at issue here. The Staff Report highlighted the impressive achievement and growth of RCA's academics as evidenced by the CAASPP scores compared to the District and State. AMPS has also outperformed the District and State with UC/CSU eligibility and outperforms the national average for affluent schools with their college-going rate.

<u>The District Did Not Properly Find that RCA Had Substantial Fiscal Factors</u>

The District Board's denial of the Charter School's petition was based on statements that are conclusory, misstate the law, and misstate the contents of the petition. The recommendation of District Staff did not include factual findings specific to the particular petition, setting forth specific facts to support one or more of the reasons for denial, as required by law. This is discussed in detail in the Charter School's Response to Findings, included under Tab 2 of this appeal packet. This plainly violates Education Code Section 47607(e), which requires the WCCUSD Board to adopt such findings to lawfully deny a charter petition.

WCCUSD's denial is solely based on alleged fiscal and governance concerns regarding AMPS's management of the Charter School that have already been addressed via a comprehensive corrective action plan ("CAP"), outlining actionable steps. The CAP represents AMPS's steadfast commitment to resolving the District's concerns with clear timelines and benchmarks for implementation of corrective measures. Specifically, the CAP includes: (1) documentation clearly describing the conditions leading to the unrestricted fund balance of negative $880,516.00 at the close of the 2023-24 school year; (2) an intervention plan that reduces expenditures and provides for adequate reserves, with a detailed explanation of the structural changes to RCA operations, as well as confirmation of the AMPS staff, administrator, and leadership responsible for the plan; (3) timely and complete responses to District inquiries, including the submission of complete and accurate financial reports and supporting Documentation; and (4) an affirmation of compliance with all statutory deadlines for the

submission of RCA financial reports. WCCUSD acknowledged that the Charter School stated a commitment to partnering with the District and outlined numerous questions.

The list of "questions" provided in the Staff Report related to the District's Section 47607(e) notice do not meet the threshold of a finding and are an unreliable basis for the District Board to lawfully make a finding that RCA is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors. To lawfully make such a finding here, District staff must prove either that RCA's CAP has been unsuccessful, or that the violations are sufficiently severe and pervasive as to render a corrective action plan unviable. WCCUSD must also afford RCA a reasonable time to cure the alleged violations. Because the Staff Report did not meet these requirements, the denial by the District Board to deny under Section 47607(e) is not in accordance with law and is an abuse of discretion.

RCA addressed these legal standards in great depth in its response to the District's findings for denial, enclosed herein.

As AMPS has demonstrated through its CAP and its changes in leadership at the CMO and the Board level, AMPS has and is addressing the concerns raised by WCCUSD District staff, and that work will continue going forward as the new administration brings transparency to historical and current operations, and as AMPS continues to implement best practices and high standards for compliance going forward. This work includes a fulsome and careful review of historical fiscal practices, including through the audit process. Towards that end, a new era of administration has been working closely with AMPS auditors and prepared the 2023-24 audit report, and is taking on and addressing the findings regarding historical issues around fiscal controls and practices. AMPS has adopted changes starting in Spring of 2024 (e.g., contracting with a reputable back-office provider, hiring new administration), and these changes did not have an opportunity to be fully implemented, reflected, and recognized for the 2023-24 audit. AMPS' CAP is aligned to address audit findings over historical practices, and we expect the 2024-25 audit to demonstrate compliance going forward, consistent with AMPS' benchmarks. Again, this work related to the CAP ensures that as concerning historical issues are identified, there is a plan and process in place to address them.

CONTENTS OF THE APPEAL

In compliance with the Contra Costa County Office of Education's ("CCCOE") submission process for considering a charter school request for appeal and Title 5, California Code of Regulations Section 11966.5, the following items are included in and enclosed with this cover letter.

(1) A cover letter signed by the charter governing board or designee authorizing the submission of the appeal charter petition to the CCCBOE and certifying that the petitioner deems the petition to be complete, as enclosed as **Tab 1.**

(2) A final copy of the petition as submitted to the denying school district, including all contents required by all laws and regulations pertaining to charter schools, enclosed as **Tab 2**. Additionally, under **Tab 2,** please find:

a. District Findings of Fact for denial of the charter petition.
b. The Charter School's response to the District's Findings for denial of the charter petition.

(3) Two sets of financial statements, including the annual operating budget and 3-year cashflow and financial projections, as well as all backup and supporting documents and budget assumptions (i.e. anticipated revenues and expenditures, including special education, and projected ADA) - original set submitted as part of charter renewal petition and revised set submitted in response to WCCUSD notice of concern, enclosed as **Tab 3**.

(4) Evidence of the denial action by the governing board of the school district (e.g. meeting minutes and written factual findings), enclosed as **Tab 4**.

(5) A description of any changes to the petition necessary to reflect the county board of education as the chartering entity, enclosed as **Tab 5**.

(6) Evidence that a complete copy of the appeal submission was also provided to the denying district at the same time, enclosed as **Tab 6**.

Certifications

In compliance with Section 47605(b), we make the following certifications:

1. That we are the authorized representatives, and that we are competent and qualified to certify the matter herein;

2. That, as authorized representatives, we have personal knowledge of the facts forming the basis of this certification;

3. That we make this certification for the purposes of Section 47605(b) only; and

4. That we deem the revised charter petition to be complete.

In compliance with Section 47605(k)(1)(A)(i), we make the following additional certification:

1. That the petition submitted on appeal contains no new or different material terms. ("Material terms" of the petition means the signatures, affirmations, disclosures, documents, and descriptions described in subdivisions (a), (b), (c), and (h) of Section 47605, but does not include minor administrative updates to the petition or related documents due to changes in circumstances based on the passage of time related to fiscal affairs, facilities arrangements, or state law, or to reflect the county board of education as the chartering authority.)

Timeline

At its April 30, 2025 meeting, the WCCUSD Board voted 5 to 0 to deny the Charter School's charter petition. This appeal is therefore within the 30-day limit for submission of an appeal of a charter petition, as stated in Education Code Section 47605(k)(1)(A)(i).

According to Education Code Section 47605(b), no later than 90 days after receiving a complete petition package, the CCCBOE shall grant or deny the charter petition. We appreciate any efforts by the County Board to accelerate this timeline during its consideration of the charter petition.

* * *

RCA is seeking to continue to provide a high-quality education for students in Richmond. We look forward to working with the County Board and Contra Costa County Office of Education during consideration of the charter establishment petition. Please feel free to contact me at abarnes@amethodschools.org or 510.734.1555 if you have any questions.

Sincerely,

Adrienne Barnes

Adrienne Barnes, CEO

ENCLOSURES



RICHMOND CHARTER ACADEMY

CHARTER RENEWAL PETITION

FOR THE TERM

JULY 1, 2025 – JUNE 30, 2030

SUBMITTED TO THE BOARD OF DIRECTORS OF THE

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

BY AMETHOD PUBLIC SCHOOLS

JANUARY 30, 2025

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FORM A: Charter Assurances List

As part of the charter school petition, we agree to the following:

- Will be deemed the exclusive public school employer of the employees of the charter school for the purposes of the Educational Employment Act (chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code. (Education Code Section 47611.5(b).)

- Will be nonsectarian in its programs, admissions policies, employment practices, and all other operations. (Education Code Section 47605(e)(1).)

- Will not charge tuition, fees, or other mandatory payments for attendance at the charter school or for participation in programs that are required for students. (Education Code Section 47605(e)(1).)

- Will admit all students who wish to attend the school, and who submit a timely application, unless the school receives a greater number of applications than there are spaces for students, in which case a lottery will take place in accordance with California charter laws and regulations. (Education Code Section 47605(e)(2).)

- Will be open to all students, on a space available basis, and shall not discriminate on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code. (Education Code Section 47605(e)(1).)

- Will not discriminate against any employee or candidate for employment on the basis of race, color, creed, age, sex, religion, national origin, ancestry, physical or mental disability, medical condition, genetic information, sex, gender, gender identity, gender expression, sexual orientation, marital status, veteran or military status, or any other protected classification in accordance with applicable law. (Gov. Code Section 12940(a).)

- Will ensure teachers assigned to teach in the school hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold. These documents shall be maintained on file at the school and shall be subject to periodic inspection by the District. (Education Code Section 47605(l)(1).)

- Will notify the last known resident school district if a pupil is expelled or leaves the charter school without graduating or completing the school year for any reason. (Education Code Section 47605(e)(3).)

- Will not discourage a pupil from enrolling or seeking to enroll in the school for any reason, including, but not limited to, academic performance of the pupil or based on nationality, race, ethnicity, sexual orientation, disability, or characteristics including English learner status, neglected or delinquent, homeless, economically disadvantaged, or foster youth. (Education Code Section 47605(e)(4)(A).)

- Will not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the charter school before enrollment, including an Individualized Education Plan ("IEP"). (Education Code Section47605(e)(4)(B).)

- Will not encourage a pupil currently attending to disenroll from the school or transfer to another school for any reason, including all of the above mentioned characteristics. (Education Code Section 47605(e)(4)(C).)

- Will provide parents, guardians, and pupils a copy of the CDE notice of rights posted pursuant to Education Code section 47605(e)(4)(D) at the following times: when a parent, guardian or pupil inquires about enrollment; before conducting an enrollment lottery; and before disenrollment of a pupil. (Education Code Section 47605(e)(4)(D).)

- Will at all times maintain all necessary and appropriate insurance coverage.

- Will be subject to conflict of interest and other laws pertaining to public officials.

- Will follow any and all other federal, state, and local laws and regulations that pertain to the school.

Adrienne Barnes

_____ _____

Adrienne Barnes, Acting Chief Executive Officer Date
Amethod Public Schools
Lead Petitioner for Richmond Charter Academy

INTRODUCTION AND OVERVIEW

Rationale for Charter Renewal

We present this charter renewal petition for another 5-year term for Richmond Charter Academy ("RCA" or the "Charter School"), which has demonstrated a robust and continually improving educational program for its students, grounded in a thorough evaluation of the Charter School's historical performance. RCA opened its doors in 2012 and has been serving students in grades 6th-8th in West Contra Costa.

The California School Dashboard ("Dashboard") in 2024 reported that in 2023-24, RCA served 292 students with diverse needs and backgrounds. The enrollment includes the following student groups are 66.1% Socioeconomically Disadvantaged ("SED") students, 37.3% English Learners ("ELs"), 0.7% Homeless Youth ("HY"), 44.6% of Reclassified Fluent English Proficient ("RFEP") students (Data Source: DataQuest EL Reclassification Year: 2023-24), 8.2% Students with Disabilities ("SWD"). The enrollment includes the following races and ethnicities are 4.1% African American, 0.7% Asian, 0.3% Filipino, 92.1% Hispanic/Latino, 0.7% Two or More Races, 0.3% Pacific Islander, and 1.7% White. The significant subgroups served by RCA are ELs, SED students, and Hispanic/Latino students, and we also focus on the needs of HY and Foster Youth.

The Charter School has made significant strides toward meeting the standards necessary to enhance the educational experience and outcomes for its students. For over a decade, Richmond Charter Academy has effectively served the West Contra Costa community by providing a high-quality education and contributing to the overall well-being and success of its students.

Key Achievements and Evidence of Progress

Program Implementation: The Charter School has effectively executed the educational framework outlined in its charter petition. This success is reflected in various areas including:

- Richmond Charter Academy ranks in the top 15% of the 2024 U.S. by U.S. News & World Report's "Best California Middle Schools".
- From the 2022-23 to the 2023-24 academic school year, Richmond Charter Academy successfully:
    - Increased ELA proficiency by 34.34%
    - Increased Math proficiency by 10.67%
    - Increased ELPAC proficiency by 14%
    - Decreased Chronic Absenteeism rates from 21.27% to 14%

    - Decreased Suspension Rates from 9.8% to 1.7%

- Attendance - High attendance rates indicate student engagement and satisfaction.

- Regulatory Compliance - The Charter School adheres to all regulatory requirements, including timely response to notices of concern, thorough website postings, and proper teacher credentialing. Furthermore, the health and effectiveness of the governing board are actively monitored.

Richmond Charter Academy is on a promising trajectory, effectively addressing both educational and operational standards essential for fostering an enriching learning environment. The Charter School's commitment to continuous improvement and compliance with regulatory frameworks positions it well for future success.

Richmond Charter Academy is operated by Amethod Public Schools ("AMPS"), a charter management organization managing six public charter schools spanning grades TK-12 and serving close to 2,000 students in the Bay Area. It is the objective of RCA and Amethod Public Schools to create a positive school environment and culture, where being diligent and taking personal responsibility is the norm. We are demonstrating that public schools, at the secondary level, can produce successful students if they are operated on small and organized settings. It is the organizational belief that any child has the opportunity to be successful if they receive the proper education they need to be triumphant in college, family, and life.

The AMPS culture is rooted in traditional values such as respect, responsibility, a strong work ethic, and community service. AMPS network campuses have become known for upholding these values, and this is a large component of what makes our system effective. It is our belief that students and families should be informed of and educated on the prevalence of veiled racism through low expectations for minority students in the American education system, so as to prepare them to challenge these tragic norms as they surface in their K-12 and post-secondary pursuits.

Furthermore, we look forward to inspiring parents and families to become an active and positive force in their child's education. Some parents/guardians misunderstand the importance of parenting relationships to public education, and the reciprocal responsibilities. We encourage dialogue between parents/guardians and educators to foster collaboration and positive outcomes.

Over the years, Richmond Charter Academy has proven to be successful in preparing students for a high school education and subsequent college education and allowing them to attend top-tier universities throughout the country. The AMPS administration and staff have gained innumerable examples and lessons associated with the running of a high quality charter middle school. As such, this charter reflects the lessons and best practices learned by the organization.

The AMPS network, the petitioners for the Charter School, seek to continue to operate Richmond Charter Academy as a public charter school to prepare students for college and life in the 21st Century. We will expand and implement our established instructional program that will prepare local youth in the West Contra Costa area, many of whom are deprived of a rigorous and structured campus, to help reverse the achievement gap and dropout rate among historically underrepresented and underserved students.

Successes and Accomplishments of the Prior Charter Term
Since the last charter renewal in 2016, RCA has shown tangible growth. During the 2023-24 academic year, under the new leadership of a highly qualified Site Director and Home Office staff:

- Math proficiency doubled from 9% to 19%.
- ELA proficiency nearly tripled from 19% to over 53%.
- RCA successfully reclassified 23 ELs, compared to just three the previous year.

The Amethod Public Schools Home Office instructional team is actively working alongside the administrators at RCA to address educational disparities and ensure all students can meet or exceed goals.
RCA has outlined the following priorities for the 2024-25 academic year:

- Academic: Sustaining growth and improvement in student data and teacher development.
- Culture: Ensuring safety, fostering a sense of pride, and promoting a feeling of belonging among students.
- Attendance: Emphasizing the importance of daily and timely school attendance for optimal student outcomes.

In summary, despite previous low performance scores, the Charter School has demonstrated substantial growth during the 2023-24 academic school year and is well-positioned to continue this trajectory under new leadership. This charter renewal petition reflects the school's commitment to continuous improvement and educational excellence.

Charter Renewal Criteria

Pursuant to the amendments made to Education Code Section 47607, and the creation of Education Code Section 47607.2, by Assembly Bill 1505 (2019), at the time of charter renewal, a chartering authority shall consider the performance of the charter school on the state and local indicators reported on the California School Dashboard , and, in some circumstances, the performance of the charter school on assessments deemed to be verified data.

In addition to the shift toward assessing Dashboard data, Assembly Bill 1505 also created a three-tiered system of evaluating charter schools' performance, plus a separate category for Dashboard Alternative School Status schools. Each of the three tiers has unique qualifying criteria.

The three performance categories are as follows:

- High Performing – Presumptive renewal if the charter school meets the established renewal criteria — Education Code Section 47607(c)(2).

- Low Performing – Presumptive non-renewal if the charter school meets the non-renewal criteria, unless the chartering authority makes a finding to approve for a two-year term — Education Code Section 47607.2(a).

- Middle Performing – Renewal unless closure is in the best interest of students, evaluated using the California School Dashboard and Education Code Section 47607.2(b).

The state indicators include the following:

- Academic: grades three through eight and grade eleven – English language arts ("ELA")/literacy and Mathematics ("Math")

- English Learner Progress: grades one through twelve

- College/Career: high school only (Note: The College/Career Indicator was not reported on the 2022 Dashboard)

- Suspension Rate: kindergarten through grade twelve

- Chronic Absenteeism: kindergarten through grade eight

- Graduation Rate: high school only

For the first time since 2020, the California Department of Education ("CDE") has published a list of high-, middle-, and low-performing charter schools. Richmond Charter Academy fits into the middle-performing category, as determined by law and the CDE, and as clearly demonstrated by the evidence, meets the criterion for charter renewal for a term of 5 years, as demonstrated below.

Dashboard Performance Renewal Criteria – Middle Performing

For middle-performing charter schools, Education Code Section 47607.2(b) states:

> (1) For all charter schools for which [high- and low-performing categories] do not apply, the chartering authority shall consider the schoolwide performance and performance of all subgroups of pupils served by the charter school on the state

indicators included in the [Dashboard] and the performance of the charter school on the local indicators included in the [Dashboard].

(2) The chartering authority shall provide greater weight to performance on measurements of academic performance in determining whether to grant a charter renewal.

"Measurements of academic performance" include the California Assessment of Student Performance and Progress ("CAASPP") ELA and math assessments, the English Learner Progress indicator ("ELPI"), and the College/Career indicator ("CCI"). (Education Code Section 47607(c)(3)).

Dashboard Performance

The California State Dashboard identifies performance levels using one of five status levels (ranging from Very Low (red), Low, Medium, High, and Very High (blue)) for state measures. Please note that the status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are effectively reversed (ranging from Very High (red), High, Medium, Low, and Very Low (blue)).

From the 2023 CA Dashboard release to the 2024 release, RCA has outperformed the State color status in all but one of the indicators, despite only needing to surpass the State status in a single academic indicator to qualify as a middle-performing school. As shown in the table below, RCA has achieved a color of yellow or better in all state indicators.

2023 CA Dashboard		
	RCA	State
Chronic Absenteeism*	Yellow ⟷	Yellow
ELA	Red ↓	Orange
Math	Red ↓	Orange
ELPI	Orange ↓	Yellow
Suspension*	Orange ⟷	Orange

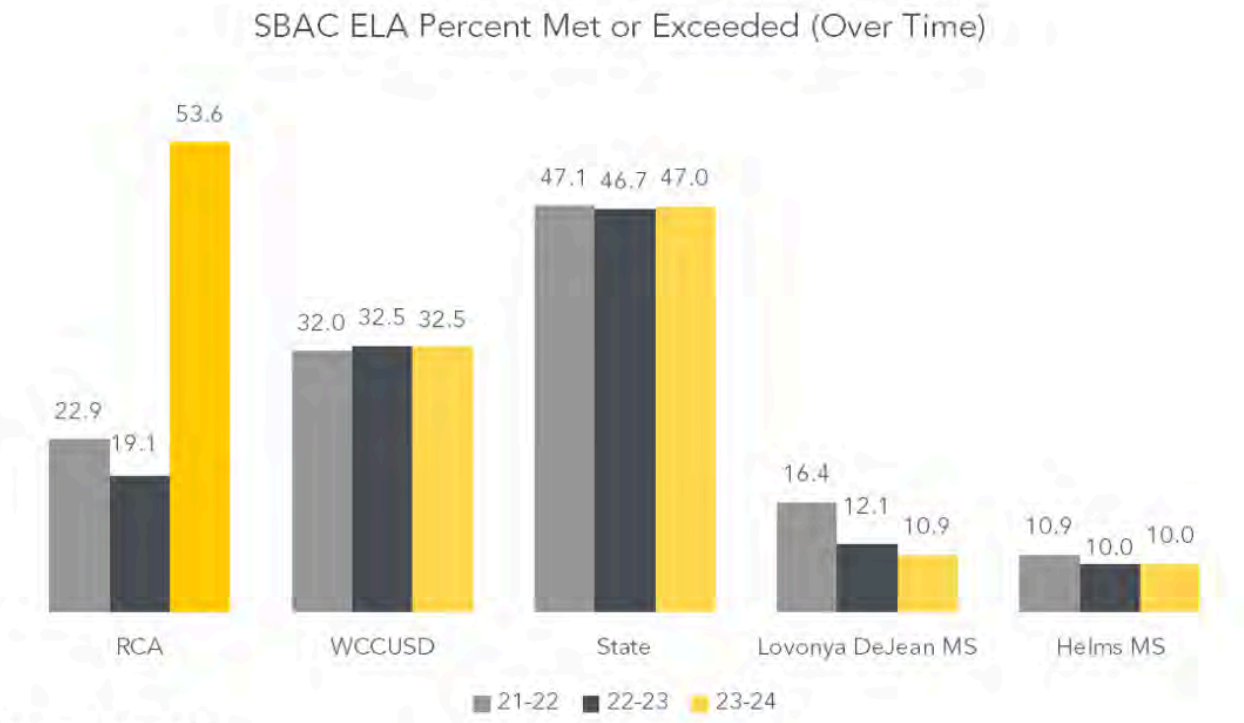
2024 CA Dashboard		
	RCA	State
Chronic Absenteeism*	Yellow ⟷	Yellow
ELA	Green ↑	Orange
Math	Yellow ↑	Orange
ELPI	Blue ↑	Orange
Suspension*	Blue ↑	Green

↑ = color better than state ↓ = color worse than state ⟷ = color same as the state

* Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed.

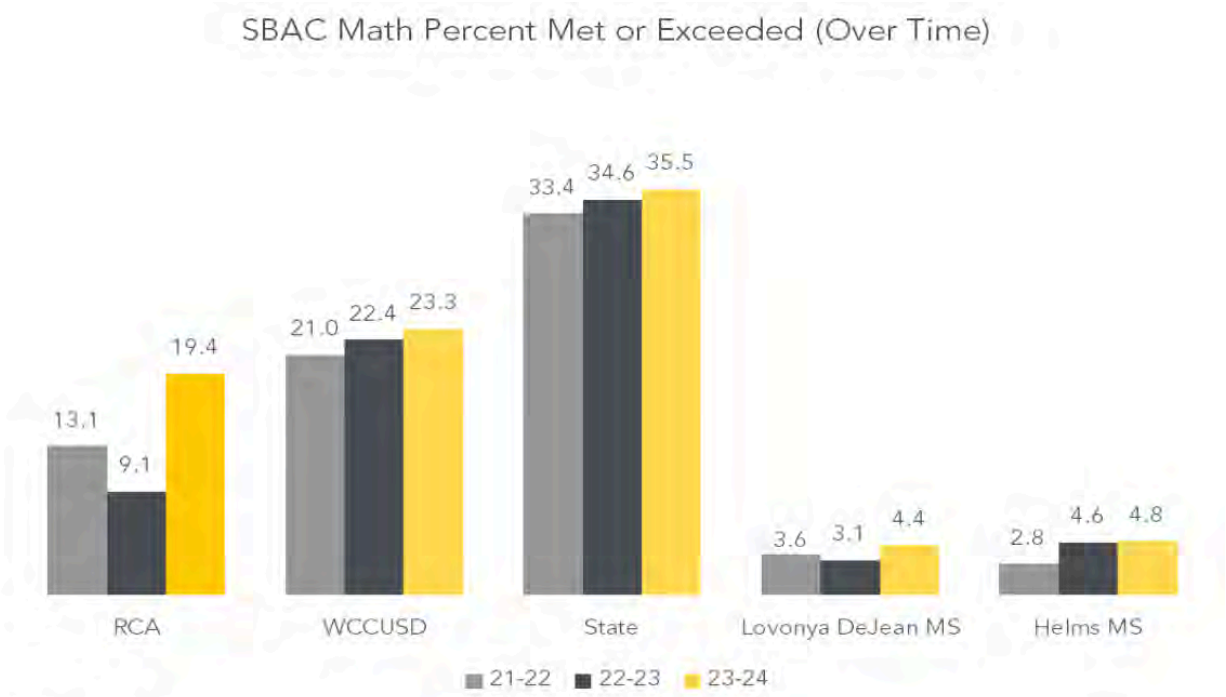
English Language Arts and Mathematics

The CAASPP is available to middle school students in grades 6-8. Below, the data shows the percentage of students who Met or Exceeded grade-level content standards on the CAASPP in ELA and Math. This metric allows grade-level comparisons between schools, the District, and the State. The Dashboard charts and graphs below show a comparison of Richmond Charter Academy's performance and that of the District, State, and local traditional public schools our students would otherwise attend.



Source: CAASPP

Every year within the charter term, RCA outperformed neighborhood schools in Smarter Balance Assessment Consortium ("SBAC") ELA proficiency rates. Notably, during the 23-24 school year, RCA achieved a significant increase in ELA proficiency, surpassing not only the neighborhood schools but also the District and State averages.



Source: CAASPP

Every year within the charter term, RCA outperformed the neighborhood schools in Math SBAC proficiency rates. Notably, RCA achieved a significant increase in SBAC Math proficiency during the 2023-24 school year.

While the performance on the 2024 ELA and Math CAASPP is significantly better than in prior years, we acknowledge that RCA must continue to show gains in student achievement data. Thus, to address the needs of our student population, we have implemented several targeted initiatives. We are prioritizing staff retention at all levels of the Charter School and network to ensure continuity, stability, and a sense of belonging. We have partnered with i-Ready to provide students with personalized practice and feedback on essential skills. Our expanded science, technology, engineering, and mathematics ("STEM") extracurricular programs, such as robotics, coding, and engineering clubs, spark student interest in these fields and provide opportunities for hands-on learning. The addition of a Director of Instruction has strengthened our instructional coaching program, providing teachers with individualized support and professional development to enhance their classroom practices.

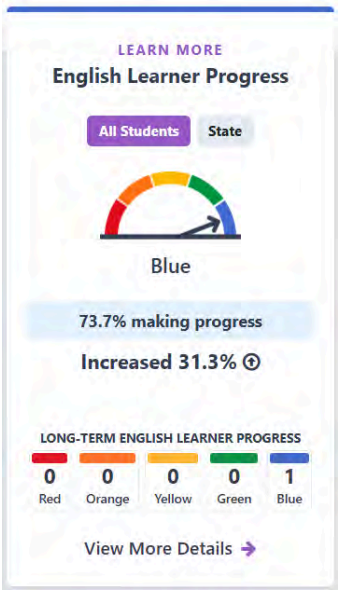
We regularly monitor student progress through monthly data meetings, allowing us to identify areas where students may need additional support and adjust our interventions accordingly. We have also secured additional professional development opportunities for our staff, focusing on topics such as differentiated instruction, strategies and best practices for educating ELs, culturally responsive teaching, and effective classroom management. These initiatives will help us to improve academic outcomes for our high-need students and create a more equitable learning environment.

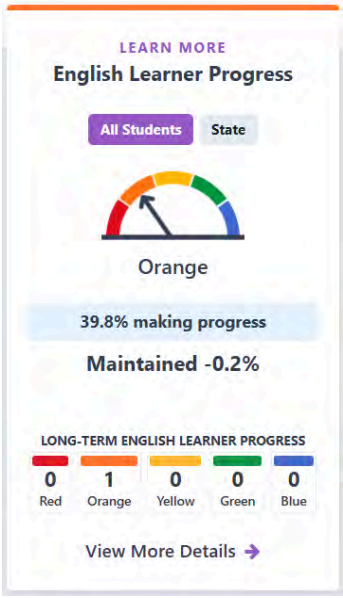
English Learner Progress Indicator

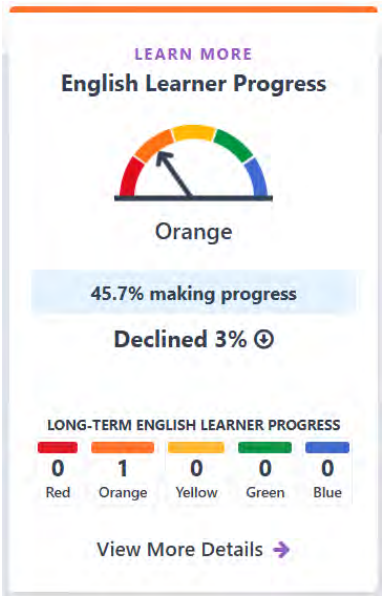
The English Learner Progress Indicator on the Dashboard measures the percentage of current Els who are making progress toward English language proficiency or maintaining the highest performance level. The ELPI is calculated using the English Language Proficiency Assessments for California ("ELPAC"), which measures ELs' proficiency in listening, speaking, reading, and writing. The ELPAC results are used to determine an ELPI level for each student, ranging from 1 to 4. To demonstrate progress toward English language proficiency, ELs must either increase at least one ELPI level from the previous year or maintain a Level 4 from one year to the next.

The graphs below show a comparison between RCA's ELPI percentage of students making progress and that of West Contra Costa Unified School District ("WCCUSD" or the "District") and California.

RCA WCCUSD CA







To increase the number of English Learners making progress toward English language proficiency, we have implemented several comprehensive strategies. We have hired and retained new staff members, including an English Language Development ("ELD") Specialist, an EL paraprofessional, a Director of Student Services who oversees the ELD Specialist, and an External Affairs Manager. These dedicated professionals provide targeted support to ELs, in addition to school staff, ensuring they receive the additional assistance they need to succeed.

We have also implemented a new data dashboard to monitor real-time data on grades and attendance. This allows us to identify students who may be struggling and intervene promptly to address their needs. Additionally, we have built strong

partnerships with community organizations to ensure that our students have access to essential resources and support outside of school.

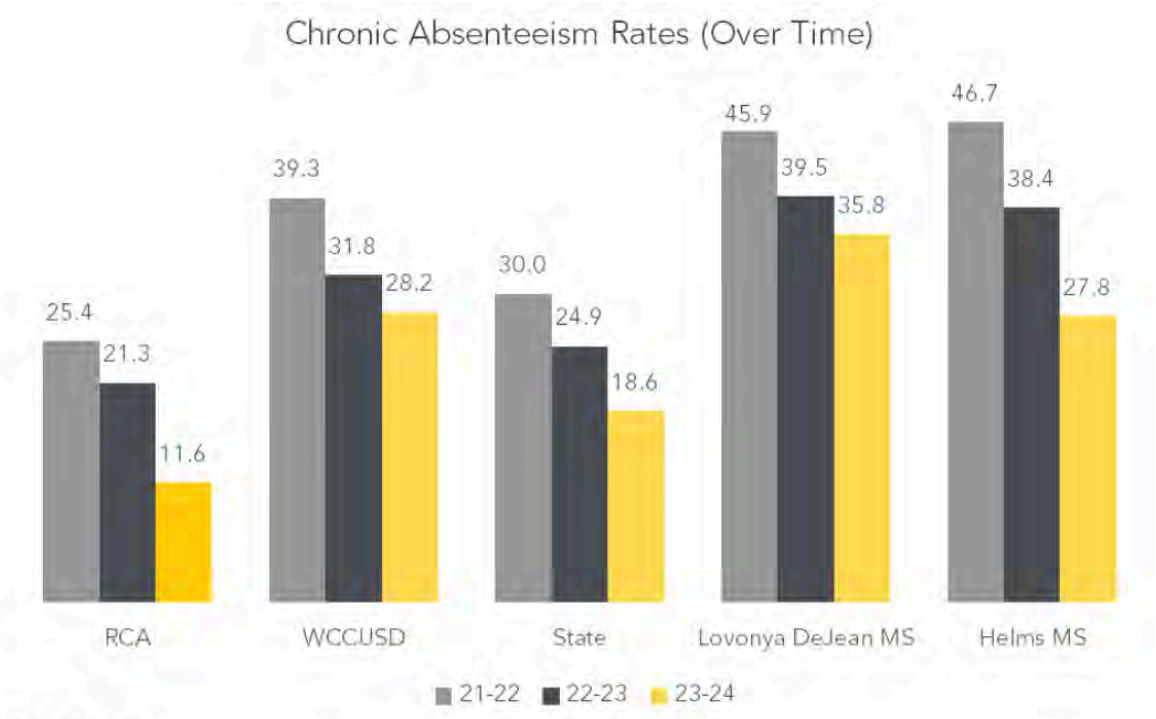
To enhance our staff's instructional practices, we have added professional development opportunities and partnered with Navigator Schools, a high performing network that has a high EL population, to build on best practices. Our hope is that these initiatives will continue to equip our teachers with the skills and knowledge to effectively meet the needs of our EL student population.

Other Dashboard Measures

Other Dashboard measures demonstrate how well schools are engaging students in their learning include the Chronic Absenteeism Rate and how well students are being provided a healthy, safe, and welcoming environment to include the Suspension Rate. The Dashboard Chronic Absenteeism Rate measures the percentage of students who are absent 10 percent or more of the instructional day they were enrolled.

Chronic Absenteeism

Every year within the charter term, RCA maintained lower rates of chronic absenteeism than the District, State, and all neighborhood schools. In addition, RCA had a significant decrease in chronic absenteeism during the 2023-24 school year.

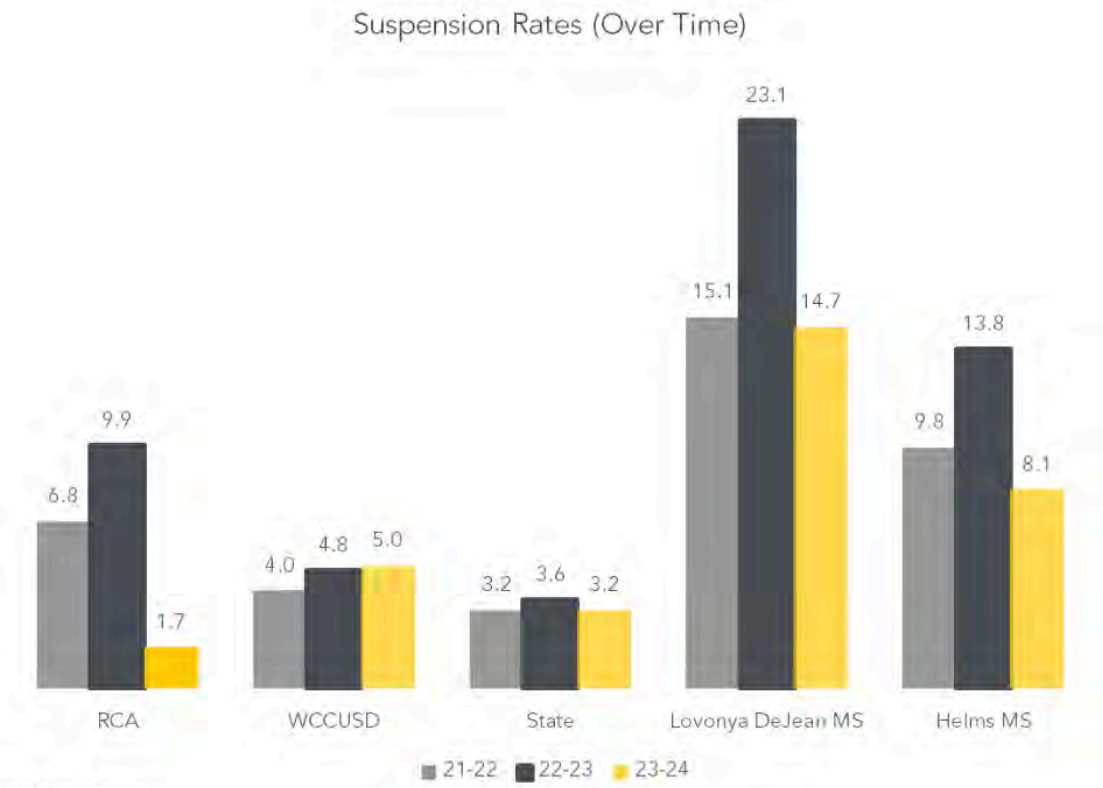


Source: DataQuest

RCA is proud to show that our efforts are working. In the next charter term, we plan to continue combating absenteeism by working with parents/guardians and students to incentivize attendance, doing home visits to talk to families of students who are

disengaged, and creating space for our counseling team to work with families and offer resources as needed.

Suspension Rate
Throughout its charter term, RCA has consistently maintained a suspension rate lower than other neighborhood schools (4.4% on average). In addition, RCA had a significant decrease in suspension rates during the 2023-24 school year, outperforming the neighborhood schools, District and State averages.



Source: DataQuest

We attribute our low suspension rates to our increased efforts to provide alternatives to suspension through our Positive Behavior Interventions and Supports ("PBIS") program, our Multi-Tiered System of Supports ("MTSS") model, and school-wide trainings on restorative justice practices.

Measurements of Academic Performance – Verified Data

The law requires chartering authorities to consider verified data provided by middle performing charter schools showing measurable increases in academic achievement:

> In addition to the State and local indicators, the chartering authority shall consider clear and convincing evidence showing either of the following:
>
> (A) The school achieved measurable increases in academic achievement,

as defined by at least one year's progress for each year in school.

(B) Strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates equal to similar peers.

(4) Subparagraphs (A) and (B) of paragraph (3) shall be demonstrated by verified data, as defined . . .

"Verified data" is defined in statute as "data derived from nationally recognized, valid, peer-reviewed, and reliable sources that are externally produced."

In November 2020, the California State Board of Education ("SBE") approved the criteria to define "verified data" and the list of valid and reliable assessments and measures of postsecondary outcomes as required by Education Code Section 47607.2, and updated that list in May 2023.

From the SBE-approved list of reliable assessments, RCA currently utilizes i-Ready to meet the verified data requirement. The following presented academic achievement data is intended to show RCA making "at least one year's progress for each school year," in accordance with the legal renewal criteria framed above. The CDE has advised schools to follow publisher guidance to define "one year's progress."

i-Ready

RCA uses i-Ready by Curriculum Associates assessments for grades 6-8. i-Ready is an adopted academic progress indicator approved by the California SBE to be on the verified data list. Per Education Code section 47607.2(c)(2), the California SBE established criteria to define verified data. Per the California SBE May 2023 Agenda Item #02, publisher guidance states, "Typical Growth marks the annual growth of an average student at a given placement. It provides a comparative or normative view of growth, answering how students are growing relative to comparable peers." i-Ready's Median Progress to Typical Growth targets[1] identify schools as having met California Charter school growth expectations, based on Curriculum Associates' recommendation "that schools that achieve a year's worth of growth, adjusted for error, have exhibited sufficient growth."

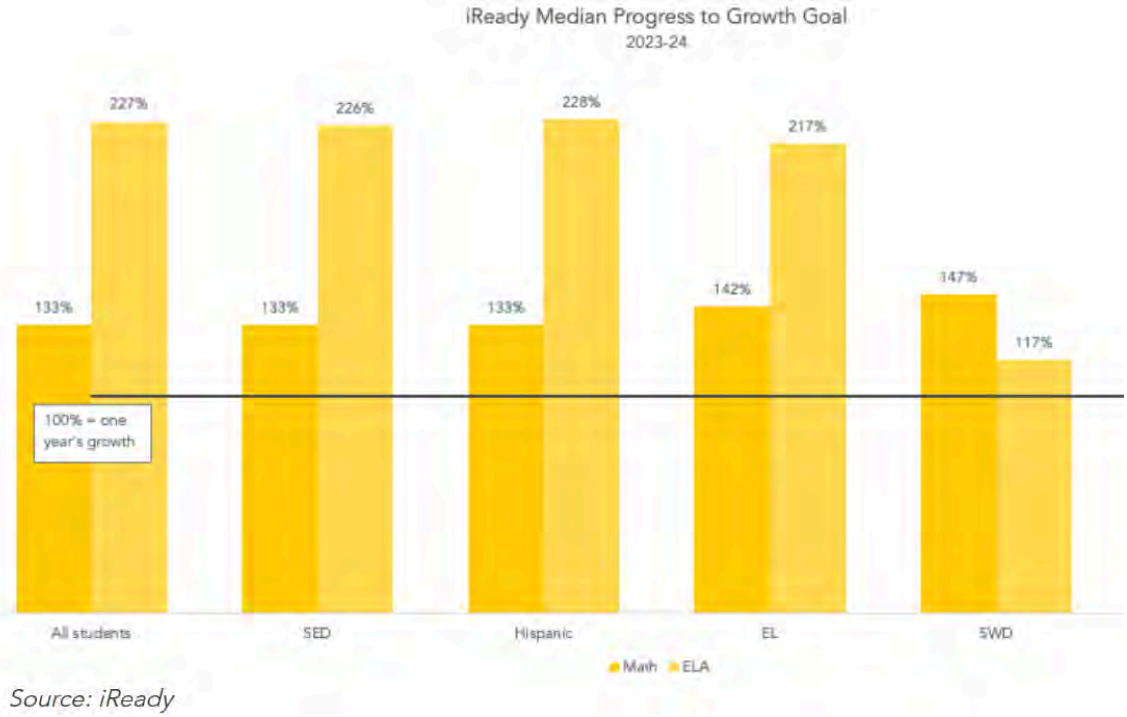
As seen in the table below, all three grade levels met one year's progress based on i-Ready's Median Progress to Typical Growth targets.

[1] In 2023, Curriculum Associates revised typical growth targets in Reading to be 75% in Grades K-5 and 45% in Grades 6-8.



Source: iReady

Not only are students achieving at a high level, they are also growing at higher-than-average rates. In addition, all statistically significant student groups achieved one or more year of growth.



Source: iReady

Beyond the Dashboard and CAASPP measures, RCA is demonstrating year-over-year progress as evidenced by the i-Ready growth and meeting a need in the community. Renewal of the RCA charter is in the best interest of the hundreds of students it serves

each year. Richmond Charter Academy commits to fulfill its mission and to provide a rigorous college preparatory education and character development program that will prepare students from underserved communities to succeed in college and beyond.

As demonstrated by the evidence above of RCA's year over year progress and the need in the community for RCA, RCA meets the renewal criteria under Section 47607.2(b), and must be granted a renewal term of five years.

ELEMENT 1 – EDUCATIONAL PROGRAM

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

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

"If the proposed Charter school will serve high school pupils, the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the "A to G" admissions criteria may be considered to meet college entrance requirements." – Education Code Section 47605(c)(5)(A)(iii)

Targeted Student Populations and Community Need

Richmond Charter Academy is nestled in the historic Fruitvale neighborhood in West Contra Costa. West Contra Costa, with its roots dating back more than 5,000 years to the Ohlone Native People, is a vibrant city today, boasting a diverse mix of cultures and languages. Richmond hosts a mosaic of demographics (as of 2023)[2]: 46.6% Hispanic, 15.2% Black or African American, 17.7% White, 15.3% Asian, 1.2% Pacific Islander, 3.1% Two or More Races, and 0.5% Other, with 34.5% foreign-born and 16.2% living in poverty in 2022.

In addition to being diversity rich, West Contra Costa is known for the arts and creative spirit that often reflect a strong sense of community and activism. The Fruitvale neighborhood hosts various cultural events throughout the year, showcasing its diversity and creativity. The neighborhood also has a significant historical past, including its role in the labor movement and the civil rights movement.

[2] City-Data.com. "Richmond, California." *City-Data*, www.city-data.com/city/Richmond-California.html. Accessed 28 Jan. 2025.

While rich in diversity and culture, many families in West Contra Costa face significant economic challenges. For Richmond Charter Academy families, the financial barriers are even more pronounced as 66.1% of students qualify for free or reduced-price meal services. In addition, the Fruitvale neighborhood has faced challenges in recent years, including gentrification and economic development. Rising housing costs and displacement of longtime residents are significant concerns. The community is actively working to address these challenges and promote economic growth through initiatives like attracting new businesses and supporting existing ones.

Richmond Charter Academy, established in 2012, quickly became a glimmer of hope for families in West Contra Costa. The Charter School established itself as a strong option for socioeconomically disadvantaged, minority, and first-generation-to-college students seeking a rigorous academic environment and personalized support.

RCA has consistently achieved strong academic results, earning recognition as a Title I Academic Achievement Award School from the California Department of Education. Over the years, there has been significant growth in enrollment; increasing from 121 students to over 300 in recent years.

Richmond Charter Academy is a symbol of the community's resilience and determination to overcome economic challenges by leveraging education. Over the 12 years in operation, RCA has gained several recognitions and awards as well as a strong community reputation. Our commitment is to provide all students with an exceptional education that prepares them for life after high school. We want to ensure that our students excel inside and outside of the classroom and are a catalyst of change for their community.

AMPS & Richmond Charter Academy Mission, Vision, Values

The goal of Amethod Public Schools is to provide a fundamental and rigorous college preparatory education to all students who choose one of our schools. We believe that successful life in modern society can be achieved through a college education, especially for historically disenfranchised populations. All AMPS graduates will have completed a challenging academic and character development program which readies graduates to enter and succeed in college as well as provide options for future endeavors.

AMPS Mission Statement

Our mission is to provide a rigorous college preparatory education and character development program that will prepare students from underserved communities to succeed in college and beyond.

AMPS Core Values

Our core values represent the pillars that guide the mission of the AMPS organization:

- Students First: Focusing on students as the priority ensures that all decisions and actions are geared toward their best interests, well-being, and academic growth. This value fosters a student-centered culture, where the needs and development of learners come before anything else.

- Teamwork: Collaboration among students, teachers, staff, and families is vital for creating a thriving educational community. Teamwork promotes shared responsibility and collective effort, leading to better outcomes and fostering an environment where everyone works together to solve problems and achieve common goals.

- Adaptability: In a rapidly changing world, adaptability is key for both students and educators. This value empowers the school community to embrace change, innovate, and stay flexible when faced with new challenges. It also encourages resilience in students, helping them thrive in diverse situations.

- Responsibility: Instilling a sense of responsibility in students and staff promotes accountability and integrity. It encourages everyone to take ownership of their actions, decisions, and contributions to the school community, cultivating a culture of trust and dependability.

- Perseverance: Perseverance teaches the value of hard work, persistence, and grit. It helps students and staff develop the mindset to overcome obstacles, stay committed to their goals, and keep pushing forward despite difficulties. This value fosters resilience and growth.

- Commitment to Distinction: Striving for excellence and standing out in all areas—academically, socially, and professionally—demonstrates the school's dedication to being a top-tier institution. This value drives continuous improvement, motivating both students and staff to aim for high standards and maintain a culture of excellence.

Richmond Charter Academy Mission and Vision

At Richmond Charter Academy, our mission is to provide a rigorous college preparatory education and a robust character development program that empowers students from underserved communities to succeed in college and beyond.

We are dedicated to advancing students' motivation and belief in academic achievement by fostering an environment of accountability, excellence, and opportunity. As a free and public charter school, we are committed to serving students from diverse backgrounds, especially those from low-income families or whose

parents/guardians have not attended college.

By offering structured, demanding coursework aligned with Common Core State Standards ("CCSS"), Next Generation Science Standards ("NGSS"), History-Social Science Framework, English Language Development Standards (collectively referred to herein as "State Standards"), we ensure that all students — particularly those most in need — are prepared to achieve higher academic results and pursue thriving futures. In collaboration with families, staff, and community educational partners, we aim to inspire and support every student on their path to success.

Philosophy

Our philosophy reflects our vision of how to best remedy the deficiencies in the academic performance of poor and minority children in California public schools. This major achievement gap in performance between the different subgroups, divided along racial and economic lines, exposes an issue that should be considered a national crisis. Amethod Public Schools, the parent organization for Richmond Charter Academy, believes that higher education is the surest path to future success for socioeconomically disadvantaged families and that having high expectations for all students is an absolute necessity for academic progress. Drawing the best from every student takes immense effort from teachers, families, administrators, and students, but we believe the results are well worth it. We reason that some of the keys to drawing the best from every student require schools to have and uphold high expectations, identify and retain highly effective teachers, develop and practice systems that ensure academic rigor, provide relevant professional development for all staff, and obtain a commitment from all educational partners.

Richmond Charter Academy understands the importance of utilizing research-based instructional practices to promote student achievement. To address how learning best occurs, staff are trained to:

- Utilize a standards-based and research-supported curriculum
- Incorporate State Standards into instruction
- Align appropriate assessments to the State Standards
- Implement relevant, supplemental instructional programs that are aligned with State Standards and reflect research-based best practices
- Design instruction that incorporates research-backed instructional strategies and other components of effective teaching.

At Richmond Charter Academy, we are committed to fostering an educational environment where equity is at the heart of everything we do. We believe that every student, regardless of their background, socioeconomic status, or life circumstances,

deserves access to high-quality education and the opportunity to thrive. We recognize that systemic inequities have historically marginalized many communities, and we are dedicated to addressing these disparities in our school.

Using an equity lens, we continuously examine and refine our policies, practices, and systems to ensure that every student, especially those from underserved communities, has the support and resources they need to succeed. This philosophy is woven throughout our core values, guiding how we approach teaching, learning, and collaboration with our families, staff, and community.

We strive to create a learning environment where students feel seen, valued, and empowered. By nurturing authentic, caring relationships, we cultivate a space where students are encouraged to bring their full selves to the classroom. In doing so, we help them grow into leaders who think critically, solve problems, and advocate for their own learning.

Our goal is not only to prepare students for college and future careers but to empower them to build fulfilling lives and contribute to their communities. We are committed to using time, energy, and resources to develop our collective understanding of equity and to dismantle barriers that stand in the way of academic achievement for all students. At Richmond Charter Academy, equity is not just a goal, it is our mandate for creating a better, more inclusive future.

Students to be Served

Richmond Charter Academy, established in 2012, became WCCUSD's highest performing middle school with an Academic Performance Index ("API") of 810 in its first year, making it the highest performing school in that District in the history of the API accountability framework. RCA was named one of Innovate Public Schools Top-Performing Bay Area schools for Low-Income Latino Students in both 2015 and 2016. RCA is committed to the principle that all youth will be prepared for the rigors of a high school education, wherever they choose to attend. The AMPS network and educational partners have worked for over thirty years to create the undertaking of supporting smaller learning communities with higher standards when compared to most other neighboring schools.

RCA enrolls a student body in grades sixth through eighth whose diversity represents the general population residing within the territorial jurisdiction of the District and community where the Charter School is located. More specific, the student population served by RCA is predominantly low income, immigrant, and communities who have been traditionally underserved by local public schools. While open to all students, RCA makes substantial efforts to recruit underserved, low-income students in the Charter School's target service area. As such, the Charter School's student population may contain a significant number of students of color, and students traditionally categorized as underrepresented and underserved.

As required by Education Code Section 47605(e)(2)(A) RCA is open to all students who wish to attend. RCA will serve all families that submit an application for their children in available grades up to its enrollment capacity, including the students currently attending, their siblings, and those students in the aligned WCCUSD attendance area, as well as all others, who wish to attend the Charter School. Should applications exceed the number of available spaces, a random public lottery is held.

RCA strives to enroll a student body that is representative of the diversity of the surrounding community and the District as a whole. RCA does not discriminate against any child on the basis of race, gender, ability, religion, sexual orientation, or upon any of the characteristics listed in Education Code Section 220. For additional information about RCA's outreach and recruitment, please see Element G of this charter. We are proud of the accomplishments of the students we serve.

Student Enrollment and Grade Levels Served

Charter School can serve a student enrollment of 330 students in grades 6-8 in a site-based program. RCA has historically experienced a high retention rate, and the students usually remain with the Charter School from grade 6 to grade 8. RCA is committed to serving students who wish to attend the Charter School as capacity allows.

	Projected Student Enrollment for Each Year by Grade Level and Total Enrollment				
Grade Level	Year 1 25-26	Year 2 26-27	Year 3 27-28	Year 4 28-29	Year 5 29-30
6	110	110	110	110	110
7	110	110	110	110	110
8	100	110	110	110	110
Total	320	330	330	330	330

Academic Calendar

RCA is committed to ensuring that students have the time and opportunity to learn and to spend time with their families and friends during school breaks in a traditional calendar. In 2025-26, RCA will offer 180 instructional days to enhance student learning and academic achievement. In addition to our base instructional calendar, RCA offers more than the required 175 days of instruction every year and more instructional

minutes than are required. We anticipate the following additional days and times of programming to help with the implementation of our mission.

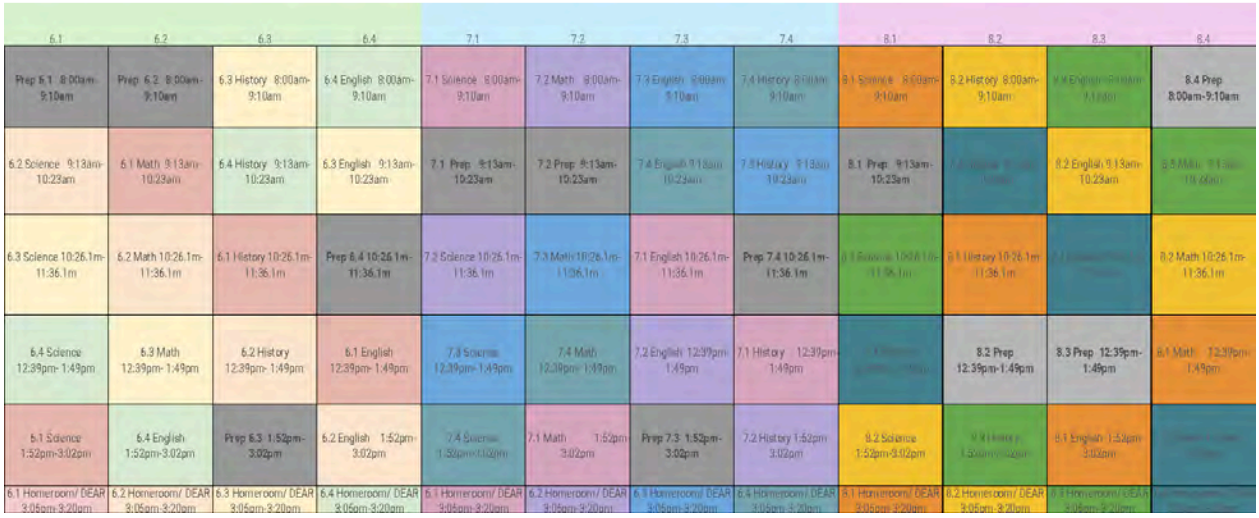
Charter School will have at least 175 days of instruction and for each fiscal year, offer, at a minimum, the following number of minutes of instruction:

(A) To pupils in grades 6 to 8, inclusive, 54,000 minutes.

Bell Schedules

Charter School has developed a bell schedule with exceeds the required number of instructional minutes for all grades. Students have full day schedules Monday through Thursday. Students have a shortened schedule on Friday. Students receive all core instruction (ELA, Math, History, and Science), intervention in ELA and Math, and Physical Education, Music and Film, ELD for ELs based on the Elective Schedule Monday through Thursday. Students receive core instruction on Friday on a shortened schedule. Bell schedules are subject to change to address the needs of students.

Monday – Thursday Schedule



Monday through Thursday Elective Schedule (PE, Music and Film, ELD for ELs)

PE	PE	Film	ELD
6 PE 8:10-9:00am	6 PE 8:10-9:00am	6 8:10-9:00am	ELD 1 6 8:10-9:00am
7 PE 9:03am-9:53am	7 PE 9:03am-9:53am	7 9:03am-9:53am	ELD 1 7 9:03am-9:53am
8 PE 9:56-10:46 am	8 PE 9:56-10:46 am	8 9:56-10:46 am	ELD 1 8 9:56-10:46 am
6 10:49-11:39 am	6 10:49-11:39 am	6 10:49-11:39 am	ELD 2 6 10:49-11:39 am
8 PE 1:21-2:11pm	8 PE 1:21-2:11pm	8 1:21-2:11pm	ELD 2 8 1:21-2:11pm
7 PE 2:14-3:05pm	7 PE 2:14-3:05pm	7 2:14-3:05pm	ELD 2 7 2:14-3:05pm

Friday Schedule

Period 1 8:10AM-9:00AM	A Math	B History	C English	D Science
Period 2 9:03AM-9:53AM	B Math	C History	D English	A Science
Period 3 9:56AM-10:46AM	C Math	D History	A English	B Science
Period 4 10:49AM-11:39 AM	D Math	A History	B English	C Science
Adv. 11:42AM-12:40PM	Advisory	Advisory	Advisory	Advisory

What it Means to be An Educated Person in the 21st Century

A national survey conducted by the Association of American Colleges and Universities titled, Falling Short? College Learning and Career Success[3] highlights significant concerns regarding the preparedness of high school graduates for the workforce.

[3] https://www.aacu.org/research/falling-short-college-learning-and-career-success

Key findings from the survey include:

- Employers overwhelmingly endorse broad learning as the best preparation for long-term career success. They believe that broad learning should be an expected part of college for all students, regardless of their chosen major or field of study.

- When hiring recent college graduates, employers say they place the greatest priority on a demonstrated proficiency in skills and knowledge that cut across majors. Written and oral communication skills, teamwork skills, ethical decision-making, critical thinking skills, and the ability to apply knowledge in real-world settings are the most highly valued among the 17 skills and knowledge areas tested.

- Employers broadly endorse an emphasis on applied learning in college today. They believe that engaging students in applied learning projects would improve learning and better prepare them for career success.

- College students agree with employers on the career value of broad learning and cross-cutting skills.

- Employers are more likely than college students to see room for colleges and universities to improve in ensuring graduates possess the full set of skills and knowledge needed for success.

- Many employers feel that college graduates are falling short in their preparedness in several areas, including the ones employers deem most important for workplace success. College students are notably more optimistic about their level of preparedness across learning outcomes, however.

- Employers say that, when evaluating a job candidate, it would be helpful for them to have access to an electronic portfolio summarizing and demonstrating the individual's accomplishments in key skills and knowledge areas, in addition to a résumé and college transcript.

Workforce Demands in the 21st Century

According to a RAND report, "The 21st Century at Work: Forces Shaping the Future Workforce and Workplace in the United States,"[4] the marketplace is evolving to require knowledge workers across all industries. These roles range from nano scientists to package deliverers, all demanding high-level cognitive skills for managing, interpreting, validating, transforming, communicating, and acting on information. The report emphasizes the importance of:

- Non-Routine Analytic Skills - Abstract reasoning, problem-solving,

[4] https://www.rand.org/pubs/monographs/MG164.html

communication, and collaboration are critical skills for the modern workforce, enabling employees to tackle complex and varied tasks effectively.

Goals to Enable Students to Become and Remain Self-Motivated, Competent, and Lifelong Learners

The Charter School has developed goals that will enable students to become and remain self-motivated, competent, and lifelong learners who are able to develop and utilize the above skills in the classroom and apply them insightfully to the world around them. The Charter School believes that an educated person in the 21st century should possess a comprehensive set of academic and nonacademic skills and qualities that are important for an educated person.

Academic Skills and Qualities:

- Core Academic Skills - A solid foundation in core academic areas as defined by state curricular standards.
- Digital Literacy - Mastery of ongoing learning in the effective use of digital technologies and communication tools.
- Effective Communication - The ability to communicate confidently and effectively, both orally and in writing, with diverse audiences.
- Critical and Creative Thinking - The capacity to think critically and creatively, employing various strategies to solve problems.
- Quantitative Reasoning - Proficiency in quantitative thinking, including data analysis and the application of theories and processes to make informed decisions.

Nonacademic Skills and Qualities:

- Executive Function Skills - The ability to work both independently and cooperatively, demonstrating strong executive function skills.
- Personal Integrity and Motivation - Personal integrity, morality, self-motivation, and self-esteem.
- Lifelong Learning - A commitment to and ability to engage in lifelong learning, encompassing informal learning, on-the-job training, and formal educational achievements.
- Navigational Skills - The ability to navigate institutions, cultures, and systems within their chosen professions.
- Civic Engagement - The skills and willingness to engage in the responsibilities of citizenship.

The Charter School's Approach to Education

The Charter School adopts a student-centered approach to learning, leveraging authentic, real-world contexts to make education relevant and engaging. This approach includes:

- Active Learning - Encouraging students to actively participate in their learning process through discussions, hands-on activities, and collaborative projects.
- Project-Based Learning - Organizing the curriculum around projects that challenge students to apply and integrate their knowledge in meaningful ways.
- Instruction using Digital Platforms - Utilizing digital platforms to enhance learning opportunities and provide access to a wide range of resources.
- Inquiry-Based Learning - Promoting inquiry and exploration, allowing students to pursue their interests and develop their critical thinking and problem-solving skills.

A well-educated person recognizes that the world is constantly changing and is a self-directed lifelong learner prepared to continually adapt to changes that require new skills and competencies to be successful in their lifetime. An individual must be able to subsist in a demanding and fast-paced global environment with ever developing and complicated economic and technological developments. The ability to analyze swiftly with an open mind and make informed decisions based on acumen and understanding of a wide range of perspectives and possibilities will also be essential to success. By focusing on the educational strategies mentioned above, RCA aims to prepare students not only for academic success but also for the demands of the modern workforce and their roles as informed, engaged citizens.

How Learning Best Occurs

The Charter School leadership holds the conviction that optimal learning occurs when students are provided with a combination of a rigorous academic curriculum, a strong support network of well-qualified staff, and stringent standards and expectations within a flexible, personalized learning environment. The structure of the Charter School is meticulously designed to support high student achievement by fostering a high-quality, adaptable learning environment tailored to each student's needs. The Charter School uses data and analysis as the guiding standards to our methodology. We collect and evaluate achievement, grade performance, attendance, and suspension data to measure the effectiveness of the Charter School's overall performance.

Key Elements of Richmond Charter Academy's Learning Environment

1. Rigorous Academic Curriculum: The Charter School offers a challenging academic curriculum that pushes students to reach their full potential. This curriculum is designed to meet high standards and prepare students for high school, college and career success.

2. Strong Support Network: A dedicated team of well-qualified staff, including teachers, paraprofessionals, counselors, and administrators, provides the necessary support to ensure each student can succeed. This support network is essential for guiding students through their academic journey and addressing any challenges they may face.

3. High Standards and Expectations: The Charter School sets and maintains rigorous standards and expectations for all students. These high expectations encourage students to strive for excellence and develop a strong work ethic.

4. Flexible, Personalized Learning: Recognizing that each student has unique learning needs, the Charter School offers a flexible and personalized learning environment. This approach allows for differentiated instruction and the ability to tailor learning experiences to individual student's strengths and areas for growth.

Conducive Learning Climate

A climate conducive to learning is crucial for student success. The Charter School draws on instructional approaches proven effective with its target population, ensuring that learners see connections between their experiences at home, in school, in the community, and the broader world. This holistic approach makes learning more meaningful and engaging.

Meaningful Learning Connections

Learning becomes more impactful when students can connect their existing knowledge with new information acquired in school. The Charter School employs a culturally relevant pedagogy, integrates real-world work, and emphasizes community service learning. These strategies enable students to view themselves as active contributors capable of making a positive impact on their school and community.

Project-Based Curriculum

The Charter School's curriculum includes project-based learning, where students pose and answer questions related to real-life situations. This approach helps students see the relationships between different academic disciplines, their personal lives, and the real world. It fosters critical thinking, problem-solving, and the ability to apply knowledge in practical contexts.

Career Planning and Technology Integration

The Charter School values a strong connection to career planning, ensuring that by their eighth-grade year, students balance academics with hands-on career skills development. Technology is seamlessly integrated into all subjects, serving as a powerful tool for learning both in the classroom and at training sites.

To continue to increase student access to technology, the Charter School created the following action plan.

Increased Student Access to Technology and Other Initiatives Provide access to relevant technologies to all students while educating students in Digital Citizenship, Research, and Information Fluency to equip them with skills for the 21st century.		
GOAL 1: Ensuring that students understand digital citizenship.	GOAL 2: Communication regarding Technology	GOAL 3: Inventories + Loss Prevention
ACTION PLAN	ACTION PLAN	ACTION PLAN
• Ensuring that all students understand Chromebook care and updates. • For tech-dependent assignments, give students ample time to complete in class • Make text-to-speech and speech-to-text accessible and easy to use in all contexts • Allow for a variety of ways for	• Utilizing Hapara during Independent work to ensure students are on task during assignments. • Parent-Student-Staff Technology contract which includes consequences for breaking/losing and includes a small tech deposit for recuperating losses	• Running regular inventories - check counts, condition, chargers, the general functioning of tech • Possible for future: Classroom sets of computers only so that students do not have to lug their Chromebooks back and forth from home to

students to express what they have learned	• Teachers clearly state Chromebook time in lesson plans	school • Tech Contract

High Expectations and Support

When adults expect students to succeed and provide the necessary support, students are more likely to rise to meet those expectations. Psychologist Lev Vygotsky emphasized the importance of learning within a student's zone of proximal development, which involves problem-solving with guidance from adults or collaboration with more capable peers. The Charter School's curriculum is founded on clearly stated objectives, such as the State Standards, ensuring that all students have a clear understanding of what is expected of them.

Personalized Attention and Scaffolding

The small school community at the Charter School allows faculty and administration to personally know each student. This close-knit environment enables teachers to scaffold students' learning effectively, providing the support needed to help all students achieve academic growth and success. Differentiated instruction is a key component, ensuring that each student's unique needs are met, and they are guided toward achieving their full potential.

The Charter School believes in a comprehensive approach to education that combines rigorous academics, strong support, high expectations, and personalized learning. This approach creates an environment where students are motivated to learn, see the relevance of their education to their lives, and are prepared for future success in college, careers, and as responsible citizens.

College and Career Readiness

RCA employs a Dean of Students and a School Counselor who are tasked with promoting a college-going culture at the school. All RCA students are invited to participate in school sponsored field trips to college campuses at least once per year. This means that, by the time a student leaves RCA, they will visit a minimum of three college campuses. Moreover, RCA has added an advisory component that provides a teacher-led weekly period to address grade/age specific content to prepare students for life after high school.

Parent College Readiness

The majority of our students will be the first in their families to attend college. In order to increase the likelihood of a student graduating from college, we understand that parental support is critical. Since most of our parents/guardians have not attended college, we created a space to educate and assist parents/guardians with understanding the college admission process. Parents and community members are invited to attend parent/guardian workshops that focus on college and career exploration. We partner with various organizations in the Bay Area and California to support our college model. Through our partnership with the East Bay Consortium and the California Student Aid Commission, we have been able to offer financial aid presentations and support to parents/guardians. Parents from all grade levels are invited to college field trips so that they can learn about the colleges and get a sense of what it feels like to be on a college campus. We are building our connections with local organizations to support our efforts and increase college and career awareness in our community.

Career Day

We believe all students can succeed in a rigorous college-prep environment when provided with effective educators, personalized attention, and a disciplined commitment to academics. Our vision entails not only having students attend college but to also succeed in all their future endeavors so that one day, they may return to their community and provide support and progress for the following generations to come.

To do this, we want to offer students real-life experiences and have them engage with professionals from their community. As such, RCA will host an annual Career Day where a variety of different businesses, organizations, professionals, and community partners speak about their careers and life experiences. The aim is to expose our students to career paths and mentors that can help them visualize their futures. In the process we make meaningful partnerships that can lead to internship and community service opportunities for our students.

Character Development

In addition to focusing on academic skills, teachers and staff at RCA place a strong emphasis on character building. Students learn skills to be successful in and post high school. RCA aims to prepare students to build advocacy, communication, collaboration, problem-solving, decision-making, critical thinking, and self-reflection skills. These skills ensure that students experience success in life after high school. Outside of the classroom, students have additional opportunities for character building through the wide variety of student-led clubs and athletic teams, where they participate in community presentations, service projects, and other outreach activities. Students also have the opportunity to help their community through multiple community service clubs and their sponsored activities. RCA students acquire life skills that provide a

meaningful connection to society.

The goal for all of our students is to develop an understanding that education is imperative for their future and necessary for their success in adulthood. We establish a school culture where diligence, perseverance, and creativity are respected, and where being responsible for their education is the ultimate goal. When students accept greater responsibility for their learning, they have a higher propensity to achieve at higher levels in part because of the intrinsically self-directed importance of their intellectual growth. Moreover, AMPS schools implement an "All Is Earned Culture" through the implementation of incentive-based programs such as minimum Grade Point Average requirements for participation in athletic teams and clubs, field trips, and spirit-related events. The goal for all of our students is to develop an understanding that education is imperative for their future and that a strong work ethic is necessary for success, and success comes through persistent dedication to goals.

Social-Emotional Learning and Mental Health Supports

At RCA, we are committed to nurturing the holistic development of our students by prioritizing social and emotional learning. We believe that creating a supportive and inclusive school environment is essential for students to thrive academically and personally.

Our Social Emotional Learning ("SEL") approach is grounded in the following key principles:

- Intentional Integration: SEL is embedded throughout our curriculum, from academic subjects to extracurricular activities. This ensures that students have many opportunities to develop essential skills.

- Culturally Responsive Practices: We recognize the importance of tailoring our SEL initiatives to the diverse backgrounds and experiences of our students. Our programs are designed to be culturally relevant and equitable.

- Collaborative Partnerships: We work closely with families, community organizations, and mental health professionals to provide comprehensive support for our students.

Specific examples of our SEL initiatives include:

- Dedicated Mental Health and Counseling Staff: Our school employs a team of qualified counselors and mental health professionals who are available to provide individual and group counseling sessions, as well as crisis intervention services.

- SEL Curriculum: We have implemented a comprehensive SEL curriculum that teaches students how to manage their emotions, build healthy relationships,

make responsible decisions, and set and achieve goals.

- Social-Emotional Learning Activities: Throughout the school year, we organize a variety of SEL activities, such as mindfulness practices, community service projects, and peer mediation programs.

Our SEL efforts have yielded significant positive outcomes for our students. Academically, students with strong social and emotional skills have demonstrated higher achievement. Additionally, our SEL initiatives have led to a marked decrease in disciplinary incidents and a more positive school climate. Moreover, students report feeling more confident, connected, and resilient as a result of our SEL programs.

By investing in SEL, we are equipping our students with the skills they need to succeed in school, their careers, and their personal lives. We are proud of the progress we have made in this area and are committed to continuing our efforts to create a positive and supportive learning environment for all students.

The Five Successful Strategies for an AMPS Middle School

Small Campus - Schools with large populations of students are built on the premise that theoretically, due to the economies of scale, a large school is more efficient at delivering a comprehensive educational product. The problem is that these large schools may be too big for students who require a more personalized approach to learning. Many students can fall through the gaps and end up with their academic needs failing to be addressed in large schools.

Moreover, problems such as discipline and violence can escalate, and campus security becomes a serious issue. Our smaller campuses expose students to more information, time, and individual attention, making it much easier to figure out how a student learns and what "works" for them academically, socially, and emotionally.

Interdisciplinary Courses with a Focus on College Readiness - Currently RCA utilizes a series of courses in each grade that focus on college readiness skills and prepare students for the academic rigors required by most high schools. The 6th grade classes also help students practice the routines, skills, and rules that will be utilized in all of their classes; it acts as a "culture builder" both in the sense that students absorb the school's college-going culture and in that they create a culture unique to their cohort. The hope is that all students, regardless of background or family income, will have as much support as possible in their quest to attend a college of choice and to pursue opportunities in alignment with their passions.

Structure - Amethod Public Schools believe that effective teaching practice and structured schools and classrooms are the best preventative measures to negative student discipline matters. Teachers must give students a clear understanding of how tasks proceed. For example, if students are to enter the class, teachers will begin by describing how students are to enter the facility and classroom properly. This must be

explicitly taught and re-taught early to avoid confusion. In our methods, we require every teacher to make lists of student roles and group responsibilities and explain, discuss, and teach these thoroughly. In this way, students will know what is expected of them, even though the specific content or tasks will change. Amethod Public School students will have a clear sense of their daily schedules, even if they vary from day to day. Explicit information on what is expected of students is provided and reinforced through clearly structured daily patterns and class activities. We do not ascribe to the spiral of continual suspensions and the constant flow of students to the office as is seen in many schools.

Attendance Matters - As basic as the concept may be, many students, particularly those at the middle school levels, become careless about regular attendance. Missing a few classes seems inconsequential to them and at times it seems insignificant to parents and families as well. School officials are sometimes faced with parents/guardians who are unaware of their child's absence from school or, worse, who are aware but quite willing to make excuses for the absence. There are several reasons why regular school attendance is important for every student. Absenteeism hurts the student. Students who are frequently absent fall behind in academics and miss important concepts that enhance their ability to understand and follow directions or, ultimately, plan for the future. Absenteeism hurts other students. Students who are frequently absent require more individual attention from the teacher. Absenteeism hurts the school and organization. State financial support for schools is linked to student attendance. When students are absent the school loses funding. Each lesson presented to students is based upon or related to those that preceded it. Just as we can never regain a moment wasted, the child who misses a day of school also misses a day of education which cannot be retrieved.

High Expectations for All Students - Amethod Public Schools are centered on high expectations for all students. We ensure that every student takes rigorous courses to be prepared for the competition of getting into college. Considering that we are an academic-focused school system, we require extensive individual and group work outside of the classroom. As such, our schools offer academic support programs to meet the needs of the entire student population and to empower students to reach their full potential. The staff is committed to and required to ensure that all students are either performing at grade level or working their way through, regardless of their skill level upon enrolling in the school. We also have high standards for student behavior and expect all staff, parents/guardians, students, and administrators to understand and reinforce the adherence to proper student conduct and school policies.

Education Program Overview

Our teachers align with the 2024 California Standards for the Teaching Profession[5] ("CSTP") - which set forth instructional standards and expectations for each Richmond Charter Academy classroom.

The 2024 California Standards for Teaching Profession are designed to identify and clarify effective teaching strategies that positively impact student achievement and well-being. They define key aspects of effective teaching and offer a structured approach to help educators and educational partners navigate the complexities of teaching while continuously enhancing their practices.

At RCA, we recognize that there is no one-size-fits-all approach to professional practice, the CSTP standards acknowledge that different teachers employ various methods to effectively implement them in their unique teaching contexts. The CSTP provides a framework that encourages educators and others to develop personalized, action-oriented goals and strategies tailored to the specific needs of their students and learning environments. This tailored approach is crucial for fostering quality teaching across RCA's diverse student populations.

The CSTP are comprehensive in scope, aiming to:

- Offer a holistic perspective on teaching that addresses the diverse needs of RCA's students.
- Influence and support RCA teachers in adopting evidence-based practices that promote equitable, high-quality education.
- Address effective teaching across all grade levels, from early childhood education to adult education.
- Define the fundamental principles and foundations of teaching across all subject areas.
- Provide a structured pathway for continuous professional growth from initial teacher training to advanced, accomplished practice.
- Align with state standards, frameworks, guides, and resources that focus on specific subjects, skills, or student demographics.

In essence, the CSTP serves as a flexible and robust framework at RCA that guides our educators in enhancing their teaching practices to meet the varied needs of students and achieve excellence in education.

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Instructional Approaches and Strategies

All educators at Amethod Public Schools use a variety of pedagogical strategies to ensure all students learn and grow continuously. These instructional strategies are well-aligned to the deep understanding required by the State Standards. The instructional program will be revised as needed as more is learned about effectively implementing the CCSS. These guidelines, as well as the adopted curriculum materials, provide the structure for a standards-based instructional program. AMPS educators are also trained to adapt these methods in ways that maximize the personalized learning experiences that each child receives.

All teachers submit weekly lesson plans with objective progressions that are structured in accordance with Bloom's Taxonomy Action Verbs (Remembering, Understanding, Applying, Analyzing, Evaluating, Creating). Scaffolded professional development workshops are delivered over summer so that all teachers practice breaking down standards into measurable objectives. This lays the foundation for ongoing Professional Development arcs and conversations between coaches and teachers about lesson design and implementation. The lesson planning process for RCA is largely based off the work of Robert J. Marzano (various titles) and Explicit Direct Instruction by John Hollingsworth and Sylvia Ybarra.

Robert Marzano delineates that effective teachers constantly set goals and check for understanding, as well as ensure they are providing their students with feedback. In our lesson plan template, teachers are required to structure daily lessons that are standards-based, objective-driven, with space to implement checks for understanding, an exit ticket, and an extension activity. Teachers regularly include pair shares, using specific prompting questions, cold calling, repetition, no opting out, actively monitoring, and other strategies to gather raw data about student understanding of the material which allows teachers to adjust lesson as dictated by student need.

Marzano also details that effective teachers maintain relationships with students and communicate high expectations. Due to being a small school, teachers and students have a space to maintain close and meaningful relationships. Through the advisory program, our students have an adult that can regularly check in on them and address instructional and other student needs. Our behavior intervention system is also aligned to allow teachers to facilitate high expectations in the classroom.

The major pedagogical strategies used include:

Explicit Instruction: Explicit instruction is an evidence-based form of teaching, in which the teacher presents the lesson by stating the standards-aligned learning objective, specific instructions. Then the teacher models an explicit skill and application using criteria for success using thinking steps. Next, the teacher prompts guided practice, and frequent checking-for-understanding. At the conclusion, students take the lead and individually demonstrate their new skills or content knowledge on a formative

assessment that is collected and evaluated for mastery using a rubric or success criteria to uncover misconceptions and to inform future lesson targets.

Problem Based Instruction: Problem Based Instruction provides students with a step-by-step process for determining the solution. Problem-based learning is somewhat narrower and is directed toward finding solutions according to clearly defined steps.

Inquiry Based Instruction: Inquiry Based Instruction presents students with a problem or question, formulate, and test theories to work toward a solution. Inquiry based learning is more directed toward fulfilling the human need for discovery and encourages students to explore the world around them.

Close Reading with Text-Dependent Questions: Close Reading supports access to complex texts through standards-aligned text-dependent questions that scaffold in difficulty to support students' full understanding of grade-level texts. Students engage in multiple reads of the text to support a deep understanding of complex texts.

Academic Discourse: Academic Discourse provides daily opportunities for students to engage in protocols that support discussion among peers to solidify their own understanding and to support the development of peer and collective understanding. Instructional protocols include Fishbowl, Final Word, Jigsaw, Socratic Seminar, Tea Party, Say Something, Think-Pair-Share, and Rank-Talk-Write.

Building Academic Vocabulary: Building Academic Vocabulary provides regular, ongoing opportunities for scholars to strengthen tier two vocabulary. Protocols to support include Frayer Model, Semantic Webbing, Vocabulary Squares, and Contextual Redefinition.

Flexible Grouping: Flexible grouping within the classroom provides differentiated support. For example, pedagogical support might include literacy support, tutoring across subject areas, and multi-language learning support. The utilization of flexible groupings allows teachers in the classroom to target materials based on students' needs. The teacher collaborates with the reading interventionist or instructional aides regarding instruction for small groups of students needing more specific support.

To ensure and support our teachers in implementing the aforementioned pedagogical strategies, we have designed a well-developed instructional coaching and professional development plan.

Instructional Coaching

Amethod Public Schools believes in the implementation of an effective teacher coaching and feedback plan which involves a structured approach that fosters continuous professional development. We have established a clear framework that includes regular bi-weekly classroom observations, peer feedback sessions, and

individualized coaching meetings. Coaches are trained to observe lessons with a focus on specific pedagogical strategies, student engagement, and learning outcomes. After observations, a collaborative feedback session follows and allows teachers to reflect on their practices, discuss strengths and areas for growth, and set actionable goals. This reflective practice encourages a growth mindset, where teachers feel supported in experimenting with new techniques without fear of judgment.

Throughout the year, the Richmond Charter Academy Site Director and Deans conduct formal and informal classroom observations. Each teacher receives coaching on a bi-weekly basis. The Home Office Director of Instruction supports the Deans to ensure consistent practices. The tools that we use to align and improve instructional practices are the CSTP rubrics, Get Better Faster model, and Teach Like a Champion strategies. AMPS has integrated these tools into our instructional coaching framework to increase teacher effectiveness and improve student outcomes.

To ensure the sustainability and effectiveness of the coaching plan, it is essential to create a culture of trust and collaboration among staff. One concrete strategy we have begun is to establish peer observation cycles, where teachers pair up to observe each other's classes and provide feedback using a structured protocol. Additionally, weekly professional development sessions are held, focusing on topics such as classroom management techniques, strengthening content depth of knowledge or integrating technology into lessons. As well as, implementation of a shared digital platform, like Google Drive, Google Classroom or Messenger, for sharing resources and feedback has further enhanced collaboration. Regular check-ins, weekly staff exit tickets/ feedback, brief surveys or one-on-one meetings, have also been included to assess the impact of coaching and allow for adjustments based on teachers' needs. By prioritizing ongoing support and creating a safe space for professional dialogue, Amethod Public Schools coaching plan enhances teaching quality and ultimately improves student outcomes.

Professional Development

Amethod Public Schools staff participate in extensive professional development. Our professional development plan is aligned to the annual educational priorities established by Amethod Public Schools and the Charter School. Amethod Public Schools professional development plan focuses on enhancing instructional practices, fostering collaboration, and integrating technology into the classroom. The plan could include a series of workshops and training sessions tailored to different grade levels and subject areas, emphasizing current educational trends, pedagogical strategies, and differentiation techniques. Collaborative learning communities are established, allowing teachers to share best practices, observe each other's classrooms, and engage in constructive feedback.

Before the school year starts, all AMPS' staff participate in week-long professional development sessions. We call this our AMPS Summit. There are various professional

development strands based on the roles that staff have. For new teachers, AMPS has a New Teacher Summit where they participate in training specifically tailored to them.

To ensure that the professional development plan is effective and relevant, ongoing assessment and feedback mechanisms are integrated. Regular surveys and reflection sessions allow educators to voice their needs and experiences, allowing for adjustments to the program, as necessary. Furthermore, technology training on all curricula has been a core component, equipping teachers with the skills to effectively utilize digital tools and resources in their instruction. By prioritizing these elements, the professional development plan fosters a culture of continuous improvement and innovation, ultimately enhancing student learning outcomes across all grade levels.

Conditions for Adult Learning

As we walk through classrooms, we expect to see quality lessons that engage students in the academic content through culturally responsive teaching and interesting tasks. We value our teachers and support them to be facilitators in their classrooms by providing a variety of supports. In order to do this, we must create experiences for our staff that encourage them to be collaborative, problem solvers, and hold a growth mindset.

As an organization we provide:

- Coaching and Professional Development - Network and Site-Based
    - Implement coaching programs to support teachers in the delivery of high-quality instruction.
    - Guidance, feedback, and professional development opportunities to enhance teacher effectiveness and student engagement.
    - Collaboration with school leaders to design and facilitate site based professional learning communities focused on instructional best practices.
    - Professional development sessions with school leaders.
    - Bi-weekly instructional walkthroughs between AMPS Home Office staff and RCA instructional Deans to help support their development/growth and to ensure there is alignment across grade levels and content areas.
- Instructional Frameworks and Standards-Aligned Instruction
    - Ensure that instructional practices are aligned with state standards, adopted curriculum, and assessment requirements.
    - Develop and implement instructional frameworks and models to guide teaching practices across all content areas and grade levels.

- Regularly gather, analyze, and take action on data related to teacher practice, curriculum, and standards that bring about continual and measurable improvement of AMPS's learning environment and student performance.

- Curriculum Development and Adoption
    - Collaborate with educational leadership to ensure curriculum alignment with state standards, district goals, and educational research.
    - Utilize data analysis tools to assess student learning outcomes and identify areas for improvement.

To make gains with our students we must examine our instructional practices to see how we are increasing the students' skills and independence as they move closer to their grade level demands. We must also become experts in analyzing data to show us where we need to focus and how targeting specific groups can help us tailor instruction without lowering the rigor of grade-level demands.

Curriculum

The Charter School offers equitable access for all students to curriculum that is aligned to the State Standards and the instructional design will support access to grade level content to ensure student success. Students will develop competence in literacy and mathematics such that they demonstrate achievement on benchmarks, performance assessments, and, most importantly, in the real world as they prepare to enter high school.

The adopted curriculum supports direct and explicit instruction with articulated learning goals, inquiry and project-based approaches, small group instruction, Socratic style forums, and individualized support through small group tutoring and technology. This means that, on a daily basis, students have opportunities to work on learning tasks independently and with support from teachers, tutors, and peers.

It is very important to note that the Charter School does not assign credit for grades under a "C-" level, unlike most middle schools.

Subject	Curriculum
ELA	The English classes have adopted the CCSS ELA aligned curriculum, College Board Springboard, which ensures that students meet CCSS in reading, writing, speaking, and listening. Each unit in the curriculum includes lessons and

	activities that lead up to the Embedded Assessments. The English Language Arts and English Language Development curriculum are designed to support the examination and analysis of grade level, complex texts through demonstration of critical reading, analysis, and listening and speaking skills in order to comprehend, interpret, evaluate and discuss ideas. Throughout the curriculum, students engage in academic writing such as narrative, expository, and argument forms that range from various modes of expression appropriate to audience and purpose. Students will be exposed to instructional strategies, such as academic discourse discussion protocols, in order to support them in formulating and communicating ideas clearly and effectively. Additionally, ELD supports, such as vocabulary and sentence frames for writing and academic discourse, are integrated throughout instruction.
ELD	For ELD, we offer designated instruction for all ELs. In these classes, we use Impact by National Geographic/Cengage. Impact teaches learners to think critically and to develop the language skills they need to find their own voice in English. The carefully guided language lessons, real-world stories, and TED Talks motivate learners to think creatively and communicate effectively. To support instruction, RCA also uses supplemental programs to aid and accelerate student language acquisition. We utilize Lexia as a supplemental program to target specific skills and provide individualized learning modules.
Social Science	Students apply historical, political, philosophical, geographical, economic and sociological knowledge to local and global situations in order to comprehend contexts and events, predict and evaluate the outcomes of human actions, and act responsibly as world citizens. Students learn to apply chronological, thematic and integrative thinking, develop and test hypotheses about cause and effect, gather evidence to support conclusions, conduct in-depth and relevant research, critically examine sources, and synthesize ideas. Materials include primary sources, historical literature, and a variety of non-fiction texts as recommended by the Common Core State Standards.

	For our History classes, we use TCI History Alive! as our guiding course material. The TCI curriculum aligns with state standards and offers blended learning materials that utilize digital resources to create highly engaging activities for students.
Mathematics	For Math, we use Eureka Math. The math curriculum is designed to focus on developing a deep understanding of standards that are connected to key topics and concepts as they are built over time. Delivery of instruction utilizes a balanced approach that attends to the three aspects of rigor (conceptual understanding, procedural fluency and skills, and application) with equal intensity, enabling students to develop a strong conceptual foundation, appropriate mathematical fluency, and critical problem-solving skills. The curriculum is problem-based with real-world connections and includes diverse representations to create connections with new concepts. Thus, students discover, understand, and internalize key math concepts and apply their learning to various real-world problems and scenarios, simultaneously building procedural fluency and conceptual understanding.
Science	The science curriculum allows students to demonstrate understanding of scientific concepts and ideas through real-world applications. Through inquiry-based and hands-on investigations of real-world phenomenon, students will construct explanations for scientific phenomenon and design solutions for real-world problems. For our science classes, we use Amplify Science. The textbooks provide an in-depth, collaborative, and project-based learning experience.
Visual and Performing Arts	RCA believes that participation in visual and performing arts is critical for a student's enrichment and development. We offer visual and performing arts classes which introduce students.. The arts are also integrated into interdisciplinary units to inspire and deepen learning experiences. RCA encourages our teachers to build cross-discipline activities for students to engage in. Additionally, we actively seek partnerships with colleges, community organizations, and companies where

	our students can participate in additional visual and performing arts education and activities.
Physical Education	The Physical Education program at RCA is designed to use standards-based instruction to support student mastery of grade level physical education standards. The PE program develops students' skills and positive sportsmanship through both cooperative and competitive games and activities. We provide daily opportunities for students to practice the important components of health-related fitness: aerobic capacity, muscular coordination, strength, endurance, and flexibility. Students are introduced to basketball, soccer, running, volleyball, yoga, and cardio-vascular exercises. In addition to physical activities, students develop an understanding of the importance of health, nutrition, and sexual education through classroom instruction and collaborations with local health agencies.
Social-Emotional Learning	We utilize Second Step as our SEL curriculum. The curriculum helps create a culture where all students build connections, confidence, resilience, and other skills they need to thrive in the classroom and beyond. The curriculum is relevant to the challenges and opportunities that are unique to the high school age group. The learning is based on up-to-date research, a culturally responsive framework, and student feedback. It provides integrated practices for leaders and educators, activities for students, and a scaffolded game plan that is easy to follow. The program is broken into four pathways. Pathway 1 is Belonging and Connection, allowing school leaders, educators, and students to cultivate a sense of social and school belonging so students feel accepted, respected, and known, and can create and sustain positive relationships. Practices and activities focus on effective communication practices, positive peer interactions, trust, and explorations of key psychological concepts that influence belonging. Pathway 2 is Confidence and Capability. This pathway creates learning conditions that build students' beliefs in their ability to overcome challenges and achieve personal and academic success. Practices and activities focus on achieving goals, resilience in the face of challenges, and adaptive approaches to learning such as a growth mindset and a mastery-goal orientation. Pathway 3, Agency and

	Opportunity, allows students to explore taking ownership over their learning by providing opportunities to build and apply their strengths and interests. It is designed to help school leaders, educators, and students develop a school community that features autonomy, student-centered learning that incorporates choice and voice, and celebration of everyone's strengths and talents. Finally, Pathway 4, Well-Being and Community, focuses on developing students' psychosocial assets to contribute to their individual well-being and the well-being of the community. Leaders, educators, and students focus on opportunities for recognition and gratitude, fostering positive emotion in the classroom, and developing skills for stress management, emotional support, and social connectedness.

The process for adopting curriculum and instructional strategies involves several steps to ensure that the chosen materials and approaches align with State Standards, the Charter School's mission, and the needs of the students. The current situation is assessed to determine the strengths, weaknesses, and areas for improvement based on the needs of the students, assessment results, and mastery of State Standards. The team would conduct research after conducting the needs assessment to determine if the solution or solutions include textbooks, instructional resources, or professional development on instructional strategies. Based on the findings, the team would select a curriculum or instructional strategy that best aligns with the State Standards, cultural relevance to the students, inclusivity to special populations, flexibility, and scalability. When possible, a pilot test would be conducted on a small scale to allow teachers to try out the curriculum or instructional strategies, to gather feedback and to make any adjustments. The Site Director and members of the school leadership team then present their proposal to the Chief Academic Officer of the AMPS Board. This committee then asks questions and discusses the proposal, resulting in a recommendation to the AMPS full board for adoption of the newly proposed curriculum. Then, the team would then receive professional development on the curriculum or instructional strategies, which may include workshops, seminars, and ongoing coaching. During implementation, the team will need to monitor progress, gather feedback, and make any adjustments. As with all curriculum and instructional strategies, AMPS participates in a process of continuous improvement by evaluating the effectiveness of the curriculum and instructional strategies by reviewing assessment results, teacher observations, and feedback.

Common Core English Language Arts

Specific strategies will be used to support English Learners as they tackle the CCSS in language arts. The Charter School will provide instruction in units of study to assist students in building vocabulary. Different sources on one topic help build context and accelerate vocabulary acquisition. To support writing, students will be exposed to different types of writing. Assignments will be meaningful to the student and assessments will focus on content and mechanics. Speaking and listening for English learners will require instructional strategies such as academic discourse, Think-Pair-Share, and extensive collaboration. Finally, RCA will leverage technology by providing differentiated on-line books and other multi-modal supports.

Common Core Mathematics

During mathematics instruction, the overall focus will be on mathematical thinking. This oral discourse will take place during seat work, either individualized or in a small group setting, tutor led number talks, and student led solutions. Mathematical vocabulary will be taught within the context and not in isolation. Finally, the software to be used in our program allows students to manipulate models and hear feedback orally in a differentiated way.

Next Generation Science Standards

Science instruction will involve extensive models and diagrams. This strategy will allow learners to describe functions and relationships before acquiring technical vocabulary. Additionally, English Learners will have extensive academic discourse to build their ability to reason orally before moving onto written. Finally, examples of journaling, reports, and other written assignments along with opportunities to revise language will support learners as they master the Next Generation Science Standards.

Social Studies

The Charter School will build the competence of students in anticipation of a rigorous set of expectations aligned with the Common Core State Standards. This preparation includes practice with academic discourse, units of study, extensive use of maps and graphic organizers. Additionally, RCA intends to provide leveled readers so that students can build academic vocabulary at their current reading level.

It has been a consistent belief within the AMPS organization that a standards-based education helps to ensure that students receive a vetted and thoroughly analyzed curriculum that provides the blueprint for high-level education. The State Standards provide ample room for innovation, creativity, and reflection that is essential to teaching and learning. They do not dictate instructional practices and delivery; instead, they provide a blueprint for what needs to be taught.

Support for All Students

RCA is an inclusive charter school and offers services for all students in special populations. This includes, but is not limited to, students who are academically low-achieving; students who are academically high-achieving; students who qualify for Free or Reduced-Price Lunch ("SED"); students who need support with Social Emotional Learning; Homeless and Foster Youth; students who are designated as ELs; students who are redesignated as RFEPs; and students who receive Special Education services. RCA serves all students with an IEP, regardless of their eligibility. RCA will follow the applicable regulations of Every Student Succeeds Act ("ESSA") and the Elementary and Secondary Education Act ("ESEA").

Students who are Academically Low Performing

RCA sets high expectations for all students and is committed to working with students who are not meeting outcomes to help them achieve at expected levels. Students who perform below proficiency on our universal screeners may receive a mix of intervention services based on our MTSS process and COST recommendations, including: in-class individual targeted instruction by classroom teachers; in-class or extended day small-group guided learning by classroom teachers; before- or after-school instructional support provided by non-classroom educators in a one-on-one setting or in small groups; participation in a specialized support class taught by a specialist or other educator if needed by deeper needs and modifications. Instructional materials selected for intervention services are grounded in proven best practices, may be designed by the educator, or maybe a research-based program such as Lexia or IXL.

Students who are Academically High Performing

For those students who excel academically, as measured by grade point average, formative and summative assessments, and other measures of academic progress, RCA will offer a series of more advanced coursework.

Additionally, RCA has partnered with Johns Hopkins University's Center for Talented Youth Program for over a decade and has sent over seventy-five high achieving students to attend and study at university campuses in a three-week summer residential program. RCA also develops partnerships with local colleges and universities, organizations, businesses, and companies to provide extracurricular activities and internship opportunities to increase engagement and prepare students for college and career.

Supporting Socioeconomically Disadvantaged Students

The majority of RCA students are socioeconomically disadvantaged students, therefore, the educational program has been specifically designed to ensure that the RCA mission is fulfilled. The priorities to serve SED students include providing support to succeed even though they may have socioeconomic challenges and prior lack of access to educational opportunities. The goal is to close the opportunity gap. All

students are provided with a Chromebook and a wi-fi hotspot, if needed, to close the digital divide. Students are provided with technological support for the equipment. Families benefit from our robust after-school program which is open until 6:00 PM for free every day the school is in session and for 30 days during school breaks. Students have opportunities to participate in extracurricular activities like sports, clubs, and organizations that they may not otherwise be able to previously participate in due to lack of transportation, access, and cost. Students attend field trips. Funds are allocated to ensure all students have access to all opportunities.

Supporting Foster Youth and Children Experiencing Homelessness

Under the McKinney-Vento Homeless Assistance Act, Foster Youth and children experiencing homelessness receive services and support, ensuring eligible students have equal access to the same free, appropriate public education as other children and removing barriers to enrollment and retention. The Charter School Site Director acts as the liaison between eligible youth and coordination of school site services, including identification, immediate enrollment, and continued support procedures as outlined by the McKinney-Vento Act and detailed in its Homeless and Foster Youth Policy. The Homeless Liaison provides outreach to families and coordinates services between the family and other agencies. The Charter School is committed to provide a high-quality education with all supports necessary to ensure that HY have the opportunity to succeed. In order to help HY, the Homeless Liaison will assist in procuring referrals to health, dental, mental health, substance abuse services, housing services, and any other appropriate services. The Homeless Liaison will assist the parents/guardians or the student themselves to enroll the student, obtain necessary immunizations or immunization records. The Homeless Liaison will encourage parents or guardians to be involved in their child's education and ensure that parents and guardians are informed of educational and related opportunities to assist their child to be academically successful. The Charter School reserves funds, designated for Homeless and Foster Youth Education, which may be used to provide clothing, transportation, school materials, medical, tutoring, and other allowable expenses.

The Site Director receives annual training and ongoing support from the Chief Strategy and Compliance Officer and the County to ensure appropriate identification and legal compliance.

Supporting the Social Emotional Needs of Students

In addition to a powerful commitment to social emotional learning and the work to support the social emotional needs of students, RCA is dedicated to building a community of students who respect one another and take responsibility for a path toward their future college or career ambitions. In order to support each student's path, RCA implements positive reinforcement to teach important life skills while allowing students to build community with their peers. Students receive a variety of supports and services including extended day academic support, counseling, and social

emotional development. Teachers receive training and support that reinforce the holistic supports students receive.

Multi-Tiered System of Supports

We ensure high-quality Conditions for Student Learning for all students through a Multi-Tiered System of Supports. MTSS is an integrated, comprehensive framework that focuses on the State Standards, core instruction, differentiated learning, student-centered learning, individualized student needs, and the alignment of systems necessary for all students' academic, behavioral, and social success. MTSS offers the potential to create needed systemic change through intentional design and redesign of services and supports that quickly identify and match the needs of all students.

MTSS consists of three levels of support and the following sections are organized as such:

Universal Supports: Tier 1

80% of all students should have their needs met with Tier 1 support. Teachers and staff identify students struggling with social or academic success and implement a Tier 1 intervention with a focus on positive behavior interventions. Interventions are implemented with fidelity & provide quantitative data collected consistently. Students who are unsuccessful with Tier 1 support are referred to the COST.

- Teachers are expected to contact students and families regarding student success and struggles regularly.
- Rewarding positive behaviors
- Universal Design for Learning
- Using inclusive language
- Differentiated Instruction

Targeted Supports: Tier 2

About 15% of students are provided Tier 2 small group and supplemental support determined by the Coordination of Services Team. This Tier introduces an additional layer of interventions within or outside the regular classroom setting, delivered intentionally to meet specific instructional gaps based on data driven decisions. These interventions are often facilitated by classroom teachers with collaboration by specialized educators, administrators, or instructional aides. Depending on student needs interventions include:

- Check in check out

- Conflict mediation
- Teacher Office Hours
- Trauma informed de-escalation
- Re-teaching
- Bullying prevention

Intensive Supports: Tier 3

About 5% of students receive highly individualized support or referral to additional services. This tier increases comprehensive instructional support for students through more frequent and more individualized intervention programs, often in addition to other layers of support. This intensive level of need is often met through one-on-one or small group support to address diverse student needs. Depending on student needs interventions include:

- Crisis intervention
- Individual counseling
- Parent support

RCA prioritizes professional development in MTSS strategies. The process through the tiers is dynamic and responsive, ensuring timely and effective support for every student.

A Coordination of Services Team ("COST") in a school setting is a multidisciplinary team of teachers, counselors, administrators, and support staff that collaborates to identify and address students' academic, behavioral, and social emotional needs. The COST reviews referrals from teachers, parents, or staff, assesses student challenges, and coordinates appropriate interventions, such as counseling, academic support, or family resources, to ensure every student has access to the services they need to succeed.

Student Study Team Process

For students who are identified as needing intensive interventions, a Student Study Team ("SST") composed of the student, the student's parent or guardian, the Site Director, and the student's teacher(s) will be responsible for identifying the student's needs and developing a plan to enable that student to be successful, including, but not limited to, the appropriate individual tutoring schedule, classroom modifications, strategies and techniques to enhance that student's ability to be successful. The administrator is responsible for scheduling an SST meeting when required participants are available and sends formal notification. The administrator prepares all materials for

the SST meeting: sign-in sheet, meeting agenda, meeting minutes, referring documents and evidence. The administrator facilitates the meeting and ensures all participants engage. The SST discusses and documents concerns, as well as develops and executes a plan targeting the student's specific needs. The administrator documents the co-developed plan and schedules the next meeting (6-8 weeks after the first SST meeting). After, all participants assigned roles will collect data and provide input on the plan's interventions. The SST may determine to refer a student for special education evaluation after one meeting or may monitor the student through the SST protocol based on the student's need.

At the subsequent SST meeting, the team reviews progress and determines the next steps. If the team notes progress, they acknowledge the accomplishment with the family and decide which set of supports will remain in the plan, which components warrant reconsideration, or whether the SST process should continue. If the team notes no progress or decides to revisit the plan, they review the plan to consider continuing and/or modifying interventions.

As needed, the administrator updates student records with SST documentation and schedules another 6–8-week follow-up meeting. If the SST finds that the pre-intervention plan is not sufficient to meet the student's needs, they will recommend that student for a formal special education assessment. The Charter School may also choose to refer a student for services through the provisions of a Section 504 Plan, if appropriate.

Supporting English Learners

It is vital that schools address the needs of this growing demographic. Richmond Charter Academy has high expectations and offers a demanding academic program for all students, regardless of any language or placement classification. Access to high quality English instruction for English Learners is an issue of equity. English proficiency in our society serves as a powerful gatekeeper, opening doors to opportunity for those who reach proficiency and limiting or closing doors to opportunity for those who do not. As such, Richmond Charter Academy is committed to effectively serving children who are ELs through a comprehensive approach to language instruction.

The Charter School will meet all applicable legal requirements for ELs, including Long-Term English Learners or English Learners At Risk of becoming Long-Term English Learners ("LTELs"), as they pertain to annual notification to parents/guardians, student identification, placement, program options, ELD and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, progress monitoring English Learners toward reclassification, progress monitoring students who have been reclassified in the previous 4 years, and standardized testing requirements. The Charter School will implement policies to ensure proper placement, evaluation, and communication regarding ELs and the rights of students and parents/guardians. In

addition, the Charter School will meet all requirements of federal and state law relative to equal access to the curriculum for EL students.

The goal is to utilize high-quality instructional programs and services for ELs that allow them, as quickly as possible, to achieve at the same challenging grade level standards as native English-speaking students. The Charter School is dedicated to providing these students with an exceptional education, facilitating English proficiency as soon as possible. Our approach focuses on the student's social, emotional, and academic development within and outside of the classroom. Building on the student's existing strengths, RCA focuses on preparing ELs to succeed in middle school, high school, college, and their chosen career.

Home Language Survey

The Charter School will administer the home language survey upon a student's initial enrollment into a California public school (on enrollment forms). All students who indicate that their home language is other than English will be tested with the ELPAC as described below.

English Language Proficiency Assessment

All students who indicate a language other than English on any of the home language survey questions, their records will be checked against CALPADS, and if no previous record exists, they will be tested with the Initial ELPAC within thirty days of initial enrollment.

The ELPAC consists of two separate assessments which are detailed below:

- Initial Assessment ("IA"): The ELPAC IA is used to identify students as either an English Learner, or as fluent in English. The IA is administered only once during a student's time in the California public school system based upon the results of the home language survey. The locally scored IA will be the official score. The IA is given to students in grades K-12 whose primary language is not English to determine their English proficiency status.

- Summative Assessment ("SA"): Once a student is identified as an English Learner, the student will take the SA every year, from Feb 1-March 31, until they are RFEP. The ELPAC SA is only given to students who have previously been identified as an EL based upon the IA results, in order to measure how well they are progressing with English development in each of the four domains. The results are used as one of four criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability.

The ELPAC has four proficiency levels and is aligned with the 2012 California ELD Standards:

1. Level 1: Minimally Developed
2. Level 2: Somewhat Developed
3. Level 3: Moderately Developed
4. Level 4: Well Developed

Both the ELPAC SA and IA are assessments administered in seven grade spans—K, 1, 2, 3–5, 6–8, 9–10, and 11–12. For ELs within RCA's grade span, the test is administered in groups, exclusive of speaking, which is administered individually. The ELPAC IA and SA will be administered via a computer-based platform.

Testing times will vary depending upon the grade level, domain, and individual student. Both the ELPAC IA and SA are given in two separate testing windows throughout the school year.

The IA testing window is year-round (July 1–June 30). Any student whose primary language is other than English as determined by the home language survey and who has not previously been identified as an English Learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English language proficiency within 30 calendar days after the date of first enrollment in a California public school, or within 60 calendar days before the date of first enrollment, but not before July 1 of that school year.

The SA testing window is determined by the CDE. It is expected to be a four-month window after January 1 (for example, February 1–May 31). The English language proficiency of all currently enrolled ELs shall be assessed by administering the test during the annual assessment window.

The Charter School will notify all parents/guardians of its responsibility for ELPAC testing and of ELPAC results within thirty days of receiving results from the publisher. The ELPAC shall be used to fulfill the requirements under the ESSA for annual English proficiency testing.

The English language proficiency of all currently enrolled English learners, including newcomers and LTELs, will be assessed in accordance with the test contractor's directions and Education Code guidelines. Students with disabilities will be permitted to take the test with the accommodations listed in the Education Code if they are specified in the student's IEP or Section 504 plan. An alternate assessment for English language proficiency will be administered to students who are unable to participate in the ELPAC, according to the guidelines set forth in the student's IEP. For EL students who have IEPs, RCA will ensure that linguistically appropriate IEPs are developed, including the components required by Education Code Section 56345(b).

Reclassification Procedures

Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including, but not limited to, all of the following:

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the ELPAC.
- Teacher evaluations, including, but not limited to, a review of the pupil's curriculum mastery.
- Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents/guardians' opportunity to participate, and encouragement of the participation of parents or guardians in the reclassification procedure including seeking their opinion and consultation during the reclassification process.
- Comparison of the pupil's performance in basic skills against an empirically established range of performance in basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.

Students who have met the criteria to be reclassified from English Learner to Fluent English Proficient will be monitored for four years. Documentation will be completed by classroom teachers and filed in the students' cumulative folders.

Specific Reclassification Procedures for Students with Disabilities

Students with disabilities are afforded the same opportunities for reclassification as their peers without disabilities. To ensure equity, IEP teams are tasked with determining the most appropriate measures of English language proficiency and performance in basic skills for each student. These measures should reflect the proficiency levels expected of a native English-speaking peer with similar disabilities at the same grade level.

In alignment with federal and state laws, the IEP team may use multiple criteria alongside the four reclassification criteria outlined in the California Education Code. This approach allows the IEP team to address the unique needs of English Learners (ELs) with disabilities, ensuring that the reclassification decision is both appropriate and individualized.

Key Points:

1. Customized Measures:
    - The IEP team may identify alternative or supplemental measures of English language proficiency that are tailored to the student's disability. These measures should aim to equate the student's performance with that of a native English-speaking peer with similar disabilities.
2. Multiple Criteria Approach:
    - The IEP team can consider additional criteria beyond the standard reclassification metrics to make a well-rounded decision. This ensures that the student's reclassification is based on a comprehensive evaluation of their abilities.
3. Equity in Reclassification:
    - The IEP team's goal is to provide an equitable pathway to reclassification, ensuring that all students, regardless of disability, have the opportunity to demonstrate English proficiency and succeed in a mainstream English program.

Strategies for English Learner Instruction and Intervention

At RCA, students are offered designated ELD and provided access to grade level academic subject matter content with integrated ELD. The integration of English Learners with their non-English Learner peers improves access and equity for all our students to grade level curriculum, instruction, and assessment. It also emphasizes for our teachers the importance of utilizing the ELA/ELD Framework.

Integrated ELD is regular class time where teachers with ELs in their classrooms use the 2012 ELD Standards in tandem with the content's State Standards.

To better access the core curriculum, all ELs receive Integrated ELD, which is taught by credentialed staff with EL authorizations. Language objectives, vocabulary supports, and formal and informal language practice engages English learners with their non-EL peers through collaboration, interpretation and production of the English Language.

As outlined by the State, key components of Integrated ELD include:

- Effective instructional experiences for ELs throughout the day and across disciplines; and

- Are interactive and engaging, meaningful and relevant and intellectually rich and challenging; and

- Are appropriately scaffolded in order to provide strategic support that moves learners toward independence; and

- Builds both content knowledge and English value and builds on primary language and culture and other forms of prior knowledge.

Designated ELD is a protected time during the regular school day when teachers use the 2012 ELD Standards as the focal standards. This allows students to develop critical English language skills, knowledge, and abilities needed for content learning in English.

Our goal is to help our EL students make rapid progress out of levels 1 and 2 and into level 3 and 4 so that all students leave the school proficient in the English language, properly re-designated, and with pride and support for their home language. We believe that the most effective instructional approach for a school with a high EL population is to embed ELD principles in all aspects of the curriculum and to teach explicit ELD during a portion of the day in class.

Designated ELD is built into the daily schedule and taught by teachers with proper authorization. Students at all ELD levels are placed into designated ELD courses called ELD Beginning, ELD Intermediate, and ELD Advanced. These courses correspond to students' EL proficiency levels (Emerging, Bridging, Expanding). Curriculum and lessons are based on the ELD standards and include opportunities to speak informally while also using academic language.

Students in Designated ELD classes receive letter grades for the courses. The overall goal of our EL program is to reclassify students as RFEP.

Newcomers

The term "newcomer" is specifically used for students who meet the following criteria: (1) born outside of the United States; (2) first enrolled in U.S. schools on or after April 15 of the prior year; and (3) classified as an English Learner based on the initial ELPAC.

Newcomers are supported by general education teachers, literacy tutors, and other support staff through the use of integrated ELD strategies. Students also learn and practice English through formal and informal interactions with peers at different levels of English language proficiency. Newcomers receive both integrated and designated ELD during the school day during core instruction and intervention blocks from general education teachers and trained staff members such as Paraprofessional tutors.

Creating a welcoming environment is essential for newcomers and their sense of belonging in schools. At RCA, we cultivate a culture in which newcomers, their families, and their language(s) are valued, respected, and seen as assets. We do this by fostering community connections among newcomers during designated ELD, forming affinity groups between newcomers and other students who have the same cultural heritage or want to be allies; encouraging, inviting, and celebrating newcomers when they engage in academic discourse and informal social dialogue; and highlighting and celebrating their successes, growth, and achievements with their families.

We also ensure that newcomers are able to access one-on-one or small group tutoring, after-school academic support and enrichment activities, and counseling services, as needed. RCA also ensures that community partnerships are prioritized so that students

and families can receive additional support for services outside of the ones that the Charter School can provide. By providing these supports, we can help newcomers feel welcomed, supported, and successful in their new environment.

Monitoring Progress of Reclassified (RFEP) Students

Reclassified students will be monitored through our MTSS process. Those found to be regressing in their academic performance will be referred to receive an academic intervention in the specific area of need. Interventions can include after school tutoring, one-on-one and small group support, supplemental programs that target specific skills such as Lexia, and/or other supports as needed. RFEP students will be monitored for four years after being reclassified.

Monitoring and Evaluation of Program Effectiveness

The Charter School evaluates the effectiveness of its education program for ELs by:

- Adhering to school-adopted academic benchmarks by language proficiency level and years in program to determine annual progress.
- Monitoring teacher qualifications and the use of appropriate instructional strategies based on program design.
- Monitoring student identification and placement.
- Monitoring availability of adequate resources.

In addition, the EL program evaluation will take place through the analysis of the most current Summative ELPAC scores. After the release of the Charter School's Summative ELPAC scores, staff will review students' progress on the Summative ELPAC between school years. This information is used to inform programming decisions such as Designated ELD scheduling and staffing, a focus for ongoing professional development specific to the needs of their ELs, and reclassification prior to the start of a new school year. All of these decisions are identified in alignment with the network and school strategic plans and reported to various educational partners.

The program evaluation includes the degree to which:

1. ELs are attaining English language proficiency within 5-7 years.
2. The effectiveness of programs and activities in assisting ELs to attain proficiency and to meet academic achievement and content standards including ELs chronic absenteeism.
3. Necessary improvements to programs and activities for which Title III funds have been used for ELs.

4. Whether to eliminate specific EL activities proven to be ineffective.

The Local Control and Accountability Plan ("LCAP") Annual Update process is another way to evaluate program effectiveness. The LCAP Annual Update consists of soliciting feedback, analysis, and recommendations from a variety of educational partners including staff, students, parents/guardians, and other administrators regarding the school site strategic plan.

The Annual Update analysis consists of the following components:

1. Review of the student and family survey results with an emphasis on the social and emotional learning impacts of our ELs.

2. Reclassification rates and students at risk of being identified as LTELs.

3. Evaluation of the LCAP EL Goals, Actions, Outcomes, and expenditures.

Concluding the robust program evaluation process, school leaders incorporate educational partners' feedback into their LCAP Goals, Actions, Outcomes, and Expenditures for the following school year.

Special Education

Supporting Students with Disabilities

The Charter School shall comply with all applicable State and Federal laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA"), and the Individuals with Disabilities in Education Improvement Act ("IDEA"), and any other applicable civil rights enforced by the U.S. Department of Education Office for Civil Rights.

The Charter School shall be its own Local Educational Agency ("LEA") for purposes of special education, and is a member in good standing of the El Dorado County Charter Special Education Local Plan Area ("SELPA") in conformity with Education Code Section 47641(a). The Charter School pledges to work in cooperation with the SELPA to ensure that a free and appropriate education is provided to all students with disabilities. In the event the Charter School should seek membership in a different state-approved SELPA, the Charter School will provide notice to the District, the SELPA, and the CDE before June 30th of the year before services are to commence.

The Charter School shall comply with all state and federal laws related to the provision of special education instruction and related services and all SELPA policies and procedures; and shall utilize appropriate SELPA forms.

The Charter School shall not discriminate against any pupil with a disability in the

admission process or any other aspect of operation. The Charter School shall not ask or require students or parents/guardians to waive the right to a free appropriate public education in order to attend the Charter School.

The Charter School recognizes its responsibility to enroll and support students with disabilities. The Charter School shall provide related special education services by hiring credentialed or licensed providers, certified non-public agencies, or qualified independent contractors.

The Charter School shall continue to be solely responsible for its compliance with the IDEA, Section 504, and the ADA. The facilities utilized by the Charter School shall be accessible for all students with disabilities.

Attached, as Appendix A, please find the LEA SELPA Letter of Good Standing for AMPS.

Services for Students under the IDEA

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

The Charter School shall provide special education instruction and related services for special education students enrolled in the Charter School in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA.

The Charter School shall provide services for special education students enrolled in the Charter School regardless of their district of residence. The Charter School will follow SELPA policies and procedures and shall utilize SELPA forms in seeking out, identifying, and serving students who may qualify for special education programs and services and responding to record requests and parent/guardian complaints, and maintaining the confidentiality of pupil records.

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

In accordance with Education Code Section 47641(a), the Charter School makes the following assurances:

- Free Appropriate Public Education – The Charter School assures that a Free Appropriate Public Education ("FAPE") shall be provided to all enrolled students including children with disabilities who have been expelled from school.

- Child Find – The Charter School assures that all students with disabilities are identified in accordance with the policies and procedures of the SELPA.

- Full Educational Opportunity – The Charter School assures that all students with disabilities have access to the full range of programs available to students without disabilities.

- Least Restrictive Environment – The Charter School assures that students with disabilities are educated with students without disabilities to the maximum extent appropriate. This is addressed through the use of supplementary aids and services in the general education environment in accordance with each student's IEP.

- Individualized Education Program – The Charter School assures that an IEP is developed, reviewed and revised for each eligible student under the IDEA. The decisions regarding related services that individual students will receive are the responsibility of the IEP team, which includes parent/guardian, administrator, general education teacher, Education Specialist, and any other appropriate/relevant service provider or person.

- Assessments – The Charter School assures that an IEP review shall be conducted on an annual basis at a minimum. In addition, a reassessment shall be conducted at least once every three years, in accordance with the IDEA, and more often if conditions are warranted or requested by the student's parents/guardians or teacher. Parents receive reports on their individual student's progress toward IEP goals and progress at the IEP meeting.

- Confidentiality and Procedural Safeguards – The Charter School assures that the confidentiality of identifiable data is protected at the collection, storage, disclosure and destruction stages. In addition, students and their parents/guardians are provided with safeguards through the identification evaluation and placement process and provisions for a free appropriate public education.

- Personnel Standards – The Charter School assures that good faith efforts are made to attract, recruit and hire appropriately trained and credentialed personnel to provide special education services to children with disabilities, as required by the Education Code and the IDEA. The Charter School ensures that all special education staff hired or contracted by the Charter School is qualified pursuant to SELPA policies, as well as meet all legal requirements.

- State Assessments – The Charter School assures that students with disabilities

either under the IDEA or Section 504 are included in State assessment programs with appropriate accommodations and modifications when necessary and appropriate.

Identification and Referral

The Charter School shall have the responsibility to identify, refer, and work cooperatively in locating Charter School students who have or may have exceptional needs that qualify them to receive special education services. The Charter School will follow SELPA child-find procedures to timely identify all students who may require assessment to consider special education eligibility and special education and related services. A student shall be referred for special education instruction and services only after the resources of the general education program have been considered and, where appropriate, utilized.

The Charter School shall follow SELPA child-find procedures to identify all students who may require assessment to consider special education eligibility and special education and related services in the case that general education interventions do not provide a free appropriate public education to the student in question.

The identification process for students who would be eligible for special education services under IDEA and/or services under Section 504 protections begins when students have been accepted through the enrollment lottery and enrolled in the Charter School. The Charter School obtains the student's cumulative records, prior and/or current IEP, and other special education information upon completion of the enrollment process.

Identification procedures include systematic methods of utilizing already available data (i.e., school tests, teacher observations, grades, etc.) regarding the student's progress or lack of progress within the general program. For students who are identified as needing interventions, a SST composed of the student, the student's parent or guardian, the Site Director, and a Charter School faculty member will be responsible for identifying the student's needs and developing a plan to enable that student to be successful, including, but not limited to, the appropriate individual tutoring schedule, classroom accommodations, strategies and techniques to enhance that student's ability to be successful. If the SST finds that the pre-intervention plan is not sufficient to meet the student's needs, they will recommend that student for a formal special education assessment. The Charter School may also choose to refer a student for services through the provisions of a Section 504 Plan, if appropriate. Parents have the right to request in writing that their child be assessed to determine eligibility for special education services. Parents will be informed that special education and related services are provided at no cost to them.

Any referrals for evaluation will be responded to, in writing, by the Charter School within fifteen (15) days. If the Charter School and the parent/guardian determine that

they want to move forward with granting the request for assessment, the parent/guardian will receive a written Assessment Plan within fifteen (15) days (of the original request). The parent/guardian will be given at least fifteen (15) days to provide written consent to the Assessment Plan. Assessments will be completed only upon receipt of written parent/guardian permission. The assessment will be completed, and an IEP meeting will be held within sixty (60) days of receipt of the parent/guardian's written consent for assessment.

If for any reason the Charter School determines assessment is not appropriate, the Charter School meets with the parent/guardian to discuss the request and responds in writing with a Prior Written Notice ("PWN") documenting why the assessment request is not being granted. If the Charter School determines an assessment is not appropriate, in addition to providing a PWN documenting why the Assessment Plan is not being granted, the Charter School also provides information to the parent/guardian regarding COST/SST and how their student may benefit from this process as well as information about Section 504 plans (and the possibility of eligibility for a Section 504 plan).

For the purposes of special education, the Charter School shall assume responsibility for the provision of services and meeting all local, state, and federal requirements of IDEA.

Assessment

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

Information gathered from assessments will be used as tools to determine the student's disability, eligibility for services, and determining the nature and extent of required services. Assessment procedures will be conducted in the student's primary language, and an interpreter will be provided if needed. The types of assessments that may be used for determining eligibility for specialized instruction and services will include, but not be limited to:

- Individual testing
- Teacher observations
- Interviews
- Review of school records, reports, and work samples
- Parent input

Unless conflicting with SELPA policies and procedures, the Charter School will follow the following assessment guidelines. If a conflict with SELPA policies and procedures exists, then SELPA policies and procedures will govern.

- Parents or guardians of any student referred for assessment must give their written consent for the school to administer the assessment.
- The assessment will be completed, and an IEP meeting will be held within 60 days of receipt of the parent/guardian's written consent for assessment.
- The student must be evaluated in all areas related to the student's suspected disability.
- Assessments must be conducted by a person with knowledge of the student's suspected disability and administered by trained and knowledgeable personnel and in accordance with any instructions provided by the producer of the assessments. Individually administered tests of intellectual or emotional functioning must be administered by a credentialed school psychologist.
- Assessments must be selected and administered so as not to be racially, culturally, or sexually discriminatory.
- Assessments will be delivered in the student's primary language, and a qualified interpreter will be provided if needed.
- Assessment tools must be used for purposes for which the assessments or measures are valid and reliable.
- Assessments will be adapted as necessary for students with impaired sensory, physical or speaking skills.
- A multidisciplinary team will be assembled to assess the student.

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

Every student who is assessed by the school will have an IEP that documents assessment results and eligibility determination for special education services. The Charter School will assure that the confidentiality of identifiable data shall be protected at the collection, storage, disclosure, and destruction stages. In addition, students and their parents/guardians shall be provided with safeguards through the identification evaluation and placement process and provisions for FAPE.

IEP Development

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

Once assessments are completed, a meeting will be held within the 60-day timeline, to review the results and determine special education eligibility. If the student is found eligible, the team will develop an IEP which is designed to identify what areas will be targeted for intervention and how such an intervention will actually be carried out. Before the student receives any special education services, this program must be developed at the IEP team meeting, and parents/guardians must provide written consent. The Charter School will ensure that the IEP is implemented.

IEP Implementation

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

Students receiving special education and related services will be educated with general education peers to the maximum extent appropriate. These students will be integrated as much as possible in school activities and general education classroom activities as determined by the IEP team. Special education and related services will be provided on behalf of the student, without cost, except for those fees that are charged to general education students.

Each student's IEP team considers the full continuum of program options to ensure that all students are provided FAPE in the least restrictive environment. To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are nondisabled; and special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

Each student who has an IEP will have an IEP team that oversees the IEP development, implementation, and progress of the student. All decisions concerning the special education programs and services to be provided to a student with a disability are to be made by the IEP team.

The student's IEP will include the following:

- A statement of the student's present levels of academic achievement and functional performance
- Statements of yearly goals
- Individuals responsible for helping to accomplish the goals
- Criteria and evaluation procedures for measuring the achievement of the educational goals
- A statement of the specific special education program, the related services needed by the student, and the degree of participation anticipated in the general education program
- The rationale for placement decisions
- The date that special education service(s) will begin and how long the service(s) should continue
- Determination of participation in state and Charter LEA-wide assessments
- The services the student will receive and the means for delivering those services
- A description of when services will begin, how often the student will receive them, who will provide them, and where and when they will be delivered
- A description of how the student's progress toward meeting the annual goals will be measured and monitored and when reports will be provided
- Accommodations necessary to measure the academic achievement and functional performance of the pupil on state and district assessments

IEP Meetings

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

requirements of the IDEA, a speech therapist, psychologist, resource specialist, and behavior specialist; and shall document the IEP meeting and provide notice of parental rights.

IEP Development, Implementation and Progress Monitoring

All decisions concerning the special education programs and services to be provided to a student with a disability are to be made by the student's IEP team. The Charter School understands that the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the IEP team, pursuant to the IEP process. Programs, services, and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the SELPA and State and Federal law. The Charter School views the parent/guardian as a key educational partner in these meetings and will make every effort to accommodate parents/guardians' schedules and needs so that they will be able to participate effectively on the IEP team. The Charter School will provide an interpreter if necessary to ensure that all parents and/or guardians understand and can participate in the IEP process. If a parent/guardian cannot attend the IEP meeting, the school will ensure the parent/guardian's participation using other methods, such as conferencing by telephone or meeting at the parent/guardian's home. A copy of the IEP will be given to the parent/guardian in accordance with state laws and SELPA policies. Upon the parent or guardian's written consent, the IEP will be implemented by the Charter School, in cooperation with the SELPA. The IEP will include all required components and be written on SELPA forms. The Charter School shall also provide all home-school coordination and information exchange. The Charter School shall also be responsible for providing all curriculum, classroom materials, classroom modifications, and assistive technology.

The IEP team will formally review the student's IEP at least once a year to determine how the IEP is meeting the student's needs and make any necessary changes. In accordance with IDEA regulations, the IEP team will also conduct a formal review of the IEP once every three years, in which the student is reassessed, and the IEP is reviewed as part of an overall comprehensive reevaluation of the student's progress. If a parent/guardian or faculty member feels the student's educational needs are not being met, they may request a reassessment or a review of the IEP by the IEP team at any time during the year via written notice to the school. Once the request is received, the Charter School will have thirty (30) days, not including school vacations greater than five days, to hold the IEP meeting in alignment with state and federal laws.

IEP meetings are also held when an Individual Transition Plan is required at the appropriate age and when the Charter School seeks to suspend or remove a student for a period of ten (10) days or more, in order to determine if the student's misconduct was a manifestation of the student's disability.

Unless otherwise specified on the student's IEP, parents/guardians will be informed at

least four times a year (which is the same frequency as progress is reported to all students and parents/guardians) of the student's progress toward meeting annual goals and whether the student is expected to meet their annual goals. The Goals and Objectives section of the IEP will be an attachment to the general progress report. This will serve to document the method by which the student's progress toward achieving the annual goal is measured, the student's progress during the relevant period, the extent to which it is anticipated the student will achieve the annual goal prior to the next annual review, and where needed, the reasons the student did not meet the goal.

In addition, the Charter School complies with the SELPA Local Master Plan and performs all corrective actions deemed necessary by the SELPA. The Site Director will work with the AMPS Home Office Special Education and Finance departments to manage the budget and contract for appropriate services and take responsibility for meeting the special education compliance and quality requirements.

Staffing

The Charter School will attract, recruit, and hire appropriately trained and credentialed personnel or agencies to provide special education services for students with disabilities as required by the Education Code and the IDEA. The Charter School shall be responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, special education teachers, paraprofessionals, and resource specialists. The Charter School shall ensure that all special education staff hired or contracted by the Charter School is qualified pursuant to SELPA policies, as well as meet all legal requirements. The Charter School shall be responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to the Charter School students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists.

The Charter School is committed to assuring all IEPs are properly implemented and all students requiring services receive them adequately. All special education services at the Charter School will be delivered by individuals or agencies qualified to provide special education services as required by the California Education Code and the IDEA.

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

In addition to the above special education staff, the Charter School may also seek related services (e.g., Speech, Occupational Therapy, Adapted P.E., Nursing, and Transportation) from the SELPA, subject to SELPA approval and availability. The Charter

School may also provide related services by hiring credentialed or licensed providers through private agencies or independent contractors.

Interim and Initial Placements of New Charter School Students

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

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

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

Non-Public Placements/Non-Public Agencies

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

Non-discrimination

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

Parent/Guardian Concerns and Complaints

The Charter School shall adopt policies for responding to parent/guardian concerns or complaints related to special education services. The Charter School shall receive any concerns raised by parents/guardians regarding related services and rights, and the Charter School's designated representative shall investigate as necessary, respond to, and address the parent/guardian's concern or complaint.

Parents or guardians also have the right to file a complaint with the District and/or California State Department of Education if they believe that the school has violated federal or state laws or regulations governing special education.

Due Process Hearings

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

SELPA Representation

The Charter School understands that it shall represent itself at all SELPA meetings.

Funding

The Charter School understands that it shall be subject to the allocation plan of the SELPA.

Professional Development for RCA Staff

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

The Charter School also intends to seek professional development opportunities for its staff through potential training facilitated by the California State University and University of California system, West Contra Costa Unified School District, Oakland Unified School District, Contra Costa County Office of Education, Alameda County Office of Education, El Dorado Charter SELPA and other recommended public and private entities.

In addition, all general education teachers receive annual training on MTSS and the COST process, assessment and identification of students with disabilities, accommodations and modifications in the classroom and other topics as needed.

Section 504 of the Rehabilitation *Act*

The Charter School shall be solely responsible for its compliance with Section 504 and the ADA. The facilities to be utilized by the Charter School shall be accessible to all students with disabilities. The Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, based on disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter School. A student who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment, is eligible for protections under Section 504.

A Section 504 team will be assembled by the Site Director and shall include the parent/guardian, the student (where appropriate), and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The Section 504 team will review the student's existing records; including academic, social, and behavioral records, and is responsible for determining whether an evaluation for Section 504 services is appropriate.

If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the Section 504 team, which will evaluate the nature of the student's disability and the impact on the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The Section 504 team may also consider the following information in its evaluation:

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

The final determination of whether the student will or will not be identified as a person with a disability is made by the Section 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with

the procedural safeguards available to them. If during the evaluation, the Section 504 team obtains information indicating the possible eligibility of the student for special education per the IDEA, a referral for assessment under the IDEA will be made by the Section 504 team.

If the student is found by the Section 504 team to have a disability under Section 504, the Section 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives a free and appropriate public education. In developing the Section 504 Plan, the Section 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the Charter School's professional staff. The Section 504 Plan shall describe the Section 504 disability and any program accommodations, modifications, or services that may be necessary.

All Section 504 team participants, parents, guardians, teachers, and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's Section 504 Plan. The Site Director will ensure that teachers include Section 504 Plans with lesson plans for short-term substitutes and that they review the Section 504 Plan with a long-term substitute. A copy of the Section 504 Plan shall be maintained in the student's file. Each student's Section 504 Plan will be reviewed at least once per year to determine the appropriateness of the plan, needed modifications to the plan, and continued eligibility.

Parents/Guardians with Disabilities

Communications with parents/guardians with disabilities must be as effective as communications with other parents/guardians. Appropriate auxiliary aids and services (such as Braille materials or a sign language interpreter) will be made available whenever they are necessary to ensure equally effective communication with parents/guardians with hearing, vision, or speech disability.

Charter School Goals and Actions to Achieve the Eight State Priorities

Please see the section "Goals, Actions and Measurable Outcomes Aligned with the Eight State Priorities" in Element 2 of this Charter for a reasonably comprehensive description of RCA's annual goals to be achieved in the State Priorities, school-wide and for all pupil subgroups, as described in Education Code Section 52060(d), and specific annual actions to achieve those goals, in accordance with Education Code Section 47605(c)(5)(A)(ii).

ELEMENT 2 – MEASURABLE STUDENT OUTCOMES

"The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subdivision (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school." – Education Code Section 47605(c)(5)(B)

Local Control and Accountability Plan

In accordance with, and using the procedures prescribed by, Education Code Section 47606.5, RCA shall comply with all applicable requirements of the LCAP including any applicable regulations promulgated, and the template adopted, by the State Board of Education. The Charter School reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter. RCA shall submit the LCAP to the District and the Contra Costa County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33. The Charter School shall also present a report on the annual update to the LCAP and the local control funding formula Budget Overview for Parents on or before February 28 of each year at a regularly scheduled Board meeting.

Revisions to the goals, outcomes, metrics, or actions and services stated above that are necessary to implement the LCAP and to maintain alignment with the California School Dashboard as it evolves shall not be considered a material revision to the charter, shall be submitted to the authorizer on an annual basis in accordance with Education Code Sections 47604.33 and 47606.5, and shall be maintained by the Charter School at the school site.

Goals, Actions, and Measurable Outcomes Aligned with the Eight State Priorities

Pursuant to Education Code Sections 47605(c)(5)(A)(ii) and 47605(c)(5)(B), a reasonably comprehensive description of the Charter School's annual goals, actions, and measurable outcomes both schoolwide and for each subgroup of pupils in and aligned with the Eight State Priorities as described in Education Code Section 52060(d), can be found in the Charter School's LCAP. Each of these goals addresses the unique needs of all students attending the Charter School, including our numerically significant student subgroups of ELs, SED students, and Hispanic/Latino students. The metrics associated with these goals help the Charter School to ensure that these specific subgroups are making satisfactory progress and are provided with the necessary additional support made possible by additional funds from the Local Control Funding Formula.

Attached, as Appendix B, please find the RCA 2025 LCAP

Three core goal areas are identified in the RCA LCAP. These long-term goals have articulated anticipated average annual outcomes, metrics for assessing progress, and actions and services to support achieving the goals. In setting these goals, RCA considered the California Dashboard Accountability System and its desire to see continuous improvement in student results. In cases where the Charter School is meeting or exceeding the standard for a particular measure, goals are set to maintain that level of accomplishment. In areas where the Charter School is not yet meeting the standard, annual growth goals are established to ensure continuous improvement and work to achieve subgroup parity in alignment with the state's 5 x 5 grids.

ELEMENT 3 – STUDENT PROGRESS MEASUREMENT

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

Mandated State Assessments

The Charter School shall meet all statewide standards and conduct the student assessments required pursuant to Education Code Section 60605, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools in accordance with Education Code Section 47605(d)(1). The Charter School will administer all applicable state-mandated assessments including the CAASPP assessment system and other state-mandated assessments such as the Physical Fitness Test and the ELPAC. The Charter School will comply with applicable federal assessment and accountability requirements of the Every Student Succeeds Act. The Charter School affirms that its methods for measuring student outcomes for the Eight State Priorities, as described in its LCAP, shall be consistent with the way information is reported on a School Accountability Report Card, as required by Education Code Section 47605(b)(5)(C).

Growth Measures: Diagnostic, Formative and Summative Assessments

Aligned with its firm belief in accountability, the Charter School will implement a rigorous assessment and goal-setting program to measure students' content mastery, adapt academic programs, and ensure that each student is making progress. By having clear and consistent assessments and data analysis sessions with teachers, the Charter School will ensure that each student is making progress toward meeting and exceeding standards.

Students are assessed regularly from the time they enter the Charter School through the end of 8th grade, and all staff monitor their progress closely. Assessments are essential tools for evaluating student progress and knowledge. Our assessment plan includes not only our schoolwide assessments for diagnostic and formative assessments (e.g., i-Ready), but also statewide summative assessments (such as SBAC, California Science Test ("CAST"), ELPAC, California Alternate Assessments ("CAA"), and Physical Fitness Test ("PFT"). More informal assessments include quizzes and exit slips. More formal summative assessments include curriculum-based assessments and projects.

Assessment Matrix

The following lists some of the current data systems (External and Internal) that will be implemented at the Charter School.

Assessment Matrix (Subject to Change)

Assessment	Purpose	Grades	Frequency	Expectation
ELPAC Initial Assessment (IA)	The ELPAC IA is used to identify students as either an English Learner, or as fluent in English.	6-8 As prescribed	First 30 days of enrollment	Students are identified as either scoring Initially Fluent or English Learner.
ELPAC Summative Assessment (SA)	The ELPAC SA is to measure how well ELs are progressing with English development in each of the four domains	6-8 Every year until RFEP	Once a year	The results are used as one of four criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability.
CAASPP SBAC	State criterion-based assessment in ELA and Math	6-8	Spring/Once a year	The number of students scoring as having met or exceeded standard mastery increases annually as per goals listed in the current year's LCAP.

CAST	State criterion-based assessment in Science	8	Spring/Once a year	The number of students scoring as having met or exceeded standard mastery increases annually as per goals listed in the current year's LCAP.
CAA	State alternative assessment in ELA, Math, and Science for qualified students	6-8	Spring/Once a year	The number of students scoring as having met or exceeded standard mastery increases annually as per goals listed in the current year's LCAP.
Internally created test and performance tasks (presentations, papers, projects)	Measure standards mastery across all courses/subjects	6-8	Daily/ Weekly	Students show mastery and proficiency in content knowledge.
Curriculum Based Assessments	Assess mastery of unit/lesson content	6-8	End of unit/end of semester/end of year	Students show mastery and proficiency in content knowledge.
i-Ready Reading Assessment	Assesses student abilities at the beginning of the year and then	6-8	Three times per year	Students demonstrate progress toward Standards Mastery

	tracks growth			
i-Ready Math Assessment	Assesses student abilities at the beginning of the year and then tracks growth	6-8	Three times per year	Students demonstrate progress toward Standards Mastery
CPFT	State criterion-based assessment in Physical Fitness	7	Spring/Once a year	Students demonstrate levels of health-related fitness
CAASPP Practice Test	Practice the CAASPP Assessment to familiarize the students with the structure of the CAASPP Test	6-8	Once per year	Students will become familiar with the test format.
CAASPP Interim Comprehensive Assessments	Provide students with the same item types and	6-8	As assigned by teacher	The number of students scoring as having met or exceeded standard mastery on the

(ICAs)	formats of the CAASPP to include performanc e tasks Provide teachers with overall scale score and performanc e level of each student			CAASPP will increase annually as per goals listed in the current year's LCAP.
CAASPP Interim Assessment Blocks (IABs)	Provide students an opportunity to show standard mastery on smaller targets for instruction	6-8	As assigned by teacher	The number of students scoring as having met or exceeded standard mastery on the CAASPP will increase annually as per goals listed in the current year's LCAP.

The Charter School will continue to make a conscious effort to use student assessment data to inform decisions related to planning and developing instructional strategies at the school-wide, classroom, and individual student levels. Ongoing assessments of student and school performance are integral in the planning, implementation, and adjustment of instruction in the Amethod Public Schools system.

Assessment Modifications and Accommodations
The Charter School will ensure that students with disabilities under the IDEA or Section 504 are included in State standardized assessment programs with appropriate accommodations and modifications when necessary and appropriate. These assessments include but are not limited to the CAA in accordance with their IEP or Section 504 plan.

Collecting, Analyzing, and Reporting Data

RCA teachers and administrators engage in ongoing analysis cycles. After an assessment cycle, a school leader schedules what is known as *a Data Dive.* During a Data Dive, teachers and instructional leaders put assessments into practice and connect assessment results to student learning outcomes. Teachers and leaders review data every six weeks through Data Dive Meetings. Unlike traditional post-observation conferences, analysis meetings offer insight into months of student learning.

Data Dive meetings also increase accountability. The meetings are integral to changing from a culture focused on what students were taught to a culture focused on what students learned.

Teachers will reflect and focus on the following:

- Identify patterns of underperformance
- Identify patterns of high performance
- Identify student cohorts *(tiered interventions)*

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

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

The Charter School will continue to use data to identify strengths and weaknesses in student, teacher, class, grade-specific, and schoolwide performance. RCA reports individual student level data to parents/guardians and students on a regular basis. Student achievement data is presented to student and parents/guardians through PowerSchool and ParentSquare. Individual student achievement data includes student test scores on standardized testing, class grades including formative and summative assessments, attendance, and discipline. Throughout the school year, parents/guardians and students are able, and encouraged, to attend Parent/Teacher conferences to meet with members of the instructional team to discuss specific skills and targeted interventions that the student needs. If any student is not making sufficient progress to meet goals and benchmarks, teachers, parents/guardians or administrators begin a Student Success Team. From this meeting an action plan is created to support the student. Individually and by class, students look at their performance data, set goals, examine outcomes, and develop action plans responding

to the data. All communications to parents/guardians are provided in English and Spanish.

In accordance with Title III, RCA adheres to all mandated reporting guidelines about English Learners. Parents of English Learners receive mandated communications on reclassification per Title III through annual ELPAC testing results. In accordance with IDEA, RCA will comply with all state and federal laws regarding reporting requirements for children with IEPs. Parents of students with IEPs receive reports according to the plan specified in each IEP. All students with disabilities are entitled to the reports and assessment data described in this section, which are provided to all students.

Schoolwide data is presented to educational partners during town halls, parent/guardian meetings, student assemblies, and Board meetings, at regular intervals and at least four times during the school year. Data will be collected, analyzed, and disseminated transparently, promoting accountability and continuous improvement among school community members. The AMPS Board will systematically review the Charter School's data to monitor trends in student learning outcomes and ensure that sufficient and appropriate financial and human resources exist to properly enact the Charter School's program and remain faithful to the charter. The AMPS Board will work in conjunction with AMPS leadership to make necessary changes in response to identified needs as reflected in the Charter School's data streams.

Aligned with a firm belief in student achievement, Amethod Public Schools will offer a rigorous assessment and data review program to measure and increase students' proficiency levels and ensure that each student is making progress toward mastery at Richmond Charter Academy. The instructional leadership team also uses walkthrough data to determine whether high-priority instructional practices are improving. This data supports the leadership team in aligning coaching resources, administrative focus, and professional development as appropriate.

Accountability Systems

The Charter School's faculty is committed to this series of analyses to inform instructional decision-making. RCA will continue to use the procedures consistent with all Amethod Public Schools sites and comprehensively examine accountability measures from the start. These include:

Student-level data indicators

- i-Ready assessments
- CAASPP scores
- Grade Point Average
- ELPAC results
- Attendance rates (individuals)
- Sample writing with Rubric Scores Sheets

School-level accountability indicators

- Measurable Pupil Outcomes
- Attendance rate
- Local Control and Accountability Plan

Amethod Public Schools' Benchmark Assessments, i-Ready, are scheduled at the start of every year; these include a Fall, Winter, and Spring test administration. After the i-Ready tests are administered, students and families are provided with a goals and projection sheet that summarizes the students' progress. The Charter School uses the i-Ready tests to measure student progress and growth.

Assessments

By implementing Data Dives to analyze assessments--teachers self-reflect on their own practice and pacing guides, based on surveying student work for learning gaps and looking at standards--leading to the development of specific action plans to address identified learning needs. Bi-weekly department meetings also look to address trends in learning and give teachers a space to collaborate to standardize best teaching practices by department.

Data analysis has been a focus of our approach at Richmond Charter Academy since we first opened, but our new partnerships with Uncommon Schools and Relay GSE have provided us with the guidance necessary to reach new heights of best practice in this area. Starting in the summer, teachers are trained on their curriculum, assessment schedule, and our schoolwide data analysis protocols. At week six, we begin meeting in content area departments to run these data analysis protocols on recent assessments with the planned deliverable being an informed reteach plan that can be introduced during the next day's lesson. This practice of frequent data meetings on lower stakes, formative assessments, is intended to identify and correct gaps in student mastery before units reach their completion and it is too late.

Data driven decision making ultimately leads to more effective teaching and student achievement. The assessments outlined below empower educators to make data-informed decisions based on student needs, identify students for targeted interventions, and promote a culture of continuous improvement.

Type	Assessment Name	Description
Universal Screeners	Lexia i-Ready Initial ELPAC	Universal screeners are used to provide data to measure the effectiveness of core instruction to allow teams to consider adjustments across Tier 1 universal supports. These screeners allow educators to identify students who may benefit from Tier 2 and Tier 3 interventions.
Diagnostic Assessments	i-Ready	Diagnostic assessments are used to measure skill strengths and weaknesses, identify skill gaps, and assist in determining why a problem might be occurring. Diagnostic assessments are administered in Fall, Winter, and Spring.
Summative Assessments	SBAC ELA/Math CAST Summative ELPAC PFT Midterm/Final Exams	Summative assessments are used to benchmark student performance relative to what students need to be successful based on assessed content standards. They provide teachers, administrators, parents/guardians, and students with ongoing data to assess whether they are on track to meet goals.
Formative Assessments	Quizzes Exit tickets	Formative assessments provide data to guide instructional decisions and identify indicators for scaffolding and differentiated instruction. Teachers use formative assessments on a weekly basis to ensure that instruction is meeting all students.

Amethod Public Schools believes in a continuous improvement model. The organization reviews data and programs in an attempt to better the student experience at our campus. The following table summarizes an overview of topics in this model.

	Measure	Analysis	Action Plans
Students	• State Tests • Classroom projects and grades • Attendance • Retention Rate • Disciplinary Actions	• Compared with similar schools and all California schools • Identify the root causes of • Performance increases or decreases in each area	• Create a plan for improvement in low-performing areas • Set targets for the next academic year • Improvement is required annually
Teachers	• Teacher Performance Evaluations • Student performance in individual classes • Teacher Satisfaction Surveys • Teacher Retention	• Identify strengths & opportunity areas for each teacher • Analyze staff retention to identify breakdowns *(recruiting, staff development, etc.)*	• Create a plan for improvement in low-performing areas • Set Annual Growth targets
Site Leadership	• Student performance • Teacher performance • Fiscal management • Parent Satisfaction • Student Engagement	• Compared with previous years, across similar schools	• Create plan for improvement in low performing areas • Set Annual Growth targets for the next academic year

Governance	• Performance at individual schools • Employee Retention • Fiscal Management	• Compare with previous years and targets set by the Board	• Create a plan for improvement in low-performing areas • Set Annual Growth targets with the Board for the next academic year

School Accountability Report Card

RCA will compile data each academic year to produce a School Accountability Report Card. Student achievement data will be disaggregated annually to identify students' academic performance by sub-groups (e.g., ethnicity, gender, English Learners, socioeconomically disadvantaged students, and students with disabilities).

Grading Philosophy

Our grading practices strive to align with our values, mission, and vision. The Charter School has set forth the guiding principles for grading below, adapted from Grading for Equity (Feldman, 2019):

- Grades should be accurate: Grade calculations should be mathematically accurate and sound, easy to understand, and made based on clear descriptions of a student's level of academic performance.
- Grades should be bias-resistant: There are multiple opportunities to provide feedback to students, and grades are but one of them. Grades should be representations of an individual student's progress toward mastery or how effectively they have met the standards for academic performance. Grades should not be punitive or incorporate potentially biased, situational and/or culturally influenced perceptions of behaviors (such as timeliness of assignment submission, how quickly students master a topic, effort, personality, participation, etc.).
- Grades should be motivational: Grading should allow multiple attempts at mastery and, therefore, represent where the student is at the time of grading, using the most recent data as an indicator. Teachers will consider how to balance providing time for mastery with the time constraints of the course.

Grading and Progress Reports

Students earn grades based on established performance levels as described in the table below. In pursuit of our overall mission to get students prepared for colleges and

universities, RCA students do not earn middle school credits for any course in which they receive less than a C-.

When grades are given for any course of instruction, the grade given to each student shall be the grade determined by the teacher of record for the course, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetence the grade shall be final. Teachers may make changes to grades until the semester cutoff date, which is the date that grades are stored and recorded onto the student's historical grades section of PowerSchool. After grades are stored, teachers are prohibited from changing grades without securing the approval of the Site Director. All grade changes will be documented in PowerSchool and requests for changes will only be accepted for 30 days after the official close of the marking period.

Teachers wishing to change a student's grade after grades have been stored should apply the following criteria:

- The student had extenuating circumstances that prohibited the student from completing the course on time (example: automobile accident, serious illness).

- The teacher made a mistake when recording a grade.

Students and families have access to grades through the Student Information System (PowerSchool). They can view grades and message teachers at any time. Information regarding how to use this portal is given at parent/guardian meetings, through communication sent home, and during parent/guardian-teacher conferences. In addition, every quarter, advisory classes send home informal progress reports to ensure that parents/guardians are aware of student grades. If a student is not meeting the minimum mastery requirements for a course, the parent/guardian and student may be required to attend a conference with the student's teacher, Site Director, and/or COST team to develop a plan to support the student's academic progress.

Grading Scale

		Regular	Honors/AP
A+	97-100	4.0	5.0
A	93-96	4.0	5.0
A-	90-92	3.7	4.7
B+	87-89	3.3	4.3
B	83-86	3.0	4.0
B-	80-82	2.7	3.7
C+	77-79	2.3	3.3
C	73-76	2.0	3.0
C-	70-72	1.7	2.7
D+	67-69	1.3	1.3
D	63-66	1.0	1.0
D-	60-62	0.7	0.7
F	59 & below	0	0

A Students receiving an A have demonstrated mastery of at least 90-100 of the standards that have been taught.

B Students receiving a B have demonstrated mastery of at least 80-89 of the standards that have been taught.

C Students receiving a C have demonstrated the minimum mastery requirement of 70-79 of the standards.

D Students Receiving a D have deficits that require additional attention and student support. Thus, a student receiving a D is supported through our MTSS process.

F Students receiving an F have MAJOR grade deficits that require a change in approach, more focus, assistance, and increased effort. The families or parents/guardians of students receiving at least (1) F at the end of the quarter will be contacted to discuss the grade and potentially referred to the COST team.

Promotion and Retention Procedures

Students shall progress through the grade levels by demonstrating growth in learning and meeting grade-level standards of expected student achievement.

When high academic achievement is evident, the Site Administrators may recommend a student for acceleration into a higher grade level. The student's social and emotional growth shall be taken into consideration when making a determination to accelerate a student.

When academic achievement is below acceptable standards, as early as possible in the school year, the Site Administrators shall identify students who are at risk of being retained in accordance with law and Board policy.

The following criteria will be reviewed in calculating retention:

- Grade Point Average (*Grades below the mark of C- are considered as failing and receive 0 credits*).
- Assessment Scores *(these are not used for retention determinations)*
- Attendance *(More than 18 unexcused absences may constitute a retention if the student's grades are failing)*
- Development of a Comprehensive Intervention Plan by the COST team.

When a student is recommended for retention or is identified as being at risk for retention, the Site Administrator shall provide opportunities for remedial instruction to assist the student in overcoming academic deficiencies. Such opportunities may include but are not limited to tutorial programs, after-school programs, summer school programs and/or the establishment of an SST.

Students identified as students with IEPs or Section 504 Plans will be evaluated within the stated goals and needs of the specific student by the IEP team and/or Section 504 team. Although standards will remain high for all subgroups, students with IEPs or Section 504 Plans will be evaluated on an individual basis with consideration of the existing IEP or Section 504 program, goals, and offered accommodations and modifications.

Other considerations:

- No student will be retained at RCA more than once during that student's middle school progression.
- No student will be retained unless the COST team has implemented a comprehensive intervention plan.
- Identifying students at risk of retention must occur at least eight weeks before the end of the school year. The parent(s) or guardian(s) of identified students must be notified in writing at least six weeks before the end of the school year that their child is at risk of retention.
- No student will be retained for non-academic reasons.
- The COST team must conclude that retention is in the student's best interests and consider the emotional and social consequences of the decision. The COST team will then make final retention recommendation requests for students

meeting the indicated criteria and seek the CAO's final approval at least two weeks before the end of the school year.

ELEMENT 4: GOVERNANCE STRUCTURE

"The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement." – Education Code Section 47605(c)(5)(D)

Nonprofit Public Benefit Corporation

Richmond Charter Academy is a direct funded, independent charter school operated by Amethod Public Schools, a California non-profit public benefit corporation, pursuant to Education Code Section 47604(a). Amethod Public Schools is a California non-profit, 501(c)(3) tax-exempt corporation, incorporated in 1997, which operates six charter schools (Richmond Charter Elementary-Benito Juarez, Oakland Charter Academy, Downtown Charter Academy, Oakland Charter High School, John Henry High School), each separately authorized by the West Contra Costa Unified School District, Oakland Unified School District, or the State Board of Education. The charter applicant and holder for all AMPS schools is the Board of Directors for Amethod Public Schools, which operates in accordance with its adopted corporate bylaws. Each AMPS school maintains a separate budget and is audited as part of the organization's annual financial audit. AMPS also creates combined financial statements annually.

The Chater School will operate autonomously from the District, with the exception of the supervisory oversight as required by statute. Pursuant to Education Code Section 47604(d), the District shall not be liable for the debts and obligations of the Charter School, operated as a California non-profit public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by the Charter School, as long as the District has complied with all oversight responsibilities required by law.

Attached, as Appendix C, please find the AMPS Articles of Incorporation.

Attached, as Appendix D, please find the AMPS Bylaws.

Attached, as Appendix E, please find the AMPS Tax Exemption Letter.

Attached, as Appendix F, please find the AMPS Conflict of Interest Code.

Board of Directors

The Charter School is governed by the nonprofit Board of Directors of Amethod Public Schools, in accordance with its adopted corporate bylaws, which shall be consistent with the terms of this charter.

The AMPS Board shall be responsible for all actions necessary to the operation of RCA in accordance with its adopted bylaws.

The Board shall have no fewer than five (5) but no more than eleven (11) directors. All Board directors other than student Board members shall have full voting rights,

including any representative appointed by the chartering authority as consistent with Education Code Section 47604(b). If the chartering authority appoints a representative to serve on the Board of Directors, the Board of Directors may appoint an additional director to ensure an odd number of Board members. All directors, except for the representative appointed by the chartering authority, shall be designated by the existing Board of Directors. All Directors are to be designated at the corporation's annual meeting of the Board of Directors. In accordance with the bylaws, no more than 49% of the persons serving on the Board of Directors may be interested persons.

Upon receipt of a petition for student representation that meets the requirements of Education Code Section 47604.2(b)(2), the Board of Directors shall order the inclusion within its membership, in addition to the number of members otherwise prescribed, of at least one student member. A student member of the Board of Directors shall have preferential voting rights as defined in Education Code Section 47604.2(b)(4).

Each director shall hold office unless otherwise removed from office in accordance with these bylaws for four (4) years and until a successor director has been designated and qualified. No director may serve more than two (2) full consecutive terms. Nothing shall prevent a former Director from rejoining the Board as long as that Director has not been a member of the Board with the preceding twelve months.

To achieve effective school governance, the AMPS Board of Directors shall have experience in one or more of the following areas: Curriculum, Instruction, Assessment, Student Services; School Administration and Finances; Project Management, Strategic Planning; Business and Financial Management; Fundraising, Grant Writing, Donor Relations; Governance, Law, Compliance; and/or, Community Outreach, Communications. The names, titles, and relevant qualifications of the current Board of Directors are included herein.

Attached, as Appendix G, please find the AMPS Board Terms and Biographies.

Amethod Public Schools Board of Directors (at the time of submission)

	Curriculum, Instruction, Assessment, Student Services	School Administration & Finances	Project Management, Strategic Planning	Business & Financial Management	Fundraising, Grant Writing, Donor Relations	Governance, Law, Compliance	Community Outreach, Communications

Edgar Quiroz- Chairperson			X	X	X	X	X
Monica Moncada- Vice Chairperson		X	X	X			X
Elisa Gallegos– Treasurer			X	X		X	X
Fr. Andres Emmanuelli- Member	X	X	X		X		X
Gilbert Lopez, Jr. – Member	X	X					X

Governance Structure of Richmond Charter Academy

The AMPS Board of Directors makes corporate and policy-level decisions and delegates management powers to the Chief Executive Officer ("CEO").

In accordance with Corporate Bylaws, the Chief Executive Officer, subject to the control of the AMPS Board of Directors, supervises and controls the affairs of the corporation and the activities of the staff. Under the policies established by the AMPS Board of Directors, the Site Director reports to the Chief Academic Officer for day-to-day management issues at the site level. The Chief Academic Officer reports to the Chief Executive Officer. The Site Director coordinates all site level planning and decision making that involves the Charter School's staff, parents and guardians, and community members in establishing and reviewing the Charter School's educational plans, goals, performance objectives, and major classroom instructional programs. This allows the Site Director, teachers, parents/guardians, and community members to make school-based decisions within the boundaries of the decisions and policies set by the AMPS Board of Directors.

Beyond the Chief Executive Officer, the AMPS Home Office has numerous positions designed to support the Site Director in the management and operation of the Charter School.

Attached, as Appendix H, please find the AMPS Home Office organization chart.

Attached, as Appendix I, please find the Richmond Charter Academy organization chart.

Organization charts change in alignment with priorities and in response to changes in organizational and school resources.

The governing structure of Amethod Public Schools may be revised. Material revisions shall be submitted to the District in accordance with Education Code Section 47607 and are governed by the standards and criteria of Education Code Section 47605.

No director shall receive compensation for membership on the Board of Directors, in accordance with the bylaws. All directors will serve as volunteers. AMPS and its

Directors agree to comply with the conflict of interest rules under Section 1090 *et seq.* and 81000, *et seq.* of the California Government Code as set forth in Education Code Section 47604.1, and other applicable laws. In addition, the Board of Directors has adopted a Conflict of Interest Code that complies with the requirements of the Political Reform Act, including submittal of Fair Political Practices Commission Form 700 Statement of Economic Interest, and Corporations Code, including the Nonprofit Integrity Act, conflicts of interest rules, which shall be updated with any charter school-specific conflicts of interest laws or regulations applicable in the future. As required, the Conflict of Interest Code has been submitted for approval to the County Board of Supervisors.

The Board shall comply with all applicable federal, state and local laws. The Board is governed in its operations and its actions by the corporate bylaws, which are consistent with the terms of this charter, the Charter Schools Act, and all other applicable laws and delineate membership, voting rights, term, etc. of the members of the Board.

Role and Responsibilities

The AMPS Board of Directors will meet regularly during the school year, and in accordance with the Brown Act and Education Code Section 47604.1(c). The AMPS Board of Directors is fully responsible for the operation and fiscal affairs of the Charter School including but not limited to the following:

- Oversee the legal and fiscal well-being and compliance of the network and each school site;
- Hire, supervise, evaluate, discipline, and dismiss the Chief Executive Officer of AMPS;
- Approve contractual agreements;
- Approve and monitor the implementation of general policies of the Charter School. This includes effective human resource policies for career growth and compensation of staff;
- Approve and monitor the Charter School's annual budget, budget revisions, and fiscal policies;
- Act as a fiscal agent. This includes but is not limited to the receipt of funds for the operation of the Charter School in accordance with applicable laws and the receipt of grants and donations consistent with the mission of the Charter School;
- Contract with an external independent auditor to produce an annual financial audit according to generally accepted accounting practices;

- Establish operational committees as needed;
- Regularly measure progress of both student and staff performance;
- Execute all applicable responsibilities provided for in the California Corporations Code, the Articles of Incorporation, Bylaws, and this charter as required to ensure the proper operation of the organization and school sites;
- Engage in ongoing strategic planning;
- Approve the Charter School calendar and schedule of Board meetings;
- Participate in the dispute resolution procedure and complaint procedures when necessary;
- Approve charter amendments as necessary and submit requests for material revisions as necessary to the District for consideration;
- Participate in and approve the annual independent fiscal audit, any programmatic audits, the Local Control and Accountability Plan, and performance reports;
- Foster active involvement of students, parents/guardians, and the community in Charter School matters.
- Ensure the terms of the charter are met and monitor the implementation of policies, Bylaws, and resolutions.
- In collaboration with the Chief Executive Officer, develop and monitor an overall operational plan that focuses on student achievement and growth.
- Appoint an administrative panel or act as a hearing body and take action on recommended student expulsions.

The Board approves budgets for all AMPS sites, approves major school and Amethod Public Schools policies.

The Board may initiate and carry out any program or activity or may otherwise act in a manner which is not in conflict with or inconsistent with or preempted by any law and which are not in conflict with the purposes for which schools are established.

The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee of the Charter School or Amethod Public Schools any of those duties with the exception of budget approval or revision, approval of the fiscal audit and performance report, and the adoption of Board policies. The Board, however, retains ultimate responsibility over the performance of those powers or duties so delegated. Such delegation will: be in

writing; specify the entity designated; describe in specific terms the authority of the Board of Directors being delegated, any conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation; and require an affirmative vote of a majority of Board members.

Nomination of Board Members

Potential members of the Amethod Public Schools Board of Directors are nominated by a nominating committee appointed by the Chair of the Board. The Board frequently discusses additions to its membership based on the need to add additional functional expertise and/or balance representation of the communities served by Amethod Public Schools. Once nominated, the Board undergoes a thorough review process including a nominee's professional background, community involvement, and commitment to Amethod Public Schools' mission. The qualifications sought in candidates interested in serving on the AMPS Board of Directors include but need not be limited to:

- Strong belief that all children can and will realize high academic achievement and expectations
- Passion and dedication to furthering the mission and vision of Amethod Public Schools
- Ability to contribute the appropriate time and energy necessary to attend the majority, if not all, of the Board meetings, follow through on assigned tasks, and willingness to volunteer for one or more board committees
- Specific knowledge, experience, skills, and/or interest in one of the identified areas of need

Recruitment and Selection of Board Members

New board members are recruited and selected based on the provisions of the AMPS' Bylaws, which states that the Board Chair will appoint an ad hoc advisory committee to nominate qualified candidates for election to the Board ("Nominating Committee"), which in turn will select a Chairperson of the committee.

The Nominating Committee shall not be less than three (3) members, and its duties are as follows:

- Identify a need/priority for the Corporation based on the Board composition and the expertise need;
- Review every candidate(s) thoroughly, including meeting the candidate(s) in person, at which meeting a majority of the Nominating Committee is present;
- Vote as a majority to move the candidate(s) forward; if there is no majority then

the candidate(s) cannot move forward.

- Schedule a meeting between the candidate(s) and the CEO; the meeting shall occur no later than thirty (30) days after the candidate(s) meets with the Nominating Committee;

- The candidate(s) who is voted to move forward shall attend a board meeting and meet the current Board Members;

- The Nominating Committee shall make an oral presentation on the candidate(s) to the Board at a regularly scheduled meeting.

The AMPS Board of Directors and the Chief Executive Officer take great care in ensuring that new Board members are a strong cultural fit with the organization, will add value in specific areas and, most importantly, contribute to the success and growth of the organization.

Governance Training

All Board members receive an annual training on topics to include, at a minimum, open meeting laws, conflict of interest policy, the Brown Act, ethics, essential policies and procedures, legal and financial responsibilities, charter school oversight, and other training as needed or requested by the Board. New members to the AMPS Board of Directors will receive proper training as part of an onboarding to be held within 30 days of joining the Board. Some of the topics for the training sessions will include:

1. *Brown Act*
2. *Parliamentary Procedures*
3. *Conflict of Interest*
4. *Mandatory Ethics – every other year AB 2158 (2022)*
5. *Delineation of Roles and Responsibilities*
6. *Strategic Planning and Thinking*
7. *Legal and Financial Responsibilities*
8. *Effective Board-Staff Relation*
9. *Creating Effective Committees*
10. *Effective Board Self-Assessment*

The above list is a sample and is not meant to be exhaustive.

Board Meetings

The AMPS Board of Directors will meet regularly and in accordance with the Brown Act and Education Code Section 47604.1(c)(4). The Charter School shall post all governing board meeting minutes and bylaws on the Charter School's public website.

The Board shall meet within the physical boundaries of the county in which the greatest number of pupils enrolled in those charter schools managed by Amethod Public Schools reside. The exact location for each meeting is posted on the Board agenda. For AMPS board meetings, there is a two-way teleconference location or video broadcast at each school site. An AMPS staff member is present in the conference room at the location posted on the agenda to assist any members of the public who would like to participate via two-way teleconference or video broadcast. The Board Meeting teleconference number is posted on all Board agendas. The Brown Act is followed with regard to teleconferencing.

All meeting agendas are posted in accordance with the Brown Act. All meetings of the Board are meetings in which the public may attend and participate. The Board agendas, meeting times, and locations are posted in advance on the Amethod Public Schools' website and at each AMPS' school, including the Charter School, in accordance with the Brown Act. Local educational partners can directly participate in meetings by attending them in person, via videoconference or via teleconference. The procedures are designed to comply with the Brown Act because they create open, public meetings that comply with the teleconference requirements identified in Government Code Section 54953.

Given current student enrollment across the AMPS network, Board meetings are physically held at the Home Office of Amethod Public Schools, currently 1450 Marina Way South, Richmond CA and are subject to change pursuant to the terms above.

Each year, the Board of Directors sets and approves its annual calendar of meetings. A majority of the Directors in office constitutes a quorum. All acts or decisions of the Board are by majority vote based upon the presence of the quorum.

Board Committees

The Board may, by resolution adopted by a majority of the Directors then in office, create one or more Board Committees, each consisting of two or more Directors, and no persons who are not Directors, to serve at the discretion of the Board. Any two Committees or any particular duties of a committee may be combined, in the interest of efficiency or management. Unless otherwise directed by the Board, Committees are empowered only to consider and make recommendations upon matters referred to them by the Board. By majority vote of the Committee members, each committee shall elect one of its members who are also Board members to act as chair of the committee.

To facilitate the consideration and management of Amethod Public Schools, the following Committees may be created:

Executive Committee: The Executive Committee shall have the power to act in all matters pertaining to Amethod Public Schools, as directed by the Board, and working in concert with the goals established by the committees, shall determine Amethod Public Schools; short-range and long-range goals. The Executive Committee shall annually review the conditions of employment of the Chief Executive Officer. The Executive Committee shall be composed of the Chair, Vice-Chair, and such other members of the Board as the Board may elect.

Audit Committee: Amethod Public Schools shall have an Audit Committee consisting of at least one Director and may include non-voting advisors. The Audit Committee shall perform the duties and adhere to the guidelines set forth below:

- Assisting the Board in choosing an auditor, as necessary
- Negotiating the auditor's compensation, as necessary
- Conferring with the auditor regarding Amethod Public Schools' financial affairs
- Reviewing and accepting or rejecting the audit

Finance Committee: The Board Chair shall select the chair of the Finance Committee. The Treasurer should be a member of the committee. The Finance Committee shall be responsible for developing, recommending, and reviewing fiscal procedures, for the preparation and review of financial reports and projections of revenues and expenditures, subject to approval by the Board.

Other Committees of the Board: Other Committees may, from time to time, be designated by resolution of the Board. Such other Committees may consist of persons who are also not members of the Board. These additional Committees shall act in an advisory capacity only to the Board and shall be clearly titled "Advisory" Committees.

Meetings of the Committees will be conducted in accordance with the Brown Act. A majority of the Committee members shall constitute a quorum for the transaction of Committee business, except to adjourn. Consistent with legal requirements, Committees will continue to make it a practice to seek input from educational partners by publishing their meeting times and agendas. The time for regular meetings of the Committees may be determined by resolution of the Board, and special meetings of Committees may also be called by resolution of the Board. Minutes shall be kept of each meeting of any Committee. The Committee shall report to the Board from time to time as the Board may require.

Changes to Committees (e.g., composition, purview, etc.) may be made at any time by the AMPS Board of Directors and shall not be considered a material revision to the charter.

Fiscal Management

The Chief Executive Officer is the officer responsible for day-to-day budgetary matters, subject to oversight by the AMPS Board of Directors. The Chief Operating Officer operates and makes recommendations to the Chief Executive Officer regarding the Charter School's budget, with input from the Director of Finance, Site Director, Home Office staff, and any other groups. The Chief Operating Officer and the Director of Finance work closely with the AMPS business management service provider, currently Charter Impact. Charter Impact provides support and expertise in finance, accounting, payroll, budgeting and forecasting, financial reporting, compliance, and audit management and preparation. Charter Impact also provides ongoing training for AMPS staff, the Finance Committee, and the Board of Directors.

The Chief Operating Officer, members of the Home Office team, and Charter Impact also work closely with the external Certified Public Accountant ("CPA") for the annual school's end of year audit. Together, they also review procedures and internal controls. The AMPS Board of Directors may authorize the Finance Committee and/or Audit Committee to review and make recommendations on financial statements and improvements to procedures and internal controls.

The AMPS Board of Directors is ultimately responsible for approving budgets, financial statements, and acting as the fiscal agents for Amethod Public Schools.

Compensation

Directors shall serve without compensation except that they shall be allowed reasonable advancement or reimbursement of actual reasonable expenses incurred in carrying out their duties. Directors shall not otherwise be compensated.

Amethod Public Schools Leadership Team (Home Office)

Subject to the control of the AMPS Board of Directors, the Chief Executive Officer shall serve as the general manager of Amethod Public Schools and shall have general authority over the supervision, direction, and control of the organization and the Charter School. As approved by the Board, any powers or duties vested in the CEO may be delegated by them to such subordinates as they may choose.

As such, the Chief Executive Officer hires a team of individuals to support the management of Amethod Public Schools and the school sites. This team is called the Amethod Public Schools Home Office team. Together, the Home Office team is responsible for the day-to-day management of the Charter School.

The C-level team at the Home Office is composed of the Chief Executive Officer, Chief Operations Officer ("COO"), Chief Academic Officer ("CAO"), and Chief Strategy and Compliance Officer ("CSCO"). Each of these roles oversee specific departments and staff in a Director and Manager capacity. The Chief Academic Officer also oversees the Site Director for the Charter School. The Site Director is responsible for overseeing all staff at the Charter School.

The C-level team meets on a weekly basis to focus on key issues dealing with all matters pertaining to the Charter Schools and the network. This process helps ensure that the schools are hitting their targets and are continually improving. Data and fiscal projections are used as the primary guide for decision making as the organization continues to thrive.

Chief Executive Officer – The CEO is responsible for the strategic direction and success of the organization across all regions.

Chief Operating Officer – The COO is responsible for overseeing the Operations, Facilities, Human Resources, Finance, and Technology teams.

Chief Strategy and Compliance Officer – The CSCO is responsible for ensuring compliance with laws, regulatory requirements, policies, and procedures. The CSCO provides oversight and coordination of the food service program, specific grant projects, data, marketing, and external affairs.

Chief Academic Officer – The CAO is responsible for overseeing the instructional framework and academic success of the network. The CAO also provides coaching and mentorship to the Site Director at the Charter School.

Site Director – The Site Director is the leader of the Charter School and is responsible for the overall performance of the Charter School.

Parental Involvement in Governance

The Charter School has an active school site Family Staff Team ("FST") that is composed of parents/guardians, staff, and students. The FST meets, at minimum, quarterly. The FST is responsible for providing suggestions and recommendations on issues including, but not limited to, budgeting, local control funding formula ("LCFF"), LCAP, curriculum, school policies and procedures, community partnerships, and the general direction of the school. The FST serves as an advisory group to the Site Leadership team, the Home Office C-level team, and the AMPS Board of Directors.

The Family Staff Team shall be composed of a number no less than three (3) and up to eleven (11) members. One seat is reserved for the Site Director, up to two seats for a certificated staff member, and one seat for a classified staff member. The other seats, up to (8), are reserved for parents/guardians, of which a percentage of seats must be

filled by parent/guardian(s) of English Learner students in accordance with FST Bylaws and regulations.

Members of the FST are committed to professionalism, advocacy, and loyalty to the mission, vision and core values of the organization. The FST can bring diverse ideas to the table and help the Charter School craft a shared plan for continuous improvement.

FST meetings are open to the public, as such, any parent/guardian or community member can attend the meetings and make a comment on any topic or matter. Meetings are promoted through various communication channels and all parents/guardians are encouraged to attend. However, only FST members can vote on matters. The Site Director is responsible for facilitating training for FST members, posting of FST meeting times and dates, presenting school updates to the FST, and securing interpreters for the meetings.

The FST is one way that parents/guardians can be involved in school matters. There are other ways that parents/guardians share their opinions and involve themselves in school matters and activities. Other sample activities where RCA parents/guardians may participate are:

- LCAP Overviews/Town halls
- College Readiness Night
- Sports teams
- Summer Field Day
- Excursions/Fieldtrips
- School Beautification Projects
- ParentSquare and PowerSchool Communications
- New Student and Family Orientations
- Back to School events
- Community Outreach
- Food Drives and Community Service Activities
- Festivals/Carnivals
- Focus Groups
- Surveys

- Parent/Teacher Conferences

Attached, as Appendix J, please find the AMPS FST Bylaws.

Parents who exhibit desired professional expertise identified by the Board may also be recommended to the Amethod Public Schools Board of Directors.

Student Involvement in Governance

Richmond Charter Academy has an active Student Body Government ("SBG") where elected students serve as advisors and student leaders at the school. SBG works closely with the Site Leadership team and the AMPS Board of Directors to make suggestions on school programming, policies, procedures, and matters that involve the student body. Our SBG also puts together school programming such as school dances, events, fundraisers, community service projects, and other school-wide activities as requested by the student body.

The SBG meets at least once per month. The meetings are open to all students and any student or staff can make comments on topics or matters that impact the student body. Each grade level elects three representatives to serve on the SBG, a President, Vice President, and Secretary/Treasurer. These members have voting rights when decisions are made at SBG meetings.

Complaint Procedures

AMPS will use a formal complaint policy and process to address community concerns that are not resolved through informal processes. The Charter School will establish complaint procedures that address both complaints alleging discrimination or violations of law and complaints regarding other areas. The Charter School will not, at any time, refer complaints to the District, and will address matters at the Charter School and organizational level consistent with the nature of charter legislation. However, parents/guardians and families may approach the local authorizer or school district to file a complaint should they wish to do so.

Amethod Public Schools has an Internal Resolution Service Complaint Process for internal complaints related to a school employee and/or school programing. AMPS also has a Uniform Complaint Procedure Policy and Complaint Form which address complaints related to discrimination and/or harassment. In addition, AMPS has established a Title IX Discrimination/Harassment Policy and Complaint Procedure to help achieve a safe, discrimination-free, and harassment-free environment for all. The complaint procedures and forms will be clearly articulated in the Charter School's website, student and family handbook, and employee handbook.



ELEMENT 5: EMPLOYEE QUALIFICATIONS

"The qualifications to be met by individuals to be employed by the charter school." – Education Code Section 47605(c)(5)(E)

Overview

To achieve our mission, Amethod Public Schools and Richmond Charter Academy must have a strategy and plan to attract and retain professional, effective, and qualified personnel to serve in administrative, instructional, and non-instructional support capacities. RCA seeks employees who demonstrate a passion for working with historically disadvantaged middle school students, a fundamental belief that all students can successfully master rigorous curriculum given sufficient time and support, a willingness to employ best practices, commitment to support the social emotional well-being of students, and a willingness to accept responsibility for the success of each student.

Equal Employment Opportunity

Charter School acknowledges and agrees that all persons are entitled to equal employment opportunity. Charter School shall not discriminate against applicants or employees on the basis of the characteristics in Education Code Section 220 or protected by other California or federal law. Equal employment opportunity shall be extended to all aspects of the employer-employee relationship, including recruitment, selection, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment.

ESEA/ESSA and Credentialing Requirements

The Charter School shall adhere to all requirements of ESSA that are applicable to teachers and paraprofessional employees in charter schools. RCA shall ensure that all teachers hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment, pursuant to Education Code sections 47605(l) and 47065.4(a). The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. The Charter School shall maintain current copies of all teacher credentials and make them readily available for inspection. Upon the hiring of any teacher, if requested by the District, the Charter School shall provide a copy of that teacher's credentials documentation to the District.

Employee Qualifications

The staffing needs for RCA will be identified by the AMPS Human Resources Department, along with the Chief Operations Officer with input from the Site Director and will be consistent with the Charter School budget. Before any employee can

begin service at RCA, they must provide evidence of fingerprinting/background screening and tuberculosis ("TB") risk assessment or examination. These documents must be checked and verified by administrative staff. The Charter School will maintain a current copy of all employee records, which will be available for audit along with a record of their teaching credentials, fingerprinting/background screening, professional development hours, and a current TB risk assessment or examination. AMPS will comply with all state and federal laws concerning the maintenance and disclosure of employee records. See Element 6 of this charter for additional information.

Within the provisions of applicable law, RCA reserves the right to recruit, interview and hire anyone at any time who has the best qualifications to fill any of its position vacancies so long as the credentialing requirements are met for teachers. Additionally, RCA will ensure the Charter School is a school of choice and that no employee will be required to work at the Charter School.

AMPS believes that all of its employees play a key role in creating a successful learning environment and will recruit qualified employees throughout the organization. AMPS recognizes that employment of staff is voluntary and at-will. The AMPS Human Resources Department, along with the Chief Operations Officer and Chief Strategy and Compliance Officer, shall monitor compliance of this policy. The educational and skill level qualifications and job descriptions of teachers to be employed in the Charter School shall meet the educational goals as outlined in this charter.

Employee Recruitment and Selection Process

All staff to be hired by Amethod Public Schools must demonstrate an understanding and commitment to our mission, vision, core values, and educational philosophy. Amethod Public Schools is an equal opportunity employer and employment decisions are based on qualifications, abilities, and work performance.

Recruitment

The AMPS Home Office team works closely with the Site Leadership team to attract and recruit professional and qualified staff.

Recruitment strategies include:

- Dedicated Human Resources staff to support the entire recruitment process;
- Marketing Manager to expand our outreach efforts;
- Linkages to teacher preparation programs;
- Consistent communication between the Home Office team and the school site;

- Casting a wide net for candidates using traditional and innovative outreach strategies;
- Responsiveness to Candidates – timely return of calls and clear explanation of next steps to prospective candidates;
- Implementing print and social media/online campaigns to attract talent;
- Participating in informational sessions and recruitment fairs at colleges and graduate schools;
- Partnerships with colleges and universities such as UC Berkeley, CSU East Bay, Stanford University, San Francisco State University, St. Mary's College, Chico State University, Sacramento State University, and UCLA;
- Partnerships with organizations such as Teach for America, Reach, CCCOE, and Cal Teach;
- Advertising job postings on high-trafficked websites such as Indeed, Edjoin.org, and Teacherjobs.org;
- Utilize the network of colleagues from our existing teaching staff;
- Fostering internal pipelines of talent.

Selection

The AMPS Board of Directors set the terms and conditions of employment for employees of Amethod Public Schools by establishing personnel policies. Decisions relative to the selection, employment, and release of the Chief Executive Officer rest with the AMPS Board of Directors. Decisions relative to the selection, employment, and release of all other employees rest with the Chief Executive Officer in consultation with specific team members and the AMPS Board of Directors, as needed.

The RCA Site Director, in partnership with members of the Home Office team, is responsible for the selection, employment, and release of all school-site staff.

To ensure the selection of the highest quality staff, the following selection process is followed:

	Phase	Responsible Party	Steps
1	Discuss Need	Hiring Manager	Discuss hiring needs with your supervisor and receive their approval, in writing, to post an open position.

			Note: If the role is in addition to the current staffing model, must discuss with the COO and CEO and conduct budget analysis
2	Job Posting Request	Hiring Manager	Forward the approval to post the position to hrsupport@amethodschools.org. Make sure to include the position title and any additional pertinent information.
3	Job Posting	Talent Department	Post job on Paylocity and EdJoin. Posting on Paylocity ensures that the posting is seen on multiple job boards such as Indeed.
4	Obtaining Resumes	Talent Department	Talent Department/Hiring Manager checks Paylocity for resumes and selects candidates to move to the screening phase.
5	Resume Screen	Hiring Manager	Talent Department/Hiring Manager schedules and conducts initial screening interviews and determines who moves forward to the next interview. For teaching candidates, credential status should be confirmed at this time.
6	Scheduling Interview	Hiring Team	Hiring Team coordinates and schedules either zoom or in person interview with the candidate. In person/follow-up interviews should be scheduled within a week after the initial screening.
7	Offer Request	Hiring Manager	Once a candidate has been selected, the Hiring Manager must fill out the Offer Letter Request Form to alert the Talent Department to send an Offer Letter to the candidate.
8	Offer Request Approval	Talent Department	Talent Department reviews Offer Letter Requests by following the AMPS compensation guidelines, credentialing requirements.

			If credential requirements are not met, candidates will not receive an offer letter. Talent Coordinator will review CTC to make sure that candidates hold the correct credential for the course.
9	Job Offer	Talent Department	Talent Department emails candidate an Offer Letter and requests return within 2 business days. Hiring Manager is copied in communication.
10	Job Offer Response	Candidate	Candidate accepts or declines job offer. If the candidate does not respond within 3 days, the Talent Department emails the Hiring Manager so that the Hiring Manager can follow up with candidate.
11	Pre-Employment Process	Talent Department	After the Candidate accepts the job offer, the Talent Department will send the Candidate the TB, Live Scan, and other hiring documents. The candidate will have 10 business days to complete and return.
12	New Hire Welcome	Talent Department	Send welcome email to candidate informing them of new hire onboarding, details about what to bring to onboarding, and what they will receive at onboarding. Include Hiring Manager in email.
13	Access	Talent Department	Send request to Tech Department related to laptop, email, PowerSchool, etc. access if applicable. Send a request to the Facilities Department related to keys if applicable.
14	Onboarding	Talent Department	Meet with New Hire to have them sign any pending documentation, distribute access materials and employee badge, inform them of required training, and answer any questions the New Hire might have. Note: New Hire cannot start until after they have been through Onboarding.

15	Training	Talent Department	Provide access to New Hire for required SafeSchools (Vector) Trainings and CPR.
16	Paylocity	Talent Department	Ensure information is updated for New Hire on Paylocity and work with Payroll Department to ensure New Hire process is complete.

Employee Qualifications

All employees must meet the state and federal legal requirements for employment, including relevant credentialing requirements, background checks, TB clearance, immunizations, and any additional position-specific requirements.

The AMPS Human Resources ("HR") department maintains on file and available for inspection current copies of:

- Teacher credentials for their certificated assignment, as required by position
- Documentation of TB risk assessment or clearance, in accordance with Education Code Section 49406
- Verification of state and federal criminal background check clearance
- Criminal background summaries, which will be maintained by the AMPS HR Department in a confidential secured file separated from personnel files, as required by law
- Documents establishing legal employment status, most commonly in the form of an I-9 Employment Eligibility Verification form and acceptable forms of identification
- All other relevant employment documentation

Qualifications and Job Descriptions for Key Positions

Amethod Public Schools as a charter management organization has an experienced Home Office team responsible for supporting the Charter School and its team in implementing a quality instructional program in alignment with the charter petition.

Home Office Key Positions

The following positions are Amethod Public Schools' Home Office key positions that will support the Charter School in its operations. The organization chart and job descriptions will be revised as necessary to reflect the needs and priorities of the organization in service of its mission.

Chief Executive Officer

Reporting to the Amethod Public Schools' Board of Directors, the CEO provides strategic, financial, and operational leadership for AMPS, closely coordinating and working with the senior leadership team. The Chief Executive Officer will play an integral role in creating access and opportunity for some of the country's most chronically underserved students. They will embody dependability and consistency in prioritization, actively engage various AMPS constituent groups in pursuit of a strategic plan and harmonize human capital and other resources to ensure its meticulous execution. The CEO will represent AMPS to the larger stakeholder communities and hold the standard for quality and accountability across all aspects of the organization.

- Job Requirements
    - Ability to lead the network to meet its' goals.
    - Inspire and maintain a strong culture across the network.
    - Establish a long-term vision with strategic goals in collaboration with the AMPS Board of Directors.
    - Cultivate and nurture a commitment to diversity, equity, and inclusion.
    - Ability to thrive in a fast-paced environment, with multiple priorities, and a changing political landscape.
    - Attract, retain, and develop highly qualified staff to serve in various roles across the network.
    - Leverage the team to believe in the annual network goals and achieve those goals.
    - Have a keen interest in data and data-driven practices.
    - Develop strong relationships with families, staff, students, and partners.
    - Effective communicator
    - Develop effective relations with the AMPS Board of Directors and authorizers
- Required Education
    - Master's degree required
- Required Experience

- 5+ years of experience in a leadership role (within the charter sector preferred)
- Strong fiscal background and understanding of school budgeting and budget sources
- Knowledge of local, state, and federal laws applying to California public charter schools
- Bilingual, preferred

Chief Academic Officer

The Chief Academic Officer reports directly to the CEO and is the key individual responsible for developing and implementing both near-term and long-term plans for the education department. The CAO provides direction and supervision over the various services of the Academic Instructional Team Including: curriculum, instructional coaching, assessments, professional development, Special Education, and strategic planning. The CAO manages and has weekly interactions with the Site Directors and is responsible for the overall instructional vision of the network.

- Job Requirements
  - Translate the organization's educational philosophy, goals and objectives into action terms that directly benefit teachers and students of the organization.
  - Work to improve the quality of educational services and programs.
  - Initiate development of new programs that are measurable and reflective of the organization's data driven environment.
  - Develop, evaluate and make recommendations to the CEO regarding policies and procedures governing the operation of the organization's schools, educational services, special projects, research and evaluation, and curriculum and staff development.
  - Provide leadership and support on adopting research-proven, standards-based instructional practices and resources at all AMPS schools.
  - Collaborate with Site Directors, instructional team and C-level team to refine, articulate, and continuously improve the AMPS educational model based on student needs.
- Required Education

- Masters Degree from an accredited institution of higher education.

- Required Experience
    - Charter School leadership experience.
    - Staff development training experience in different modalities.
    - Teaching experience in an urban setting.
    - Principal experience (at charter schools preferred).

Chief Operating Officer

Reporting to the CEO, the Chief Operating Officer will lead a team of senior managers in the design and execution of an operational support model, ensuring that AMPS continues to deliver exceptional performance while meeting its goals. The Chief Operating Officer will supervise the following non-instructional operational functions: finance, facilities, technology, operations, and human resources. The COO will also play a significant role in developing and implementing the organization's long-term plan and strategy.

- Job Requirements
    - Ensures alignment, consistency and clear communication of services to regions and schools.
    - Coordinate communication within the sites to ensure that all team members are working together purposefully to support our staff and students.
    - Refine and manage internal operational systems.
    - Grow and cultivate a high performing organizational culture by developing and implementing recruitment, training, and retention strategies.
    - Oversee operating and capital budgets.
    - Monitor the impact of operational decisions and performance on the organization's financial health.
    - Work with the Finance Team to manage the yearly independent audit required of all California public charter schools.
    - Work with cross teams in finance and HR to ensure payroll, retirement and other cross-sectional teams are functioning effectively.

- Required Education
    - Bachelor's degree in business administration, finance, management, or related field (Master's Degree preferred).
- Required Experience
    - Familiarity with financial software programs such as QuickBooks, NetSuite, etc.
    - Proven ability to inspire and motivate a team of staff members, set goals and objectives.
    - Strong communication skills, both verbal and written.
    - 3+ years of experience in leadership roles, managing complex projects, including the ability to plan, organize, and execute projects, manage timelines and deadlines, and ensure that all educational partners are informed.

Chief Strategy and Compliance Officer

The Chief Strategy and Compliance Officer reports to the CEO and is primarily responsible for overseeing compliance within the organization, and ensuring compliance with laws, regulatory requirements, policies, and procedures. The Chief Strategy and Compliance Officer is to be the point person and coordinator of AMPS food service program and school Registrars, managing specific grant projects, overseeing specific compliance reporting, and providing compliance and strategy support for all Home Office departments and school sites.

- Job Requirements
    - Ensure compliance with all relevant and applicable governance, including charter laws, education code, the school's charter petition, the bylaws of the charter school's board of directors, and charter authorizer requirements.
    - Develop and manage a central compliance calendar with deadlines and activities that schools and departments will need to complete throughout the year to meet these deadlines.
    - Train and support school Registrars and Admin Assistants to ensure school operations compliance.
    - Facilitate successful food service contracts between schools and CMO.

- Prepare and be the lead for all food service-related audits and inspections.
- Lead regional risk management compliance strategy.
- Coordinating internal compliance review and monitoring activities, including periodic reviews of departments.

- Required Education
  - Bachelor's degree in business, management, policy, or related field (Master's degree preferred)

- Required Experience
  - 3+ years working in a project management leadership role.
  - Ability to manage and execute various projects and initiatives at once.
  - Experience in a K-12 environment (charter sector experience preferred).
  - Expertise with Student Information Systems ("SIS") such as PowerSchool and Microsoft Officer Suite and Google Suite

Director of Instruction

The Director of Instruction will be responsible for managing teaching and learning initiatives across our network of schools. This pivotal role requires someone who can execute the vision for instructional models and systems, ensuring consistency and excellence in teaching practices across all sites. The Director of Instruction will report to the Chief Academic Officer and will work closely with school leaders and teachers to foster a culture of continuous improvement and student success.

- Job Requirements
  - Develop and implement coaching programs to support teachers in the delivery of high-quality instruction.
  - Collaborate with school leaders to design and facilitate professional learning communities focused on instructional best practices.
  - Ensure that instructional practices are aligned with state standards, network-adopted curriculum, and assessment requirements.
  - Monitor and evaluate the effectiveness of instructional strategies and interventions, making adjustments as necessary.

- Lead the selection, development, and implementation of curriculum materials and resources.
- Build a high-performing, collaborative, and innovative culture that fosters a growth mindset.

- Required Education
  - Bachelor's degree in education or related field (Master's degree preferred).

- Required Experience
  - 3+ years of experience in educational leadership roles, with a focus on teacher coaching, instructional improvement, and professional development design.
  - Knowledge of state standards, assessment requirements, and educational policies.
  - Demonstrated leadership abilities, including strategic planning, team building, and project management.
  - Previous experience in charter schools, preferred.

Director of Data and Assessment

The Director of Data and Assessment plays a pivotal role in driving data-informed decision-making and ensuring high-quality academic outcomes for the network. This individual is responsible for overseeing all aspects of data analysis, assessment, and reporting, collaborating closely with Site Directors, the Director of Instruction, and reporting to the Chief Academic Officer.

- Job Requirements
  - Conduct comprehensive data analysis to inform instructional practices, identify areas for improvement, and measure student progress.
  - Oversee the development and implementation of a robust data dashboard to provide real-time insights into student performance and school-wide trends.
  - Collaborate with school sites to analyze student data and develop targeted interventions.

- Manage the administration of state assessments, benchmark assessments, and internal assessments, ensuring compliance with all relevant regulations.
- Develop and implement a comprehensive student progress monitoring system to track student growth throughout the academic year.

- Required Education
  - Bachelor's degree in education, data science, or related field (Master's degree preferred).

- Required Experience
  - 3+ years of experience in educational leadership roles, with a focus on data analysis, instructional improvement, and student progress monitoring.
  - Knowledge of state standards, assessment requirements, and educational policies.
  - Knowledge of multi-tiered systems of support and Response to Instruction and Intervention ("RTI²").
  - Previous experience in charter schools, preferred.

<u>Director of Finance and Administration</u>

The Director of Finance and Administration is responsible for the overall financial health and operational efficiency of our organization, ensuring compliance with all financial regulations while driving organizational success. The ideal candidate will possess a strong blend of financial acumen, leadership, and strategic thinking to effectively manage and optimize our financial resources. The Director of Finance and Administration will report to the Chief Operations Officer and will work closely with school leaders and members of the Home Office team.

- Job Requirements
  - Develop and oversee annual budgets in collaboration with C-suite executives, school leaders, and the back office.
  - Provide financial training to school leaders and home office staff.
  - Manage day-to-day financial operations including accounting, payroll, accounts payable/receivable, and cash management.

- Ensure timely and accurate payments, transactions, and monthly close processes with the finance team and the back office.
- Ensure compliance with all authorizer, state, and federal financial reporting requirements, in cooperation with the back office team.
- Coordinate and collect audit information and work with auditors during field work, contacting team members and back office for completion of tasks.
- Consistently analyze financial data and present financial reports to school sites and home office leadership in an accurate and timely manner, monitor progress and changes, and keep senior leadership abreast of the organization's financial status.

- Required Education
  - Bachelor's degree in finance, accounting, or related field (Master's degree preferred).
- Required Experience
  - 5+ years of progressive financial management experience, preferably in the education sector.
  - Strong understanding of GAAP and financial reporting standards.
  - Proven ability to analyze financial data and translate complex information into actionable insights.
  - Previous experience in charter schools, preferred.

Director of Human Resources

The Director of Human Resources is responsible for the strategic direction and execution of the AMPS talent management strategic plan. Reporting to the Chief Operations Officer, the Director of Human Resources will be responsible for the full employee life cycle of AMPS Team Members, from recruitment and hiring to career paths. The Director of Human Resources will plan, lead, direct, develop, and coordinate the policies, activities, and staff of the HR department, ensuring legal compliance and implementation of the organization's mission and talent strategy.

- Job Requirements
  - Identifies recruitment avenues and pursues new partnerships and pipelines.

- Continuously improve and manage the AMPS interview and hiring process.
- Build relationships with colleges, universities and other potential school based partners.
- Align recruitment, selection, onboarding (including reviewing contracts with employees and providing orientation), ongoing professional development, retention and exiting practices with the organization's strategy.
- Oversees the daily workflow of the department.
- Handles discipline and termination of employees in accordance with company policy.
- Develop, initiate and maintain effective programs for workforce retention, promotion and succession planning.
- Monitors and ensures the organization's compliance with federal, state, and local employment laws and regulations, and recommended best practices.

- Required Education
  - Bachelor's degree in human resources, management, business, or related field (Master's degree preferred).
  - SHRM certification or other certification showing mastery of Human Resources practices and compliance.

- Required Experience
  - 5+ years of progressive human resources management experience, preferably in the education sector.
  - Thorough knowledge of employment-related laws and regulations.
  - Excellent verbal and written communication skills.

Director of Special Education

The Director of Special Education will lead the development, implementation, and management of AMPS' Special Education program. The Director of Special Education will be responsible for the organization and administration of special education and related services to students with disabilities. The Director ensures that educational services are provided according to local policy, state regulations and federal

regulations. The Director will work as a member of the general instructional team in coordination and support of Special Education services throughout AMPS schools and will work cooperatively with school leadership, instructional faculty, and parents/guardians to ensure all receive a high-quality education in accordance with their IEPs and California and Federal requirements.

- Job Requirements
    - Develop and manage the Special Education strategy, implementation, plan and calendar in order to coordinate Special Education services.
    - Ensure the AMPS Special Education program maintains high quality across all schools.
    - Facilitate the delivery of services among multiple external providers by researching, evaluating and selecting the highest-quality providers, and acting as the liaison among external partners working with AMPS.
    - Collaborate closely with the El Dorado Charter SELPA to design and implement a high-quality program by receiving training, seeking advice, documenting finances, and participating fully in the SELPA's activities and committees.
    - Provide ongoing professional development and individual training to Special Education teachers, School Leaders and general education teachers that includes research-based interventions, data analysis, and assessment modifications.
- Required Education
    - Bachelor's Degree required; Master Degree preferred
    - Meet CA licensure and credentialing requirements in Special Education.
- Required Experience
    - At least three (3) years of experience working as a Special Education teacher in an urban school.
    - Awareness of web-based IEP management systems specifically the SEIS, or other similar systems, and competency in using the system to document student records.
    - Experience with and strong knowledge of local and national Special Education laws and mandates.

<u>Assistant Director of Student Services</u>

Reporting to the Director of Special Education, the Associate Director of Student Services is responsible for supporting the development and implementation of school counseling programs, MTSS behavior strategies, mental health supports, career pathways, and college access programs. This role involves overseeing partnerships with academic institutions, community colleges, and business partners to ensure students' seamless transition from K-12 to college.

- Job Requirements
    - Lead programs and services aimed at students' post-secondary success and achievement.
    - Implement school counseling programs at each school site by assessing the needs of each individual site.
    - Ensure compliance with state laws and board policies related to college, career and technical education and school guidance.
    - Provide professional development to staff on mental health supports, college access initiatives, and MTSS.
    - Support site administration with Section 504 plans.
    - Establish systems of support for students in academic, social/emotional, and college/career domains.
- Required Education
    - Master's degree in School Counseling or related field.
    - Meet CA licensure and credentialing requirements in school counseling.
- Required Experience
    - Minimum of three (3) years of successful college counseling and career pathway experience.
    - Strong understanding of learning management systems, student information systems, and educational data standards.
    - Previous work experience in charter schools, preferred.

Site Level Key Positions

The following positions are Richmond Charter Academy's key positions, and the qualifications needed for those roles. The organization chart and job descriptions will

be revised as necessary to reflect the needs and priorities of the Charter School in service of its mission.

Site Director

The Site Director is the instructional, cultural, managerial, and community leader of the Charter School that sets the vision and ensures that the Charter School exhibits a structured college going, preparatory environment where all students understand the purpose of preparation. The Site Director serves as the manager of all teachers, and coaches a few classroom teachers directly, which includes conducting observation cycles, modeling lessons, and providing support and resources aimed at increasing teacher effectiveness and leadership.

- Job Requirements
    - Accountable for students' overall academic performance.
    - Manage school revenues and expenses to stay within agreed upon budget.
    - Maintain work hours extending beyond school hours for other professional duties or functions such as staff meetings, etc.
    - Maintain professional standards and a school environment that is productive, safe and focused on organizational and school mission.
    - Participate in school-wide and individual professional development.
    - Participate in other events aimed at promoting or developing Amethod Public Schools and its schools (i.e., student recruitment).
    - Foster a rigorous and college preparatory environment that ensures high levels of student achievement annually through the relentless use of data to drive and refine instruction.
    - Develop classroom teacher practice and leadership through direct observation, coaching, and training
    - Promote collaborative problem solving and open communication between teachers, students, and families.
- Required Education
    - Bachelor's Degree required; Master's Degree preferred.
- Required Experience

- At least four (4) years of teaching experience in urban charter school.
- At least one (1) year of experience as an instructional leader, Assistant Principal, Dean, or equivalent leadership role.

Dean of Instruction

The Dean of Instruction serves as the instructional leader of the staff and students at the school site. Reporting to the Site Director, the Dean of Instruction is responsible for the execution of the instructional program at the school site. The Dean of Instruction will serve as a member of the administrative team dedicated to cultivating excellence throughout the school and community. They will have the leadership responsibility of coaching and managing the school's teachers.

- Job Requirements
  - Systematically assesses and monitors student progress using objective and verifiable information.
  - Works with staff to systematically identify and respond to at risk students; makes referrals to appropriate community agencies.
  - Helps maintain policies and practices for grading, reporting, and promoting.
  - Assists in training and supporting teachers and leaders in using student information and assessment systems.
  - Assists in coordination of statewide and school wide assessments.
  - Performs classroom observations and instructional coaching and demonstrates aptitude in the process.
  - Assists Site Director with recruiting, screening, hiring, training, and evaluation of school personnel.
  - Conducts data analysis and assists in preparation and delivery of professional development.
- Required Education
  - Bachelor's Degree
  - Meet CA teacher licensure and credentialing requirements.
- Required Experience

- Demonstrative track record of producing high levels of growth in academic student achievement.
- 3+ years of successful teaching experience.
- Experience as a teacher leader or instructional coach.
- Knowledge of the State Standards and instructional best practices.

Dean of Students

The Dean of Students is responsible for the execution of the safety, discipline, cultural and operations program as well as supporting the Site Director in the development and leadership of the staff and instructional program. The Dean of Students will serve as a member of the administrative team dedicated to cultivating excellence throughout the school and community.

- Job Requirements
  - Implement and follow policies and procedures for student support, behavior management, discipline, and other policies related to maintaining a positive school culture.
  - Facilitate faculty and staff development related to school culture.
  - Serve as liaison to parents/guardians and facilitate parent/guardian education and involvement.
  - Contribute toward a safe environment for learning, including ensuring that student conduct is maintained, and discipline is enforced fairly and consistently.
  - Keeps the community informed about school activities through newsletters, news releases, and attendance at parent/guardian meetings.
- Required Education
  - Bachelor's Degree
  - Meet CA licensure and credentialing requirements in school counseling, preferred.
- Required Experience
  - 3+ years working with underserved youth in a school setting

- Demonstrative track record of producing high levels of growth in academic student achievement.
- Previous work experience in charter schools, preferred.

Teacher

AMPS' teachers are committed to providing a high-quality education to our students, fostering a positive learning environment, and collaborating with colleagues to achieve our school's goals. We recognize that the number one factor impacting student achievement is quality, presence, and effectiveness of every teacher within the classroom. We find it crucial to recruit, develop, support and retain great educators as the key to the success of our students and the network.

- Job Requirements
  - Develop and implement engaging and effective lesson plans aligned with state standards and the network-adopted subject-specific curriculum.
  - Adapt instruction as needed to meet the diverse learning needs of students.
  - Utilize a variety of instructional strategies to engage students and promote critical thinking.
  - Effectively manage student behavior and create a positive learning environment in accordance with school policies and procedures.
  - Establish clear and consistent classroom procedures and routines to promote positive student behaviors.
  - Assess students' progress regularly and provide individualized support and interventions as needed.
  - Develop and administer formative and summative assessments to monitor student progress and provide timely, constructive feedback.
  - Provide individual and small group support to students as needed.
  - Utilize effective communication channels, such as ParentSquare messages, to keep parents and families informed about classroom activities and student progress.
  - Participate in school-wide initiatives and committees to contribute to the overall success of the school.
- Required Education

- Bachelor's degree or higher from a regionally accredited institution.
- California teaching credential or ability and willingness to obtain a California teaching permit/credential if not already credentialed.

- Required Experience
  - 1+ years of experience working at school sites or experience working with children/youth, preferred.
  - Strong classroom management skills and ability to build rapport with students.
  - Demonstrated mastery of subject matter.
  - Previous experience in charter schools, preferred.

Selection of teachers is based on their teaching experience, the degree of subject matter expertise, their ability to develop strong relationships with students, families, colleagues, and the community, and their ability to demonstrate effective classroom instructional capabilities. Inexperienced or emergency credentialed teachers are hired when we are unable to secure a more experienced or fully credentialed teacher. We deem their level of quality based on educational experience, work experience, references, willingness to enter a credential program in the near future, and their ability to obtain the necessary permit or waiver from the Commission on Teacher Credentialing for the school year and certificated assignment they are applying to.

Other Jobs at the Charter School

School Counselor

The School Counselor will be responsible for providing services related to the delivery of mental health care to assigned students that includes students who are struggling academically, with social/mental health matters, and/or SPED students. The School Counselor will provide consultation services to the school staff to support the overall mental health goals of the school and contribute to overall student success. The role requires that the individual understands the importance of social emotional well-being for students and adapt culturally responsive approaches when dealing with a diverse population. The counselor is required to maintain professional standards and confidentiality of records relating to student treatment in accordance with the varied state and federal laws, American School Counselor Association Student Standards, and AMPS policies.

- Required Education
    - Bachelor's Degree, Master's Degree preferred.
    - Credential authorizing the employee to provide ERMHS services to pupils, such as Pupil personnel Service (PPS) credential: completed or in progress.
- Required Experience
    - Understanding of ACSA Counseling standards.
    - At least two (2) years of school counseling experience or extensive experience working in urban school settings.

Paraprofessional Tutor

The Paraprofessional Tutor will provide academic assistance to students who need remediation, including tutoring students in specific academic areas related to their core curriculum during the school day and/or assist students with their homework assignments during the afterschool program. Tutors engage in academic activities with selected students either one-on-one or with small groups.

- Required Education
    - Bachelor's Degree.
- Required Experience
    - 1+ years of experience working with youth.

Professional Development

Amethod Public Schools staff participate in extensive professional development. Our professional development plan is aligned to the annual educational priorities established by Amethod Public Schools and the Charter School. Amethod Public Schools' professional development plan focuses on enhancing instructional practices, fostering collaboration, and integrating technology into the classroom. The plan could include a series of workshops and training sessions tailored to different grade levels and subject areas, emphasizing current educational trends, pedagogical strategies, and differentiation techniques. Collaborative learning communities are established, allowing teachers to share best practices, observe each other's classrooms, and engage in constructive feedback.

Before the school year starts, all AMPS' staff participate in week-long professional development sessions. We call this our AMPS Summit. There are various professional development strands based on the roles that staff have. For new teachers, AMPS has a New Teacher Summit where they participate in training specifically tailored to them.

To ensure that the professional development plan is effective and relevant, ongoing assessment and feedback mechanisms are integrated. Regular surveys and reflection sessions allow educators to voice their needs and experiences, allowing for adjustments to the program, as necessary. Furthermore, technology training on all curricula has been a core component, equipping teachers with the skills to effectively utilize digital tools and resources in their instruction. By prioritizing these elements, the professional development plan fosters a culture of continuous improvement and innovation, ultimately enhancing student learning outcomes across all grade levels.

Instructional Coaching

Amethod Public Schools has implemented an effective teacher coaching and feedback plan which involves a structured approach that fosters continuous development. We have established a clear framework that includes regular bi-weekly classroom observations, peer feedback sessions, and individualized coaching meetings. Coaches are trained to observe lessons with a focus on specific pedagogical strategies, student engagement, and learning outcomes. After observations, a collaborative feedback session follows and allows teachers to reflect on their practices, discuss strengths and areas for growth, and set actionable goals. This reflective practice encourages a growth mindset, where teachers feel supported in experimenting with new techniques without fear of judgment.

The tools that we use to align and improve instructional practices are the California Standards for the Teaching Profession, Get Better Faster model, and Teach Like a Champion strategies. AMPS has integrated these tools into our instructional coaching framework to increase teacher effectiveness and improve student outcomes. By prioritizing ongoing support and creating a safe space for professional dialogue, Amethod Public Schools' coaching plan enhances teaching quality and supports our mission.

Performance Evaluations

Staff evaluations are performed at least two times per school year. The Site Director and Deans are responsible for evaluating all teachers and support staff. The Home Office instructional team supports the sites with the evaluation process and ensures compliance. The Site Director is responsible for evaluating the Deans, and the Chief Academic Officer is responsible for evaluating the Site Director. Home Office staff are evaluated by their immediate supervisor. The AMPS Board of Directors evaluates the Chief Executive Officer.

Amethod Public Schools complies with the requirements set forth in Education Code section 44939.5 regarding the reporting of egregious misconduct committed by certificated employees. Amethod Public Schools maintains sufficient staff and systems, including technology, required to ensure timely reporting necessary to comply with the law and to meet all reasonable inquiries from the District and other authorized reporting agencies.

Attached, as Appendix K, please find the AMPS Employee Handbook.

ELEMENT 6: HEALTH AND SAFETY PROCEDURES

"The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following:

i. That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.

ii. For all schools, the development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (M), inclusive, of paragraph (2) of subdivision (a) of Section 32282. For schools serving pupils in any of grades 7 to 12, inclusive, the development of a school safety plan shall also include the safety topic listed in subparagraph (N) of paragraph (2) of subdivision (a) of Section 32282.

iii. That the school safety plan be reviewed and updated by March 1 of every year by the charter school."

– Education Code Section 47605(c)(5)(F)

Overview

In order to provide safety for all students and staff, the AMPS Board of Directors has adopted and implemented full health and safety procedures and risk management policies at the Charter School site in consultation with its insurance carriers and risk management experts. These policies and procedures will be incorporated into the Charter School's Family and Employee Handbooks and are reviewed on an ongoing basis by the Site Director and Board of Directors. The Charter School has developed an emergency preparedness plan with parents, guardians, and staff input to natural disasters and emergencies, including seismic safety (structural integrity and earthquake preparedness), fire, evacuation procedures, and drill schedule. The Charter School shall ensure that staff are trained annually on health and safety policies and an emergency preparedness plan.

The following is a summary of the health and safety policies and procedures of the Charter School.

Procedures for Background Checks

As required by Education Code Sections 44237 and 45125.1, the Charter School shall require all employees of the Charter School, all volunteers who will be performing services that are not under the direct supervision of a Charter School employee, and any onsite independent contractors or vendors having unsupervised contact with students, to submit to criminal background checks and fingerprinting. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. The Charter School shall also comply with the provisions of AB 2534 (2024) requiring charter schools to inquire

about any credible complaints or investigations related to egregious misconduct against applicants for employment. The Charter School shall maintain on file and available for inspection evidence that the Charter School has performed criminal background checks and cleared for employment all employees prior to employment, and documentation that independent contractors and vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students. The Charter School shall designate and maintain at all times at least one Custodian of Records duly authorized by the California Department of Justice. The Charter School shall also ensure that it requests and receives subsequent arrest notifications from the California Department of Justice to ensure the ongoing safety of its students. The Chief Executive Officer shall monitor compliance with this policy and report to the Charter School Board of Directors on a regular basis. The Chief Operating Officer will monitor the fingerprinting and background clearance of the Chief Executive Officer.

Role of Staff as Mandated Child Abuse Reporters
All employees are mandated child abuse reporters, as defined by law, and will follow all applicable reporting laws, and follow the same policies and procedures used by the District. The Charter School shall provide mandated reporter training to all employees annually in accordance with Education Code Section 44691.

Tuberculosis Risk Assessment and Examination
Employees and volunteers who have frequent or prolonged contact with students will be assessed and examined (if necessary) for TB prior to commencing employment and working with students, and for employees at least once each four years thereafter, as required by Education Code Section 49406.

The Charter School shall require any volunteer or vendor/contracting entity employee who may have frequent or prolonged contact with students, to undergo a risk assessment and/or be examined and determined to be free of active TB within the period of 60 days prior to employment/service, in accordance with Education Code Section 49406. The Charter School shall maintain TB clearance records and certifications on file.

Workplace Violence Prevention Plan
The Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan, consistent with the requirements of Labor Code Section 6401.9.

Blood Borne Pathogens
The Charter School shall meet state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the workplace. The Charter School shall implement the Board approved written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus ("HIV") and hepatitis B virus

("HBV"). Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

Extreme Weather Policy
On or before July 1, 2026, the Charter School will develop, adopt, and implement a weather policy that includes protocols for extreme weather conditions, and incorporates the standardized guidelines developed by CDE.

Comprehensive School Safety Plan
The Charter School shall adopt a School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include identification of appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School's procedures for complying with applicable laws related to school safety, including the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(L):

A. Child abuse reporting procedures;

B. Disaster procedures, routine and emergency, including adaptations for pupils with disabilities;

C. Policies pursuant to subdivision (d) of Section 48915 for pupils who committed an act listed in subdivision (c) of Section 48915 and other school-designated serious acts that would lead to suspension, expulsion, or mandatory expulsion recommendations;

D. Procedures to notify teachers of dangerous pupils pursuant to Section 49079;

E. A discrimination and harassment policy consistent with the prohibition against discrimination set forth in Education Code section 200;

F. Provisions of any schoolwide dress code, pursuant to Education Code section 35183 that prohibits pupils from wearing "gang-related apparel," if applicable;

G. Procedures for safe ingress and egress of pupils, parents, and school employees to and from school;

H. A safe and orderly environment conducive to learning at the school;

I. The rules and procedures on school discipline adopted pursuant to Education Code sections 35291, 35291.5, 47605, and 47605.6;

J. Procedures for conducting tactical responses to criminal incidents;

K. If the comprehensive school safety plan includes procedures to prepare for active shooters or other armed assailants by conducting a drill, procedures shall comply with Section 32282(a)(2)(K)(i)-(iv);

L. Procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a school bus serving the school;

M. Procedures to respond to incidents involving an individual experiencing a sudden cardiac arrest or a similar life-threatening medical emergency while on school grounds;

N. A protocol in the event a pupil is suffering or is reasonably believed to be suffering from an opioid overdose.

The School Safety Plan shall be drafted specifically to the needs of the facility in conjunction with law enforcement and the Fire Marshal. Staff shall receive training in emergency response, including appropriate "first responder" training or its equivalent, and first aid response.

Disaster procedures included in the School Safety Plan shall address and include adaptations for students with disabilities. To the extent an employee, parent/guardian, educational rights holder, or student brings concerns regarding the procedures to the Site Director and, if there is merit to the concern, the Site Director shall direct the School Safety Plan to be modified accordingly.

Safety plans are maintained on file and available for inspection. Amethod Public Schools adheres to these plans to address the needs of each school site. Emergency drills are held periodically and as required for fire, earthquake and lockdown scenarios.

Attached, as Appendix L, please find the RCA Comprehensive School Safety Plan.

Comprehensive Anti-Discrimination and Harassment Policies and Procedures
The Charter School is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. The Charter School shall develop a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the Charter School's discrimination and harassment policies.

A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code Section 231.6 and shall prominently and conspicuously display the poster in each bathroom and locker room at the school site and in public areas at the schoolsite that are accessible to, and commonly frequented by, pupils.

Attached, as Appendix M, please find the AMPS Uniform Complaint Policy and the Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy.

Bullying Prevention
The Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated school site employees and all other school site employees who have regular interaction with children.

Vision, Hearing, and Scoliosis
Students will be screened for vision, hearing and scoliosis. The Charter School will adhere to Education Code Section 49450, *et seq.*, as applicable to the grade levels served by the Charter School.

Immunizations
All enrolled students will be required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075. All rising 7th grade students must be immunized with a pertussis (whooping cough) vaccine booster.

Upon a student's admission or advancement to 6th grade, the Charter School shall submit to the student and their parent or guardian a notification that advises students to adhere to current immunization guidelines regarding human papillomavirus ("HPV") before admission or advancement to 8th grade, consistent with the requirements of Education Code Section 48980.4 and Health and Safety Code Section 120336.

Medication in School
Amethod Public Schools has adopted a policy regarding the administration of medication at school that adheres to Education Code Section 49423. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members; per AB 1651 (2023), the Charter School shall store emergency epinephrine auto-injectors in an accessible location upon need for emergency use and include the location in annual notices required by law. To the extent the Charter School maintains a stock of albuterol inhalers to respond to respiratory distress in students, the Charter School shall comply with the requirements of Education Code Section 49414.7, including with respect to training, notices, and the stocking of albuterol inhalers.

Diabetes
The Charter School will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but shall not be limited to, all of the following:

- A description of type 2 diabetes.
- A description of the risk factors and warning signs associated with type 2 diabetes.
- A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
- A description of treatments and prevention methods of type 2 diabetes.
- A description of the different types of diabetes screening tests available.

Mental Health Education
If the Charter School offers one or more courses in health education to students in middle school, the Charter School shall include in those courses instruction in mental health that meets the requirements of Education Code Section 51925, *et seq.*

Mental Health Information
The Charter School shall create and post a poster at the school site identifying approaches and resources addressing student mental health in compliance with Education Code Section 49428.5. The poster shall be displayed in English and the primary language(s) spoken by 15 percent or more of students enrolled at the school site. The poster shall be prominently and conspicuously displayed in appropriate public areas that are accessible to, and commonly frequented by, students at the school site.

The poster shall also be digitized and distributed online to students through social media, internet websites, portals, and learning platforms at the beginning of each school year.

Suicide Prevention Policy
The Charter School shall maintain a policy on student suicide prevention in accordance with Education Code section 215. The Charter School shall review, at minimum every fifth year, its policy on pupil suicide prevention and, if necessary, update its policy. Pursuant to AB 58 (2021-22), the Charter School shall maintain its suicide prevention policy to incorporate best practices identified by the California Department of Education's model policy, as revised.

Prevention of Human Trafficking
The Charter School shall identify and implement the most appropriate methods of informing parents and guardians of students in grades 6 through 8 of human trafficking prevention resources.

California Healthy Youth Act
The Charter School shall teach sexual health education and human immunodeficiency virus prevention education to students in grades 7-8, at least once in middle school, pursuant to the California Healthy Youth Act (Education Code Section 51930, *et seq.*).

Supporting LGBTQ+ Students
Commencing with the 2025-26 school year and ending with completion of the 2029-30 school year, the Charter School shall use an online training delivery platform and curriculum to provide at least one (1) hour of required LGBTQ+ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code Section 218.

All-Gender Restrooms
On or before July 1, 2026, the Charter School shall provide and maintain at least one all-gender restroom for voluntary student use at each of its school sites that has more than one female restroom and more than one male restroom designated exclusively for student use. The restroom shall have signage identifying the bathroom as being open to all genders, it shall remain unlocked, unobstructed, and easily accessible by any student, and be available during school hours and school functions when students are present. The Charter School shall designate a staff member to serve as a point of contact and to post a notice regarding these requirements.

Menstrual Products
The Charter School shall stock its restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom.

The Charter School shall post a notice regarding the requirements of Education Code Section 35292.6 in a prominent and conspicuous location in every restroom required to stock menstrual products, available and accessible, free of cost, as specified. This notice shall include the text of Education Code Section 35292.6 and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.

School Meals
The Charter School shall provide breakfast and lunch, free of charge, during each school day to any pupil who requests a meal without consideration of the pupil's eligibility for a federally funded free or reduced-priced meal, with a maximum of one free meal for each meal service period. The meals provided under this paragraph shall be nutritionally adequate meals that qualify for federal reimbursement. The Charter School shall provide each student adequate time to eat as determined by the Charter School in consideration of available guidance.

Recess
As of the 2024-25 school year and except where a field trip or other educational program is taking place, if the Charter School provides recess to 6th grade students, to the extent required by Education Code Section 49056, the Charter School shall provide supervised and unstructured recess, distinct from physical education courses and mealtimes, of at least 30 minutes on regular instructional days and at least 15 minutes on early release days. The Charter School shall not restrict a student's recess unless there is an immediate threat to the physical safety of the student or one or more of their peers. Alternatively, to providing recess to 6th grade students as described, the Charter School may provide physical education consistent with Section 49056(c)(2)(C).

Transportation Services
The Charter School shall comply with the requirements of Education Code Section 39875(c), if applicable, relating to background checks and testing for individuals providing transportation services for students.

Drug, Alcohol, and Smoke-Free Environment
The Charter School shall function as a drug, alcohol, and smoke-free environment.

Homicide Threats
The Charter School shall comply with all requirements under Education Code Sections 49390-49395 regarding mandatory reporting in response to homicidal threats. All employees and Board members who are alerted to or who observe any threat or perceived threat in writing or through an action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement.

Gun Safety Notice

At the beginning of the first semester, the Charter School shall distribute a notice to the parents/guardians of each student addressing California's child gun access prevention laws and laws related to firearm safety utilizing the most updated model language published by the California Department of Education.

Athletics

The Charter School shall comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including but not limited to complying with the requirements of Education 49475 regarding concussions/head injuries, providing information to athletes regarding sudden cardiac arrest, and annually providing each athlete an Opioid Fact Sheet for Patients.

The Charter School complies with the requirements of Education Code section 221.9 with respect to the posting and/or disclosure requirements regarding pupil participation in competitive athletics and complies with the requirements of Education Code Section 33479 *et seq.* regarding recognition of signs of sudden cardiac arrest with respect to any athletic program that is offered.

In the event that the Charter School participates in any interscholastic athletic programs, it shall comply with all applicable requirements, including, but not limited to, adopting a written emergency action plan for sudden cardiac arrest or other medical emergencies related to athletic programs, and acquiring at least one automated external defibrillator. Furthermore, the Charter School's emergency action plan shall describe the location of emergency medical equipment and include a description of the manner and frequency at which the procedures to be followed in the event of sudden cardiac arrest and other medical emergencies, including concussion and heat illness will be rehearsed. Coach training shall include recognition of the signs and symptoms of and responding to concussions, heat illness, and cardiac arrest.

The Charter School complies with the requirements of Education Code section 49475 regarding concussions/head injuries with respect to any athletic program (as defined in Education Code Section 49475) offered by or on behalf of the Charter School.

Facility Safety

The Charter School shall comply with Education Code Section 47610 by utilizing facilities that are either compliant with the Field Act or facilities that are compliant with the California Building Standards Code. The Charter School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required under Education Code Section 32001.

Family Educational Rights and Privacy Act

The Charter School, including its employees and officers, shall comply with the Family Educational Rights and Privacy Act ("FERPA") at all times.



ELEMENT 7: STUDENT POPULATION BALANCE

"The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5 that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. Upon renewal, for a charter school not deemed to be a local educational agency for purposes of special education pursuant to Section 47641, the chartering authority may consider the effect of school placements made by the chartering authority in providing a free and appropriate public education as required by the federal Individuals with Disabilities Education Act (Public Law 101-476), on the balance of pupils with disabilities at the charter school." – Education Code Section 47605(c)(5)(G)

RCA is committed to creating a school community that reflects the diversity of the general population residing within the territorial jurisdiction of the District. RCA will strive to recruit middle school students from a range of racial, ethnic, linguistic, ability, and socioeconomic backgrounds preparing to excel in high school, college and career.

The Charter School will maintain an accurate accounting of the balance of racial and ethnic students, students with disabilities, ELs and RFEPs, and SED students enrolled in the Charter School and will use this information to determine where additional outreach efforts are needed. RCA is committed to being racially, ethnically, linguistically (including ELs and RFEPs), ability, and socioeconomically diverse. Recruitment materials will include information about the admission process.

Outreach and Recruitment Strategies
Through collaboration with multiple educational partners, RCA will attempt to do the following:

- Implement an admission process that allows for broad recruitment and engagement from multiple educational partners from diverse roles and backgrounds, enabling families to learn about Richmond Charter Academy.

- Partner with community leaders from the underrepresented student groups to foster dialogue and recruitment strategies to attract families.

- Engage in outreach efforts and make multilingual presentations via community organizations, stores, libraries, restaurants, markets, recreation centers, neighborhood groups, youth organizations, churches and other local organizations.

- Implement a marketing campaign through multilingual digital marketing advertisement, social media, school website, and flyers that appeal to various racial, ethnic, ability and linguistic groups within the District.

- Post multilingual press releases and other marketing communications through local news media, billboards, radio, and television public service announcement targeted toward diverse populations.

- Send multilingual direct marketing mailers targeting zip codes with information about the Charter School and how to apply. Informative newsletters will be emailed to families and the community highlighting school news and enrollment deadlines.

- Conduct community canvassing for opportunities to inform our community about our school program and supports for all students.

- Host multilingual community events and resource fairs to attract the community and distribute information about our school to build trust and rapport with families who may be considering enrollment options.

- Meet with local Athletic Teams and leagues to showcase the school's academic programs, extracurricular activities, and values.

- Host multilingual Open House events to provide opportunities for prospective applicants to learn more about the Charter School's academic, special education, English Learner, and extracurricular programs.

- Develop student and family affinity groups to learn more about their experiences and opportunities to enhance our programming.

- Deliver presentations to students and families of 5th grade students from other AMPS schools

- Employ a diverse staff so that students and families feel a sense of connectedness and familiarity.

- Utilize our External Affairs Manager to develop additional recruitment strategies with the support of families and community partners.

Continuous Improvement of Outreach and Recruitment Strategies
Our goal is to diversify the applicant pool, to be one that is reflective of multiple backgrounds, including students who receive SPED services and/or English learners. RCA strives to maintain a diverse student body and will work to ensure students from diverse backgrounds and academic needs have access to our program.

On an annual basis, AMPS Home Office staff and RCA site leadership teams will conduct an annual diversity needs assessment, which will include data collected from discussions with focus groups, affinity groups, surveys, and community wide dialogue. Key educational partners will be engaged in this process, including school site personnel, Home Office staff, students, parents, guardians, and community members.

AMPS and RCA staff will analyze the data collected and identify needs and opportunities to strengthen programming and outreach efforts.

As part of our outreach and recruitment efforts, RCA created the following plan to achieve the balance of racial and ethnic students, students with disabilities, ELs and RFEPs, and SED students that is reflective of the District:

Action	Tool(s)	Due Date
Analyze student demographic data (racial, ethnic, SPED, EL composition) for the Charter School	PowerSchool demographic data CALPADS report	October 1
Gather District demographic data and compare to the Charter School	Demographic Comparison Table	October 15
Develop a strategic student enrollment and outreach plan based on our comparison tables that allows for diverse student recruitment and engagement from multiple educational partners from diverse roles and backgrounds	Marketing Plan Outreach Plan Affinity Group and Focus Group Feedback Survey	November 15
Prepare and finalize marketing materials	Flyers, brochures, merchandise	November 30
Prepare and finalize outreach materials	Open House dates Application Nights Middle School Presentations	January 15
Analyze data of incoming class to measure success	Registration Materials	April 30

ELEMENT 8: ADMISSION POLICIES AND PROCEDURES

"Admission policies and procedures, consistent with [Education Code Section 47605] subdivision (e)." - Education Code Section 47605(c)(5)(H).

Admission Procedures

The Charter School will be nonsectarian in its programs, admission policies, and all other operations, and shall not charge tuition or discriminate against any student based upon the characteristics listed in Section 220. The Charter School will adhere to all laws regarding the minimum and maximum age of students.

The Charter School shall admit all students who wish to attend the Charter School. There will not be a test or assessment administered to students prior to acceptance and enrollment into the Charter School. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of a pupil or the pupil's parent or guardian within the State, except as otherwise required by law. In accordance with Education Code Sections 49011 and 47605(e)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

The Charter School shall not request or require submission of a student's IEP, Section 504 Plan, or any other record or related information prior to admission, participation in any admission or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment.

In accordance with Education Code Section 47605(e)(4)(A), the Charter School shall not discourage a pupil from enrolling or seeking to enroll in the Charter School for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), including pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation. Similarly, in accordance with Section 47605(e)(4)(C), the Charter School shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to the academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), as listed above.

Pursuant to Education Code Section 47605(e)(4)(D), the Charter School shall post a notice developed by the CDE on the Charter School website, outlining the requirements of Section 47605(e)(4), and make this notice available to parents/guardians.

McKinney-Vento Homeless Assistance Act

The Charter School shall adhere to the provisions of the McKinney-Vento Homeless Assistance Act and ensure that each child experiencing homelessness has equal access to the same public education as provided to other children. The Charter School will include specific information in its outreach materials and websites, and at community meetings, open forums, and regional center meetings, notifying parents/guardians that

the Charter School is open to enroll and provide services for all students. This information shall include contact information to access additional information regarding enrollment.

Admission Process

Formal recruitment of incoming students begins in the Fall semester each year for the following school year. The Charter School shall require students who wish to attend the Charter School to complete an application form. The Charter School will have a publicly advertised open application period each year for enrollment in the following school year. During this time, the Charter School will advertise, attend outreach events, and host open houses to inform families in the community about the opportunities and expectations for prospective students and parents/guardians. The Charter School uses a lottery application form that gathers basic information through the Enroll WCC (West Contra Costa) consortium website which allows parents and guardians to apply to RCA and to a number of other West Contra Costa Charter Schools. Parents/guardians only need to complete one form and apply to multiple charters. Parents/guardians can receive direct assistance with the application process either over the phone or in person. The application is comprised of the following:

- Basic contact information
- Grade level
- Eligibility for admission preferences, as detailed below

Public Random Drawing "Lottery"
Applications are accepted during a publicly advertised open enrollment period each year for enrollment in the following school year. Admission criteria are developed on a non-discriminatory basis. If the number of applicants exceeds the number of available spaces, a public random drawing is held in accordance with Education Code Section 47605(e)(2)(B). The application materials will specifically identify the application deadline and the date of the lottery. All applicants are also informed of the date and location of the lottery, as detailed below.

The Charter School's application process is comprised of the following steps:

1. The Charter School participates in Enroll West Contra Costa. Enroll West Contra Costa manages a single common application and timeline for charter schools in WCCUSD. Families apply online via Avela for each child who is interested in attending the Charter School. Enroll West Contra Costa and Avela organize and oversee the lottery process. The Chief Strategy and Compliance Officer, the Site Director, and the Registrar are responsible for ensuring that the lottery process is followed fairly, accurately, and in a timely manner from start to finish. Monthly meetings between Enroll West Contra Costa and charter representatives address lottery procedures in detail starting in September and train the employees who

will be helping families through the application and enrollment process. Full accounts of the process, procedures, and updates are reported by the Registrar and Site Director to the Chief Strategy and Compliance Officer.

2. Applications will be accepted during a publicly advertised open enrollment period, which occurs from October to mid-February of each year for enrollment in the following school year. The Charter School holds at least one open house and an enrollment information session during the open enrollment period. Additionally, comprehensive information on how to apply and the steps in the application and enrollment cycle are available on the school's website and in the Charter School's front office.

3. Following the open enrollment period each year, applications shall be counted to determine whether any grade level has received more applications than availability. In the event that this happens, the Charter School will hold a public random lottery to determine admission for the impacted grade level(s), with the exception of existing students, who are guaranteed admission in the following school year.

4. Avela is the platform through which RCA conducts its lottery. The lottery will select names randomly through a computer-generated process starting with the lowest grade, taking into account admission preferences listed below, under "Admission Preferences." If there are more students in a preference category than there are spaces available, a random drawing will be held within that preference category until all available spaces are filled.

5. Open enrollment and lottery information is communicated through letters sent home, through Avela's phone, text, and email messages, and through the AMPS and RCA website. Families do not need to attend the school in-person on the day that the lottery is conducted in order to secure a spot.

6. All names will be drawn randomly to determine the students who are admitted and those who will be placed on the waitlist. The order of names drawn will determine the order of names on the waitlist.

7. At the conclusion of the lottery, students who were admitted will be notified by the Charter School Registrar, Administrative Assistant, and by Avela messages, phone, email, and/or mail within one week and asked to accept or decline the offer of admission usually within three weeks of notification date; this day is set by Enroll West Contra Costa (online, in person, by email, fax and any other means that would work for the family and school). All students who were not granted admission due to capacity shall also be contacted and told their number on the waitlist.

8. Once a parent/guardian accepts the offer of admission, the Charter School contacts them so that they can submit enrollment registration forms. The Charter

School's Registrar and Administrative Assistant will help any parents/guardians who need assistance in accepting the offer of admission and/or completing the registration forms. The Charter School will keep records of the lottery forms, procedures, accepted lists, and waitlists for a period of one year.

9. If a parent/guardian declines the offer of admission, that space will be offered to the next person on the waiting list, based on the order of names that was pulled from the lottery.

10. During the school year, if vacancies should arise, the Charter School will notify a parent/guardian based on the order of names that was pulled from the lottery on the waitlist to see if they would like to enroll their child. Typically, the Charter School makes separate calls on three different days as well as sending an email. If a parent/guardian does not respond after three days, they are removed from the waitlist and the next family is contacted.

Admission Preferences
Admission preferences shall be given to the following students in the following order:

1. Siblings of students admitted to or attending the Charter School

2. Students who are enrolled in the immediate prior grade level of another Amethod Public Schools charter school

3. Children of the Charter School's teachers and staff (not to exceed 10% of the Charter School's enrollment)

4. Students who are currently enrolled in or who reside in the elementary school attendance area of the local public elementary school where the Charter School is located (for purposes of the SB740 Charter School Facility Grant Program)

5. Residents of the District

6. All other students

The Charter School and the District agree to adhere to the requirements related to admission preferences as set forth in Education Code Section 47605(e)(2)(B)(i)-(iv).

Enrollment Process

Upon admission to the Charter School and acceptance of the offer of admission by the family, the family will be invited to complete the registration forms. Richmond Charter Academy utilizes PowerSchool, an online portal, for registration forms. Some of the forms that parents/guardians will be asked to complete are:

- Student Registration Form

- Home Language Survey
- Emergency Medical Information Form
- Technology Agreement Form
- Proof of minimum age requirements (e.g., birth certificate)
- Proof of Immunizations
- Residency Document (e.g., Utility Bill, Lease Agreement)
- Authorization for the school to request and receive student records from schools the student has attended or is currently attending[6]
- A copy of any existing Section 504 Plan or IEP for the student, if applicable

The Charter School's Registrar and Administrative Assistant will help any parents/guardians who need assistance in completing the registration forms. Each form is available in multiple languages. Forms are also available in paper format, as needed.

[6] In accordance with Education Code Section 47605(e)(4)(B), the Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the Charter School before enrollment.

ELEMENT 9: ANNUAL INDEPENDENT FINANCIAL AUDITS

"The manner in which annual, independent financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority." – Education Code Section 47605(c)(5)(I)

An annual independent financial audit of the books and records of the Charter School will be conducted as required by Education Code Sections 47605(c)(5)(I) and 47605(m). The books and records of the Charter School will be kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide.

The AMPS Board of Directors will select an independent auditor through a request for proposal format. The auditor will have, at a minimum, a CPA and educational institution audit experience and will be approved by the State Controller on its published list as an educational audit provider. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in the applicable Office of Management and Budget Circulars.

The annual audit shall be completed and forwarded to the District, the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year. The Chief Executive Officer, along with the audit committee, if any, will review any audit exceptions or deficiencies and report to the AMPS Board of Directors with recommendations on how to resolve them. The Board will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

The independent financial audit of the Charter School is a public record to be provided to the public upon request.

ELEMENT 10: STUDENT SUSPENSION AND EXPULSION PROCEDURES

"The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:

(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.

(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:

(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.

(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian, or, if the pupil is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social

worker initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).

A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information." – Education Code Section 47605(c)(5)(J)

A. General Principles

The Charter School shall provide due process for all students, including adequate and timely notice to parents/guardians and students of the grounds for all suspension, expulsion, and involuntary removal recommendations and decisions and their due process rights regarding suspensions, expulsions and involuntary removals.

RCA is committed to educating students in an environment of safety, discipline and high achievement for all students. As a result, RCA makes significant efforts to help students understand the rules of comportment at RCA: the self-discipline necessary for success in school and the community, and the way to interact with other students, staff and community members in a respectful and positive manner.

RCA develops and maintains a comprehensive set of student discipline policies. These policies are printed and distributed as part of the Family Handbook. This handbook clearly describes the school's expectations regarding attendance, mutual respect, work habits, safety, fighting, violence and substance use, and the policies regarding the grounds for suspension and expulsion. Each student and their parent or guardian is required to verify that they have reviewed and understand the policies prior to enrollment. AMPS Board, staff and school community reviews our comportment policy each year.

RCA has increased its use of restorative justice practices to replace suspensions. The aim is to help students identify and understand some of the motivations behind their choices. Restorative justice practices are aimed at addressing communication issues, personal injuries, and social emotional development. RCA mixes a combination of traditional discipline practices and increasing restorative justice practices.

B. School Climate and Student Discipline System

AMPS believes in fostering caring and authentic relationships among students and adults that support academic excellence, college readiness, lifelong learning,

adaptability and perseverance. We believe that all students are scholars who have unlimited potential. We honor the community, culture, and family background of our students.

At AMPS, we believe in fostering a supportive and inclusive school environment where all students feel valued and respected. Our discipline and behavior management strategies are designed to promote academic excellence, personal growth, and positive relationships.

We prioritize building strong, positive relationships between students and staff, as these relationships provide a foundation for understanding and support. Our approach emphasizes restorative justice, focusing on repairing harm, building community, and fostering accountability. We also use data to identify trends, assess the effectiveness of our interventions, and make data-informed decisions.

We believe that teacher-student relationships are at the core of student learning. Our teachers should feel ownership of their classroom. The following responses have been designed to maintain professional and caring teacher-student relationships, connect behavior to learning whenever possible, and use logical over punitive thinking.

Our Positive Behavior Interventions and Supports program is a proactive and school-wide approach that aims to define, teach and support appropriate student behavior. It emphasizes acknowledging and directly teaching appropriate behavior rather than punishing behavior. It also provides a continuum of supports for students who struggle to meet the school expectations.

At Richmond Charter Academy, PBIS is implemented as a schoolwide program so that students learn the same behavioral expectations. Research has shown that the benefits of PBIS include increased attendance, a more positive and calmer environment, and reduction in the number of behavioral disruptions. Components for our PBIS within RCA consist of:

- Clearly defined school wide behavioral expectations
- Explicit teaching on the expectations
- Acknowledge appropriate behaviors
- Data Collection
- Strong relationships with staff and peers
- Alternative to suspension through:
    - Personal Reflection
    - School and/or community service

- Mentoring
- Restorative conversations and circles

To address students' individual needs, we offer a Multi-Tiered System of Supports includes schoolwide interventions for all students, targeted interventions for students who require additional support, and intensive interventions for students with significant needs. We also use restorative circles to facilitate open dialogue, build relationships, and address conflicts in a constructive manner.

By implementing these strategies, we are creating a school where all students have the opportunity to thrive academically, socially, and emotionally. Our focus on building positive relationships, fostering a sense of belonging, and reducing behavioral incidents has created a more welcoming and supportive school environment.

MTSS offers the potential to create needed systemic change through intentional design and redesign of services and supports that quickly identify and match the needs of all students.

MTSS consists of three levels of support and the following sections are organized as such:

1. Tier 1: 80% of all students should have their needs met with Tier 1 support. Teachers and staff identify students struggling with social or academic success and implement a Tier 1 intervention with a focus on positive behavior interventions. Interventions are implemented with fidelity and provide quantitative data collected consistently. Students who are unsuccessful with Tier 1 support are referred to the COST.
    a. Teachers are expected to contact students and families regarding student success and struggles regularly.
    b. Rewarding positive behaviors
    c. Universal Design for Learning
    d. Using inclusive language
    e. Differentiated Instruction
2. Tier 2: approximately 15% of students are provided Tier 2 small group and supplemental support determined by COST. Depending on student needs interventions included:
    a. Check in, check out
    b. Conflict mediation

c. Teacher Office Hours

d. Trauma informed de-escalation

e. Re-teaching

f. Bullying prevention

3. Tier 3: approximately 5% of students may receive highly individualized support or referral to additional services.

    a. Crisis intervention

    b. Individual counseling

    c. Outside referrals

    d. Parent support

We are dedicated to using social and emotional learning to improve the health and well-being of all our scholars by working to create a positive school climate and culture. We foster social and emotional growth through adopting an intentional focus on the integration of SEL throughout our entire instructional program and beyond including dedicated mental health and counseling staff to work with ongoing mental and emotional needs.

At AMPS, we strive to provide culturally responsive and equitable practices in our communities of students, families, and teammates to cultivate the following lifelong skills for our students:

- Managing emotions and behaviors through resilience and adaptability
- Feeling and expressing empathy and compassion for others
- Making responsible decisions
- Setting and achieving positive goals
- Self-reflection

Additionally, Richmond Charter Academy employs a counseling team who works across different tiers of intervention, not only providing school-based services, but also connecting parents/guardians and students to outside resources to help lessen other concerns that may be impeding a student's ability to regulate behavior in school.

These strategies are designed to allow staff to manage student behavior before the behavior escalates to a potential suspension or expulsion.

C. Suspension and Expulsion Policy and Procedures

The Suspension and Expulsion Policy and Procedures have been established in order to promote learning and protect the safety and well-being of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code Section 48900 *et seq.* which describes the offenses for which students at non charter schools may be suspended or expelled and the procedures governing those suspensions and expulsions in order to establish its list of offenses and procedures for suspensions, expulsions and involuntary removal. The language that follows is largely consistent with the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions, expulsions, and involuntary removals, and, as necessary, modification of the lists of offenses for which students are subject to suspension, expulsion, or involuntary removal.

Consistent with this Policy, it may be necessary to suspend or expel a student from regular classroom instruction. This shall serve as the Charter School's policy and procedures for student suspension, expulsion, and involuntary removal, and it may be amended from time to time without the need to seek a material revision of the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary policies and procedures fairly and consistently among all students. This policy and its procedures will be printed and distributed annually as part of the Family Handbook which will clearly describe discipline expectations.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The Charter School administration shall ensure that students and their parents/guardians[7] are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this policy and its procedures are available upon request at the Site Director's office.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the IDEA or who is

[7] The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; an Indian child's tribal social worker and if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term "parent/guardian" shall include these parties.

qualified for services under Section 504 is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law requires additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the applicable provisions of the Education Code, when imposing any form of discipline on a student identified as an individual with disabilities, for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian, and shall inform the student, and the student's parent/guardian, of the basis for which the student is being involuntarily removed and the student's parent/guardian's right to request a hearing to challenge the involuntary removal. If a student's parent/ guardian requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions before the effective date of the action to involuntarily remove the student. If the student's parent/ guardian requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below. Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student's independent study Master Agreement pursuant to Education Code Section 51747(c)(4).

D. Procedures

Grounds for Suspension and Expulsion of Students
A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to:

a) while on school grounds;

b) while going to or coming from school;

c) during the lunch period, whether on or off the school campus; or

d) during, going to, or coming from a school-sponsored activity.

E. Enumerated Offenses

1. Discretionary Suspension Offenses: Students may be suspended when it is

determined the student:

a) Caused, attempted to cause, or threatened to cause physical injury to another person.

b) Willfully used force or violence upon the person of another, except self-defense.

c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.

d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

e) Committed or attempted to commit robbery or extortion.

f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.

g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.

h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.

i) Committed an obscene act or engaged in habitual profanity or vulgarity.

j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.

k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.

l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for

being a witness.

n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

o) Engaged in, or attempted to engage in, hazing. For the purposes of this policy, "hazing" means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, "hazing" does not include athletic events or school-sanctioned events.

p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 6 to 8, inclusive.

r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This provision shall apply to students in any of grades 6 to 8, inclusive.

s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of

grades 6 to 8, inclusive.

t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

(1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

i) Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.

ii) Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.

iii) Causing a reasonable student to experience substantial interference with their academic performance.

iv) Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

(2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

i) A message, text, sound, video, or image.

ii) A post on a social network Internet Web site including, but not limited to:

a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.

b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in

subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.

c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.

iii) An act of cyber sexual bullying.

a) For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

b) For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

(3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

u) A student who aids or abets, as defined in Penal Code Section 31, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision 3(a)-(b).

v) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the

item from a certificated school employee, with the Site Director or designee's concurrence.

2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion when it is determined the student:

   a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Site Director or designee's concurrence.

   b) Brandished a knife at another person.

   c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.

   d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4

3. Discretionary Expellable Offenses: Students may be recommended for expulsion when it is determined the student:

   a) Caused, attempted to cause, or threatened to cause physical injury to another person.

   b) Willfully used force or violence upon the person of another, except self-defense.

   c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.

   d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

   e) Committed or attempted to commit robbery or extortion.

   f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.

   g) Stole or attempted to steal school property or private property, which includes but is not limited to electronic files and databases.

h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.

i) Committed an obscene act or engaged in habitual profanity or vulgarity.

j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.

k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.

l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.

n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

o) Engaged in, or attempted to engage in, hazing. For the purposes of this policy, "hazing" means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, "hazing" does not include athletic events or school-sanctioned events.

p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school

property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 6 to 8, inclusive.

r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 6 to 8, inclusive.

s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 6 to 8, inclusive.

t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

(1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

i) Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.

ii) Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.

iii) Causing a reasonable student to experience substantial interference with their academic performance.

iv) Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

(2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

i) A message, text, sound, video, or image.

ii) A post on a social network Internet Web site including, but not limited to:

a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.

b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.

c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.

iii) An act of cyber sexual bullying.

a) For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

b) For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

(3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

u) A student who aids or abets, as defined in Penal Code Section 31, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).

v) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Site Director's or designee's concurrence.

4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion when it is determined pursuant to the procedures below that the student:

a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Site Director or designee's concurrence.

b) Brandished a knife at another person.

c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.

d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289, or former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4.

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or destructive device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the

student shall be provided due process rights of notice and a hearing as required in this policy.

The Charter School will use the following definitions:

- The term "knife" means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.

- The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

- The term "destructive device" means any explosive, incendiary, or poison gas, including but not limited to: (A) bomb; (B) grenade; (C) rocket having a propellant charge of more than four ounces; (D) missile having an explosive or incendiary charge of more than one-quarter ounce; (E) mine; or (F) device similar to any of the devices described in the preceding clauses.

F. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

   Suspension shall be preceded, if possible, by a conference conducted by the Site Director or designee with the student and the student's parent/guardian and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Site Director or designee.

   The conference may be omitted if the Site Director or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

   At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against the student and shall be given the opportunity to present their version and evidence in their defense, in accordance with Education Code Section 47605(c)(5)(J)(i). This conference shall be held within two (2) school days, unless the student waives this right

or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. The conference shall be held as soon as the student is physically able to return to school for the conference. Penalties shall not be imposed on a student for failure of the student's parent/guardian to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent/guardian at the conference.

2. Notice to Parents/Guardians

   At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian in person, by email, or by telephone. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense(s) committed by the student as well as the date the student may return to school following the suspension. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

   Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Site Director or designee, the student and the student's parent/guardian will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the student and the student's parent/guardian, unless the student and the student's parent/guardian fail to attend the conference.

   This determination will be made by the Site Director or designee upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing.

4. Homework Assignments During Suspension

   In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that

the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

G. Expulsion Process

As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the neutral and impartial Charter School Board of Directors following a hearing before it or by the Charter School Board of Directors upon the recommendation of a neutral and impartial Administrative Panel, to be assigned by the Board of Directors as needed. The Administrative Panel shall consist of at least three (3) members who are certificated and neither a teacher of the student nor a member of the Board of Directors. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled.

The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Site Director or designee determines that the student has committed an expellable offense and recommends the student for expulsion.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under the Family Educational Rights and Privacy Act "FERPA") unless the student makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon

mailing the notice, it shall be deemed served upon the student. The notice shall include:

1. The date and place of the expulsion hearing.

2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based.

3. A copy of the Charter School's disciplinary rules which relate to the alleged violation.

4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment.

5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor.

6. The right to inspect and obtain copies of all documents to be used at the hearing.

7. The opportunity to confront and question all witnesses who testify at the hearing.

8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

H. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The Administrative Panel may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their right to (a) receive five (5) days' notice of their scheduled testimony; (b) have up to two (2) adult support persons of their choosing present in the hearing at the time the complaining witness testifies, which may include a parent/guardian or legal counsel; and (c) elect to have the hearing closed while testifying.

2. The Charter School must also provide the victim with a room separate from the

hearing room for the complaining witness' use prior to and during breaks in testimony.

3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.

4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.

5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours the complaining witness is normally in school, if there is no good cause to take the testimony during other hours.

6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany the complaining witness to the witness stand.

7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising their discretion to remove a person from the hearing whom they believe is prompting, swaying, or influencing the witness.

8. The testimony of the support person shall be presented before the testimony of the complaining witness, and the complaining witness shall be excluded from the courtroom during that testimony.

9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have their testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another

place communicated to the hearing room by means of closed-circuit television.

10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

Record of Hearing. A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

Presentation of Evidence. While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have their testimony heard in a session closed to the public.

Expulsion Decision. The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board of Directors, which will make a final determination regarding the expulsion. The Board of Directors shall make the final determination regarding the expulsion within ten (10) school days following the conclusion of the hearing. The decision of the Board of Directors is final.

If the Administrative Panel decides not to recommend expulsion, or the Board of Directors ultimately decides not to expel, the student shall immediately be returned to their previous educational program.

Written Notice to Expel. The Site Director or designee, following a decision of the Board of Directors to expel, shall send written notice of the decision to expel, including the Board of Directors' adopted findings of fact, to the student and student's parent/guardian. This notice shall also include the following: (a) notice of the specific offense committed by the student; and (b) notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The Site Director or designee shall send a copy of the written notice of the decision to expel to the chartering authority. This notice shall include the following: (a) the student's name; and (b) the specific expellable offense committed by the student.

Disciplinary Records. The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the chartering authority upon request.

No Right to Appeal. The student shall have no right of appeal from expulsion from the Charter School as the Charter School Board of Directors' decision to expel shall be final.

Expelled Students/Alternative Education. Students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

Rehabilitation Plans. Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board of Directors at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the student may reapply to the Charter School for readmission.

Readmission or Admission of Previously Expelled Student. The decision to readmit a student after the end of the student's expulsion term or to admit a previously expelled student from another school district or charter school who has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in the sole discretion of the Board of Directors following a meeting with the Site Director or designee and the student and student's parent/guardian to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Site Director or designee shall make a recommendation to the Board of Directors following the meeting regarding the Site Director's or designee's determination. The Board shall then make a final decision regarding readmission or admission of the student during the closed session of a

public meeting, reporting any action taken during closed session consistent with the requirements of the Brown Act. The student's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission or admission to the Charter School.

Notice to Teachers. The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

Notification of the School District of Residence. Upon expelling any student, the Charter School shall notify the student's school district of residence immediately or as soon as practicable. Such notice shall include:

1. Completed expulsion documentation as required from the school district;

2. Documentation of the expulsion proceeding, including statement of specific facts supporting the expulsion and documentation that the Charter School's policies and procedures were followed;

3. Copy of parental notice of expulsion hearing;

4. Copy of expulsion notice provided to parent/guardian stating reason for expulsion, term of expulsion, rehabilitation plan, reinstatement notice with eligibility date and instructions for providing proof of student's compliance for reinstatement, appeal process, and options for enrollment.

5. If the student is eligible for special education, documentation related to expulsion in compliance with IDEA.

   If the student is eligible for Section 504 accommodations, documentation that the Charter School conducted a manifestation determination meeting to address two questions:

   a) Was the misconduct caused by, or directly and substantially related to the student's disability?

   b) Was the misconduct a direct result of the Charter School's failure to implement Section 504 Plan?

This notice will be sent to the student's district of residence. If the student is a resident of a school district other than the District, the Charter School must notify the Superintendent of the student's district of residence within 30 days of the expulsion. Additionally, upon request of the receiving school district, the Charter School shall forward student records no later than 10 school days from the date of the request as stated in Education Code Section 49068(b).

Outcome Data. The Charter School shall gather and maintain all data related to placement, tracking, and monitoring of student suspensions, expulsions, and reinstatements, and make such outcome data readily available to the County upon request.

I. Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities

1. Notification of SELPA

   The Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student that the Charter School or the SELPA would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

   Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/Section 504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

   Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent/guardian, and relevant members of the IEP/Section 504 Team shall review all relevant information in the student's file, including the child's IEP/Section 504 Plan, any teacher observations, and any relevant information provided by the parent/guardian to determine:

   a) If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or

   b) If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/Section 504 Plan.

If the Charter School, the parent/guardian, and relevant members of the IEP/Section 504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent/guardian, and relevant members of the IEP/Section 504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/Section 504 Team shall:

a) Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;

b) If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and

c) Return the child to the placement from which the child was removed, unless the parent/guardian and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent/guardian, and relevant members of the IEP/Section 504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/Section 504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the Section 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent/guardian or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent/guardian and the Charter School agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than forty-five (45) school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

5. Special Circumstances

   Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

   The Site Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

   a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;

   b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or

   c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

   The student's interim alternative educational setting shall be determined by the student's IEP/Section 504 Team.

Procedures for Students Not Yet Eligible for Special Education Services. A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred. The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.

b. The parent/guardian has requested an evaluation of the child.

c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents/guardians; however, the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent/guardian has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

Attached, as Appendix N, please find the AMPS Family Handbook.

ELEMENT 11: EMPLOYEE RETIREMENT SYSTEMS

"The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security." – Education. Code Section 47605(c)(5)(K)

Benefits

Mandatory benefits, such as workers compensation, unemployment insurance, Medicare, and federal social security will be provided by Amethod Public Schools. Health, dental, vision, and related benefits will also be provided to all full-time employees at the cost of the Charter School. Amethod Public Schools will purchase health, dental, and vision insurance for employees.

Additionally, Amethod Public Schools provides employees' access to a Flexible Spending Account ("FSA"), Dependent Care Account, Childcare benefits, and Commuter benefits on a tax-free basis.

Retirement

AMPS believes in investing in and retaining staff and as such has an established 401(k) retirement program with a matching commitment and vesting schedule for every participating employee.

All Amethod Public School employees are covered by Federal Social Security. The Payroll and Human Resources departments at AMPS shall be responsible for ensuring that appropriate arrangements for retirement coverage are made for all employees.

ELEMENT 12: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

"The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools." – Education Code Section 47605(c)(5)(L)

Richmond Charter Academy is a school of choice. No student is required to attend the Charter School. Students who reside within the District who choose not to attend RCA may attend school within the District according to District policy or at another school district or school within the District through the District's intra- and inter-district transfer policies. Parents and guardians of each student enrolled in RCA will be informed on admission forms that students have no right to admission in a particular school of the District as a consequence of enrollment in RCA, except to the extent that such a right is extended by the District.

ELEMENT 13: RETURN RIGHTS OF EMPLOYEES

"The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school." – Education Code Section 47605(c)(5)(M)

No employee of a public school district employee shall be required to work at AMPS, and assigned to RCA. Employees of the District who choose to leave the employment of the District to work for AMPS will have no automatic rights of return to the District after employment by AMPS unless specifically granted by the District through a leave of absence or other agreement. AMPS' employees shall have any right upon leaving the District to work for AMPS that the District may specify (to include whether employees will continue to earn service credit in the District), any rights of return to employment in a school district after employment by AMPS that the District may specify, and any other rights upon leaving employment to work for AMPS that the District determines to be reasonable and not in conflict with any law.

All employees of the Charter School will be considered the exclusive employees of the Charter School and not of the District, unless otherwise mutually agreed in writing. The Charter School employees will not be members of or represented by any collective bargaining agreements of the District. The Charter School employees are not required to engage in collective bargaining, but they have the right afforded to them via the procedures established by the Public Employment Relations Board ("PERB"). Further, employees who leave the District to work at the Charter School will not continue to earn service credit (tenure) in the District while working at the Charter School.

Sick or vacation leave or years of service credit at the District or any other school district will not be transferred to AMPS. Employment by AMPS provides no rights of employment at any other entity, including any rights in the case of closure of RCA.

ELEMENT 14: DISPUTE RESOLUTION

"The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter." – Education Code Section 47605(c)(5)(N)

Intent
The intent of this dispute resolution process is to (1) resolve disputes within the school pursuant to the school's policies, (2) minimize the oversight burden on District, (3) ensure a fair and timely resolution of disputes, and (4) frame a charter oversight and renewal process and timeline so as to avoid disputes regarding oversight and renewal matters.

Public Comments
The staff and Board of Directors of AMPS and the District agree to attempt to resolve all disputes regarding this Charter pursuant to the terms of this section.

Disputes Arising from Within the Charter School
Disputes arising from within the Charter School, including all disputes among and between RCA students, staff, parents/guardians, volunteers, advisors, and partner organizations and AMPS Board of Directors of the school, shall be resolved by RCA and the Board of Directors pursuant to policies and procedures developed by the AMPS Board of Directors. AMPS shall also maintain a Uniform Complaint Policy and Procedures ("UCP") as required by state law. A copy of the Charter School's general complaint policy, UCP, and internal dispute resolution process will be provided to parents/guardians and students in Family Handbook and to board members, staff, and volunteers in the Employee Handbook. A description of the UCP is posted on the Charter School's website for the community.

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The District shall not intervene in any such internal disputes without the consent of the AMPS Board of Directors and shall promptly refer any complaints or reports regarding such disputes to the president of the Board of Directors and/or the Superintendent for resolution pursuant to AMPS' policies. The District agrees not to intervene or become involved in the dispute unless the dispute has given the District reasonable cause to believe that a violation of this charter or related laws or agreements has occurred, or unless the AMPS Board of Directors has requested the District to intervene in the dispute.

Disputes Between the Charter School and the District
AMPS and the District will be encouraged to attempt to resolve any disputes amicably and reasonably without resorting to formal procedures. In the event that AMPS and the District have disputes regarding the terms of this charter or any other issue regarding RCA, both parties agree to follow the process outlined below.

In the event of a dispute between AMPS and the District, the staff and Board of Directors of AMPS and District agree to first frame the issue in written format ("dispute statement") and refer the issue to the District Superintendent and the AMPS Superintendent, or their respective designees. In the event that the District Board of Education believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, AMPS requests that this shall be noted in the written dispute statement, although it recognizes it cannot legally bind the District to do so. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or act as a pre-requisite to District's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

The District Superintendent and the AMPS Chief Executive Officer, or their respective designees, shall informally meet and confer in a timely fashion to attempt to resolve the dispute, not later than five (5) business days from the receipt of the dispute statement. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two board members from their respective boards who shall jointly meet with the District Superintendent and the AMPS Chief Executive Officer, or their respective designees, and attempt to resolve the dispute within fifteen (15) business days from receipt of the dispute statement.

If this joint meeting fails to resolve the dispute, the District Superintendent and the AMPS Chief Executive Officer, or their respective designees, shall meet to jointly identify a neutral, third party mediator to engage the parties in a mediation session designed to facilitate resolution of the dispute. The format of the mediation session shall be developed jointly by the District Superintendent and the AMPS Chief Executive Officer, or their respective designees. Mediation shall be held within sixty (60) business days of receipt of the dispute statement. The costs of the mediator shall be split equally between District and AMPS. The District and AMPS shall incorporate informal rules of evidence and procedure unless both parties agree otherwise. The findings or recommendations of the mediator shall be non-binding, unless the boards of the District and AMPS jointly agree to bind themselves. If mediation does not resolve the dispute either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of the District and AMPS. In addition, the dispute is not required to be referred to mediation in those cases where the District determines the violation constitutes a severe and imminent threat to the health and safety of the Charter School's pupils.

Oversight, Reporting, Revocation, and Renewal

Pursuant to Education Code Section 47607(a)(5), the District may inspect or observe any part of the Charter School at any time. AMPS agrees to respond promptly to all reasonable inquiries, including inquiries regarding its financial records.

ELEMENT 15: CLOSURE PROCEDURES

"The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records." – Education Code Section 47605(c)(5)(O)

Closure Action and Notifications

Closure of the Charter School will be documented by official action of the AMPS Board of Directors. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

AMPS shall promptly notify parents/guardians and students of RCA, the Los Angeles County Office of Education, RCA's SELPA, the retirement systems in which RCA's employees participate (e.g., federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements if applicable. This notice will be provided promptly following the Board's decision to close RCA.

AMPS shall ensure that the notification to the parents/guardians and students of the Charter School of the closure provides information to assist parents/guardians and students in locating suitable alternative programs. AMPS will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which they will provide to the entity responsible for closure-related activities.

Student and School Records Retention and Transfer

As applicable, RCA shall provide parents/guardians, students and District with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act. AMPS will ask District to store original records of the Charter School's students. All RCA student records shall be transferred to District upon closure. If District will not or cannot store the records, AMPS shall work with District to determine a suitable alternative location for storage. All State assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

Financial Close-Out
As soon as reasonably practical, AMPS will prepare final financial records. AMPS shall commission an independent audit of RCA finances to be completed within six (6) months after closure. AMPS will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by AMPS and will be provided to District promptly upon its completion. This may coincide with the regular required annual audit of the school. The purpose of the audit is to determine the net assets or net liabilities of the Charter School. The assessment would include an accounting of all financial assets, including cash and accounts receivable, an inventory of property, equipment, and other items of material value, an accounting of liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to the Charter School.

The Charter School will complete and file any annual reports required pursuant to Education Code section 47604.33.

Dissolution of Assets
Upon completion of the closeout audit, AMPS shall make payment of all remaining liabilities, if any. Any unrestricted assets of RCA shall be liquidated to pay off any outstanding liabilities.

On closure of RCA, all assets of RCA, including but not limited to all leaseholds, personal property, intellectual property and all average daily attendance apportionment and other revenues generated by students attending RCA, remain the sole property of the nonprofit public benefit corporation and, upon the dissolution of the nonprofit public benefit corporation, shall be distributed in accordance with the laws and regulations in force that govern the dissolution of non-profit public benefit corporations. AMPS will comply with all portions of Education Code Section 47605(c)(5)(O), including the requirement that there shall be "a final audit of the school to determine the disposition of all assets and liabilities of the Charter School, including plans for disposing of any net assets and for the maintenance and transfer of pupil records." Any assets acquired from the District or District property will be promptly returned upon RCA's closure to the District, as appropriate. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

AMPS shall remain solely responsible for all liabilities arising from the operation of RCA. Accordingly, AMPS will utilize the reserve funds to undertake any expenses associated with the closure procedures identified above.

As RCA is operated by a non-profit public benefit corporation, should the corporation dissolve with the closure of RCA, the AMPS Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

MISCELLANEOUS CHARTER PROVISIONS

Budget and Financial Reporting

"The petitioner or petitioners also shall be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation. - Education Code Section 47605(h).

Budget and Financial Plan
Included with this submission is the proposed 2025-26 budget with cash flow, financial projections, and narrative description of the planning assumptions that were used in developing the budget and financial projections for the proposed charter renewal term. AMPS has worked diligently to improve the financial and operational progress of the charter schools.

Attached, as Appendix O, please find the AMPS Fiscal Policies and Procedures.

Budget and Financial Reporting Schedule
RCA shall provide reports to the County Superintendent of Schools as follows in accordance with Education Code Section 47604.33, and shall provide additional fiscal reports as requested by the County:
By July 1, a preliminary budget for the current fiscal year.

By July 1, an LCAP and an annual update to the LCAP required pursuant to Education Code Section 47606.5.

By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of EPAFLC's annual, independent financial audit report for the preceding fiscal year shall be delivered to the District, State Controller, California Department of Education, and the Solano County Superintendent of Schools.

By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.

September 15, a final unaudited report for the full prior year. The report submitted to the District shall include an annual statement of all receipts and expenditures for the preceding fiscal year.

AMPS shall provide reporting to the District as required by law and as requested by the District including but not limited to the following California Basic Educational Data System ("CBEDS"), actual Average Daily Attendance reports, all financial reports required by Education Code Sections 47604.33 and 47605(m), the school accountability report card ("SARC"), and the LCAP.

RCA agrees to and submits to the right of the District to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607.

Pursuant to Education Code Section 47604.3, RCA shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records from District. AMPS shall comply with Education Code Section 476304.4 related to the County Superintendent's authority to monitor and investigate charter schools.

Attendance Accounting
The Charter School will implement an attendance recording and accounting system to ensure contemporaneous record keeping, which complies with state law.

Administrative Services

"The manner in which administrative services of the charter school are to be provided." - Education Code Section 47605(h).

The Chief Executive Officer will assume the lead role and responsibility for administering the Charter School under the policies adopted by the Board and securing any administrative services that AMPS finds advantageous to outsource to third parties.

AMPS will outsource some of these functions to an appropriately, qualified third-party contractor, such as Charter Impact, who specializes in implementing school business practices and has the expertise to carry out these administrative functions. The Chief Executive Officer oversees the work of the business services company, which handles all back-office business functions, including accounts payable/receivable, general accounting, payroll, and insurance and benefits administration. The company works with the Charter School to ensure that all reporting is submitted accurately and in a timely way, including all government financial reporting, attendance reporting, and payroll/benefits reporting. The company also assists AMPS staff and Board on business issues that arise during the year, financial modeling of programs, and others. The company helps the Chief Executive Officer and the Board create and monitor the annual budget and provides monthly financials, cash flow projections and analyses. Charter Impact has worked with the Board and staff to establish appropriate fiscal controls, consistent with industry practice, such as distributed responsibilities related to invoice and check signing approvals and careful cash management policies. AMPS and Charter Impact shall provide timely submissions of calendared items by respective due dates and requests for information.

The cost of these services are shared by RCA and the other LEAs that AMPS operates via a cost sharing mechanism that is approved by the AMPS' Board on an annual basis. Such costs will be reviewed by the Board annually to determine whether the costs are comparable to that which is typical at other charter school operators and reasonable

relative to the cost that the Charter School would otherwise incur to secure similar services elsewhere.

At any time, the Charter School may discuss the possibility of purchasing administrative services from the District or County. If the District or County is available and willing to provide such services, the specific terms and cost for these services will be the subject to a Memorandum of Understanding between the Charter School and the District or the County, or other mutually agreeable contract.

Facilities

"The facilities to be used by the charter school. The description of the facilities to be used by the charter school shall specify where the charter school intends to locate." - Education Code Section 47605(h).

Richmond Charter Academy's current facility is located at 1450 Marina Way S, Richmond, CA, 94804. The facility leased by the Charter School is the size and suitability to support a student enrollment of 330 students and the staff. Any school facilities leased by AMPS shall comply with federal, state, and local building and zoning regulations as applicable to Charter Schools.

Nothing in this Section shall be interpreted to be a waiver of the Charter School's right to request facilities pursuant to Education Code Section 47614 ("Prop 39"). At this time, there is no intent to request facilities from the District.

Attached, as Appendix P, please find the Lease for 1450 Marina Way.

Potential Civil Liability Effects

"Potential civil liability effects, if any, upon the charter school and upon the school district." - Education Code Section 47605(h).

RCA is operated by a California non-profit public benefit corporation, Amethod Public Schools. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(d), an authority that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the Charter School or for claims arising from the performance of acts, errors or omissions by the Charter School if the authority has complied with all oversight responsibilities required by law. AMPS shall work diligently to assist District in meeting any and all oversight obligations under the law, including any meetings, reporting, or other District-requested protocol to ensure District shall not be liable for the operation of RCA.

Further, AMPS and District may enter into a memorandum of understanding, wherein the Charter School shall indemnify District for the actions of AMPS under this charter.

Insurance
AMPS shall acquire and finance general liability, workers' compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance. Coverage amounts shall be determined by recommendation of AMPS's insurance company, and shall be consistent with that typically carried by schools of similar size, location, and student population. The District Board of Education, the District, its officers and employees shall be named an additional insured on the general liability insurance that AMPS maintains for the operation of RCA. AMPS will provide evidence of the above insurance coverage to the District. The District shall be notified in writing 10 days prior to cancellation of insurance.

District Oversight
Pursuant to California law, the District will be required to provide oversight and performance monitoring services, including monitoring school and student performance data, reviewing the Charter School's audit reports, performing annual site visits, engaging in any necessary dispute resolution processes, and considering charter amendment and renewal requests. In accordance with Education Code Section 47613(a), the District may charge for the actual costs of supervisorial oversight of EPAFLC not to exceed one percent (1%) of the revenue of EPAFLC. Pursuant to Education Code Section 47613(f), "revenue of the charter school" is defined as the amount received in the current fiscal year from the local control funding formula calculated pursuant to Education Code Section 42238.02, as implemented by Education Code Section 42238.03.

Indemnification
The corporate bylaws of AMPS shall provide for indemnification of AMPS's Board, officers, agents, and employees, and AMPS will maintain general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

Risk Management
The AMPS Board shall institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

Other

Revisions
Material revisions of the provisions contained in this Charter may be made in writing with the mutual consent of the District and the AMPS Board of Directors. Material revisions shall be made pursuant to the standards, criteria and timelines in Education

Code Section 47605; provided, however, that RCA shall not be required to obtain petition signatures prior to making material revisions to the charter petition.

Severability
The terms of this Charter are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the charter shall remain in effect, unless mutually agreed otherwise by the respective boards of AMPS and District. The District and AMPS agree to meet to discuss and resolve any issues or differences relating to invalidated provisions in a timely and proactive fashion.

Communication
All official communication between AMPS and the District will be sent via first class mail or other appropriate means to the Charter School Chief Executive Officer and the District Superintendent.

Term
The term of this Renewal Charter shall be July 1, 2025 through June 30, 2030.

Conclusion
RCA's charter renewal petition merits renewal under the applicable legal standards under the Charter Schools Act, and as a middle tier school under the standards articulated in Education Code Section 47607.2(b), the chartering authority should approve the renewal of RCA's charter for a period of five years.

By approving this charter renewal petition, the District will be fulfilling the intent of the Charter Schools Act to improve pupil learning; create continued professional opportunities for teachers; and provide parents/guardians and pupils with expanded choices in education and following the directive of law to encourage the creation of charter schools. By approving this charter renewal petition, the District will be considering RCA's schoolwide and student subgroup performance on the state and local indicators on the California School Dashboard including academic achievement in ELA, academic achievement in math, and EL progress. In regard to the community impact, RCA is a well-established Charter School that has been serving students in Richmond since 2012 so it will not substantially undermine existing District services, academic or program offerings. The Petitioner looks forward to RCA's continued autonomous operation, pursuant to rigorous standards of accountability, while also working cooperatively with the District. To this end, RCA pledges to work collaboratively with the District to address any concerns regarding this document, or any aspect of AMPS's program, in furtherance of its petition to renewal of RCA's charter for another five-year term, from July 1, 2025 through and including June 30, 2030.

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October 11, 2024

Sylvia Flores
Interim CEO
Amethod Public Schools
2101 Livingston Street
Oakland, CA 94606

Sent via Email

Re: Amethod Public Schools

To whom it may concern,

Amethod Public Schools, which includes Downtown Charter Academy, John Henry High, Oakland Charter Academy, Oakland Charter High, Richmond Charter Academy, and Richmond Charter Elementary-Benito Juarez, has been a member of the El Dorado County Charter SELPA since July 2015. Amethod Public Schools is an organizational member in good standing and has demonstrated the commitment and capacity to function as LEAs for special education services.

Please contact me if you have any questions.

Sincerely,



Ginese Quann
Executive Director

GQ:af

cc: Mary Busby, Interim Chief Academic Officer, Amethod Public Schools

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LCFF Budget Overview for Parents Template

Local Educational Agency (LEA) Name: Richmond Charter Academy

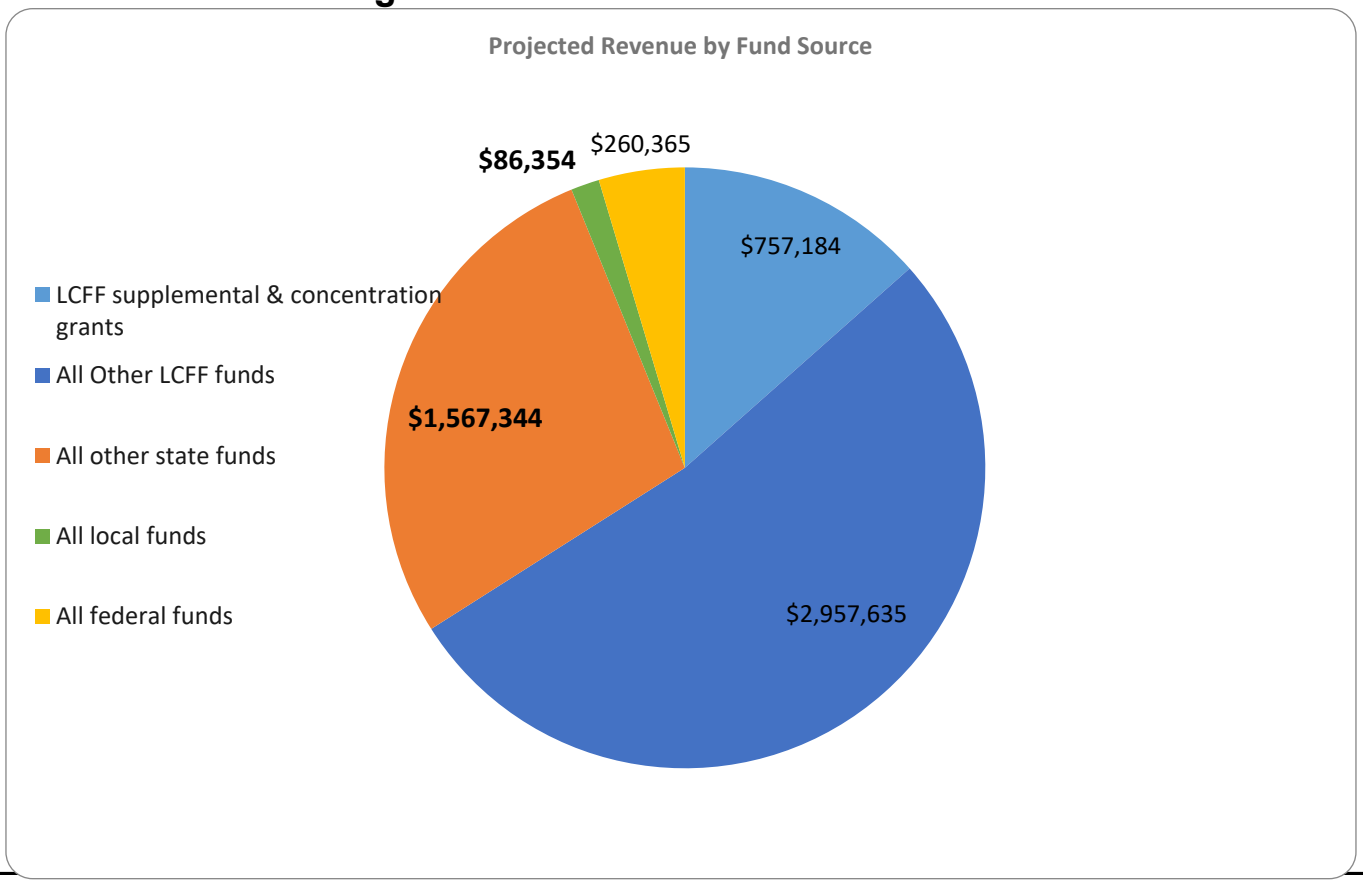
CDS Code: 07-61796-0126805

School Year: 2024-2025

LEA contact information: Michelle Coleman, mcoleman@amethodschools.org

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

Budget Overview for the 2024-2025 School Year

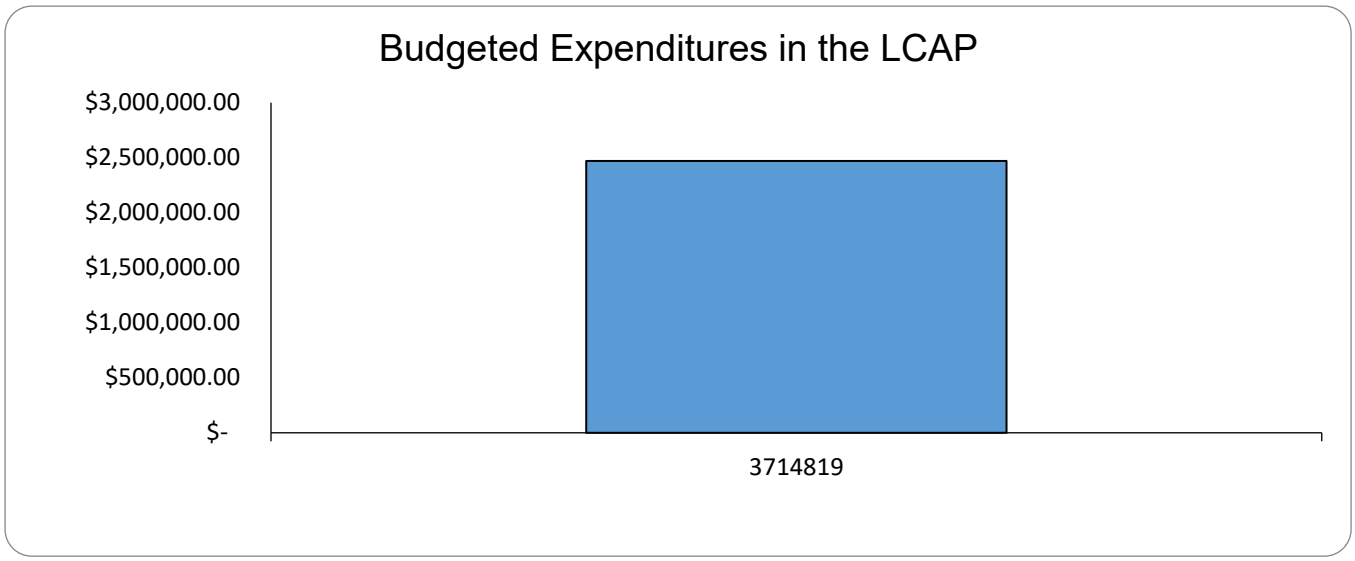


This chart shows the total general purpose revenue Richmond Charter Academy expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Richmond Charter Academy is $5,628,882.00, of which $3,714,819.00 is Local Control Funding Formula (LCFF), $1,567,344.00 is other state funds, $86,354.00 is local funds, and $260,365.00 is federal funds. Of the $3,714,819.00 in LCFF Funds, $757,184.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

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



This chart provides a quick summary of how much Richmond Charter Academy plans to spend for 2024-2025. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Richmond Charter Academy plans to spend $3,714,819.00 for the 2024-2025 school year. Of that amount, $2,470,379.21 is tied to actions/services in the LCAP and $1,244,439.79 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

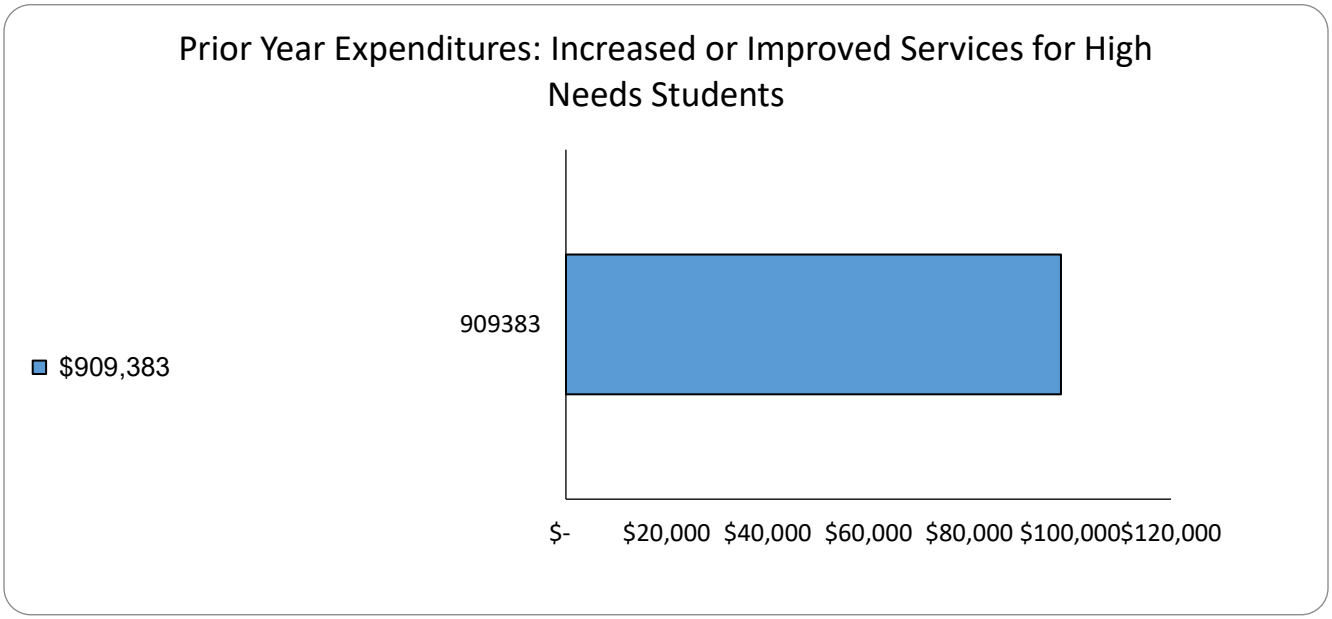
Some of the General Fund Budget Expenditures for next year that are not described in the LCAP include: rent for facilities, vendors and staff that are not directly tied to actions in the LCAP, expenditures put towards the school's 5% reserves, and the fund balance.

Increased or Improved Services for High Needs Students in the LCAP for the 2024-2025 School Year

In 2024-2025, Richmond Charter Academy is projecting it will receive $757,184.00 based on the enrollment of foster youth, English learner, and low-income students. Richmond Charter Academy must describe how it intends to increase or improve services for high needs students in the LCAP. Richmond Charter Academy plans to spend $1,123,790.00 towards meeting this requirement, as described in the LCAP.

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Update on Increased or Improved Services for High Needs Students in 2023-2024



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

The text description of the above chart is as follows: In 2023-2024, Richmond Charter Academy's LCAP budgeted $98,170.00 for planned actions to increase or improve services for high needs students. Richmond Charter Academy actually spent $909,383.00 for actions to increase or improve services for high needs students in 2023-2024.

2023–24 Local Control and Accountability Plan Annual Update

The instructions for completing the 2023–24 Local Control and Accountability Plan (LCAP) Annual Update follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Richmond Charter Academy	Michelle Coleman, Site Director	mcoleman@amethodschools.org, (510)374-8064

Goals and Actions

Goal 1

Goal 1	Description
1	**College and Career Readiness for All: Provide an academically rigorous, Common Core-aligned college preparatory program with academic support and interventions for students' academic development.**

Measuring and Reporting Results

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Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Teacher retention rate (Teachers)	10%	18%	62.50%	54%	50%
Maintain appropriately assigned instructional staff (Para's)	100%	100%	100%	Data coming 2024	100%
Ensure Standards- aligned curriculum for all students for all core subjects	Level 1 AMPS rubric	*Data not tracked after 2019-2020 school year*	*Data not tracked after 2019-2020 school year*	*Data not tracked after 2019-2020 school year*	Increase 1 level on district rubric
Math SBAC % proficient (clarified measurement criteria)	2018-2019 28% proficient	2021-2022 22.85% proficient	2022-2023 9.09% proficient	Data coming 2024	40% or above the state average, whichever is higher
ELA SBAC % proficient (clarified measurement criteria)	2018-2019 41% proficient	2021-2022 13.06% proficient	2022-2023 19.12% proficient	Data coming 2024	51% proficient or above the state
% meeting or exceeding 2020 grade level national norm in Reading as measured by the NWEA	2020-2021 24% of students meet or exceed national reading norms on NWEA	2021-2022 25% of students meet or exceed national reading norms on NWEA (based on winter assessment data)	2022-2023 29% of students meet or exceed national reading norms on NWEA (based on Spring assessment data)	Data coming 2024	54%
% meeting or exceeding grade level national norm in Math as measured by the NWEA	2020-2021 10% of students meet or exceed national math norms on NWEA	2020-2021 22% of students meet or exceed national math norms on NWEA (based on winter assessment data)	2022-2023 19% of students meet or exceed national reading norms on NWEA (based on Spring assessment data)	Data coming 2024	50%
EL Progress % of students moving up at least one level as measured by ELPAC	2020-2021 55.2% of ELs moved up at least one level or maintained a 4	2021-2022 51.7% of ELs moved up at least one level or maintained a 4	2022-2023 42.5% of ELs moved up at least one level or maintained a 4	Data coming 2024	EL - 75%
RFEP Rate as a percentage	2020-2021 16.3% Reclassification rate	2021-2022 18% Reclassification rate	2022-2023 3% Reclassification rate	Data coming 2024	30%

Participation rate of teachers and[8] paraprofessionals in professional development workshops, teaching domain walkthroughs, and Professional Growth Plans (PGPs)	2020-2021 80% participation rate	2021-2022 85% participation rate	2022-2023 85% participation rate	Data coming 2024	100%
Teachers and paraprofessionals reporting having access to meaningful professional development as measured by Youth Truth (update to reference a specific data point)	2020-2021 78% of teachers and paras report having access to meaningful professional development	2021-2022 53% of teachers and paras report having access to meaningful professional development	*Data not available for this year.*	Data coming 2024	90%

Goal 1 Analysis

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

A description of any substantive differences in planned actions and actual implementation of these actions.

Most of the planned actions were implemented as planned, including Actions 1.4-1.7. There were minor differences in planned versus actual actions for 1.1-1.3, including increasing the frequency of coaching, observations, and feedback sessions for Action 1.1, and no longer utilizing the AMPS Career Path process. We also have increased efforts for Action 1.2 to ensure teacher and staff retention. We now provide weekly academic clinics for every teacher, a Culture Club to provide extra support for teachers with classroom management specifically, and every Friday we host professional development, which is a combination academics, culture, and responsive teaching practices. We work with substitution teaching agencies to fill vacancies and prioritize building a strong climate and culture amongst staff. We do “Titan of the Month” to celebrate teachers & staff, do teambuilders with staff to build culture on campus, and host a community lunch. Lastly, Action 1.8 is no longer implemented as we are fully in-person this school year.

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

Due to a misunderstanding of the instructions for last year’s LCAP Action Tables, some of the budgeted expenditures from last year’s approved LCAP did not accurately reflect the actual planned expenditures at the school site during the 2023-24 school year. In some cases the amount budgeted was too low, resulting in the school’s actual expenditures (provided in this Annual Update) to appear much higher than the budgeted. However, they are in line with the amount received from the state and reflect the actual expenses at the school site.

This is resulting in carryover for the upcoming 24-25 school year, but we have corrected the mistake for future years. We have developed the planned expenditures for the 2024-25 school year with a much better understanding of the Action Tables instructions and they describe the school’s planned expenditures in a much clearer way, including marking the appropriate actions as “contributing.”

Specific differences include:

Action 1.1: The original planned expenditure budget did not include funds spent on staff salaries to support this action. The estimated actuals include this information.

Action 1.2 In addition to the planned expenditures the team decided to use some of the funds to reimburse qualified teachers for their induction programs in order to retain them.

Action 1.3 The original planned expenditure budget did not include funds spent on staff salaries to support this action. The estimated actuals include this information.

Action 1.4 The original planned expenditure budget did not include funds spent on staff salaries to support this action. The estimated actuals include this information.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

Academically, the school did not meet most of the goals outlined in this 3 year LCAP primarily due to the impact of COVID and the extreme amount of learning loss. However, in recognition of this the school decided to go back to foundational teaching skills. This includes: lesson

planning, how to make exemplars, utilizing exit tickets and weekly data analysis meetings in order to move student achievement and outcomes.[10] In turn, the school has been able to utilize data to analyze achievement gaps and close them.

Additionally, the school has been providing teachers and staff with ongoing content knowledge, classroom management training and implementations of school-wide structures and systems in place. As a result, the school has seen positive trends with both NWEA and iReady, especially within reading but also in math.

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

For the 2024-2025 school year, we are going to add more actions to the LCAP to reflect current-year improvements in teaching, educator professional development, and student achievement.

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

Goal 2

[11]

Goal 2	Description
2	**Positive School Climate and Student Engagement: Create a safe, inclusive, and welcoming school climate where students and staff are engaged and fully invested in students' academic, health and socio-emotional learning.**

Measuring and Reporting Results

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Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Attendance rate	2021 will be reported as the new baseline when available. Last report from Dataquest in 2019 7.5%	91.19% ADA for 2021-2022	92.8% ADA for 2022-2023	Data coming 2024	5.00%
Suspension rate by subgroup	2020-2021 Schoolwide - 1% Black - 5.4% Hispanic - .4%	2021-2022 Schoolwide: 9.5% Black: 9% Hispanic 9.8%	2022-2023 Schoolwide: 9.9% EL: 12.9% Hisp: 9.5% SED: 10.4% SWD: 21.9%	Data coming 2024	Schoolwide - <1% Black - <2.0% Hispanic - <1% Asians - <1%
Expulsion rate	2020-2021 0% expulsion rate	2021-2022 0% expulsion rate	2022-2023 0% expulsion rate	Data coming 2024	<1%
Percentage of Teachers using Kickboard reward system daily to increase positive behaviors	2020-2021 50% of teachers use Kickboard daily	2021-2022 _% of teachers use Kickboard daily	2022-2023 66% of teachers use Kickboard daily	Data coming 2024	100%
Percent of students reporting that they really feel like a part of the school's community on YouthTruth survey (updated to connect to a specific survey question)	2020-2021 62% of students report really feeling like a part of the school community	2021-2022 56% of students report really feeling like a part of the school community	36%	Data coming 2024	85%
Percent of Kickboard entries that are referrals or negative logs	2020-2021 30% of Kickboard entries are referrals or negative logs	2021-2022 >10% of Kickboard entries are referrals or negative logs	2022-2023 <15% of Kickboard entries are referrals or negative logs	Data coming 2024	20%
Percentage of parents who have logged into Parent Portal from a computer	2020-2021 51% of parents have logged into the parent portal	2021-2022 64% of parents have logged into the parent portal	2022-2023 46% of parents have logged into the parent portal	Data coming 2024	60%
C-19 Chronic Absentee number of students	2020-2021 16 students chronically absent	2021-2022 124 students chronically absent	2022-2023 70 students chronically absent	Data coming 2024	5 students

Achieve & Maintain “good” indicator or higher on FIT (Facilities Inspection Tool) Report	2020-2021 Good	2021-2022 Good	2022-2023 Good	Exemplary Status	Good Status or higher

Goal 2 Analysis

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

A description of any substantive differences in planned actions and actual implementation of these actions.

Most of the planned actions were implemented as planned, excluding Actions 2.7 and 2.11- 2.13. There were minor differences in planned versus actual actions. Actions 2.7 and 2.13 were not necessary given the school is conducting in-person learning. Although the school did not start a Telehealth Wellness Program or START Training and Support, other efforts were made to reduce chronic absenteeism, including increasing parent communications, implementing follow-up calls when scholars are absent, truancy meetings and transportation support, and attendance incentives for coming to school.

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

The school had a few substantive differences between the budgeted expenditures and the estimated actual expenditures for this goal. For Action 2.1, the original planned expenditure budget did not include funds spent on YouthTruth, which is a national survey to gather data on student well being and positive interactions at school. For Action 2.4, we were able to plan more activities/field trips than originally planned. For Action 2.10, the original planned expenditure budget did not include funds spent on staff salaries to support this action. The estimated actuals include this information. And lastly, for Action 2.12, in order to support in identifying students before reaching chronic absenteeism, the school invested in building a dashboard that identifies absenteeism rates by different subgroups.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

Overall, the school was successful in making progress towards this goal. We are on target to meet or exceed the desired outcomes for 2023-2024 across metrics 2.1, 2.3, 2.6, and 2.9, but did not meet our targets for 2.4, 2.7, and 2.8. Some data was not yet available. We attribute the successes to the actions described in the LCAP, including creating a healthy school environment conducive to learning, providing weekly SEL lessons, offering scholars the ability to check in with a wellness counselor if need be, and creating a partnership with parents through parent communication and involvement.

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

For the 2024-2025 school year, we are going to update the actions in the LCAP to reflect current-year improvements in chronic absenteeism.

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

Goal 3

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Goal 3	Description
3	**Parent Support and Engagement: Create an engaged parent, student, staff and overall community population that is fully invested in and actively connected to the school community and academic program.**

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Percent of parents reporting that they receive regular feedback about their child's progress (YouthTruth) (updated to connect to a specific survey question)	2020-2021 55% of parents report receiving regular feedback about their child's progress	2021-2022 58% of parents report receiving regular feedback about their child's progress	2022-2023 Data Not Available	Data coming 2024	4.4
Average parent attendance rates at school events and parent/teacher conferences	40%	45%	*Data not available for this year.*	Data coming 2024	60%
Percentage of parents logging on to Parent Portal	51%	64%	*Data not available for this year.*	Data coming 2024	60%
Number of families contributing/ providing parent input on decision making at meetings	20%	*Data not available for this year.*	*Data not available for this year.*	Data coming 2024	50%
Number families representing various subgroups who provide input on decisions making at meetings.	70 families	*Data not available for this year.*	*Data not available for this year.*	Data coming 2024	100 families
Percent of parents who report that they feel engaged with the school (YouthTruth) (updated to connect to a specific survey question)	2020-2021 78% of parents report feeling engaged with the school	2021-2022 70% of parents report feeling engaged with the school	2022-2023 Data Not Available	Data coming 2024	85% report feeling engaged with the school

Goal 3 Analysis

17

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

A description of any substantive differences in planned actions and actual implementation of these actions.

Most of the planned actions were implemented as planned, excluding Actions 3.1 and 3.4. There were minor differences in planned versus actual actions.

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

The school had one substantive difference between the budgeted expenditures and the estimated actual expenditures for this goal. The original planned expenditures for Action 3.2 did not include funds spent on staff salaries to support this action. The estimated actuals include this information.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

Overall, the school was only partially successful in making progress towards this goal. Due to staff and administrator turnover at the school, some of the internal data was lost. This current school year, under a new administrator leadership team, the school has implemented improved data tracking systems and has updated the next 3-year LCAP with current practices. We are renewing a focus on school culture and student engagement by holding activities such as coffee with admin meetings, on campus school/ family events and FST meetings for parent involvement and decision making.

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

For the 2024-2025 school year, we are going to continue efforts in parent involvement and education.

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

Goal 4

Goal 4	Description
4	**Increased student access to technology: Provide access to relevant technologies to all students while educating students in Digital Citizenship, Research, and Information Fluency to equip them with skills for the 21st century.**

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Percentage of students with 1:1 devices	80%	100%	90%	Data coming 2024	100%
Percentage of classrooms with dedicated audio/video equipment	80%	100%	100%	Data coming 2024	100%
Percentage of teachers regularly utilizing technology in the classroom	80%	100%	75%	Data coming 2024	100%

Goal 4 Analysis

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

A description of any substantive differences in planned actions and actual implementation of these actions.

The school did not experience any substantive differences in the planned actions and actual implementation of the actions for this goal. The only change that was made from the planned actions was to implement a new online learning platform called i-Ready. The new curriculum, called i-Ready, was implemented starting at the beginning of the 2023-2024 school year and offers more direct instruction to close achievement gaps, learning opportunities for students and teachers by providing a curriculum that is specific and targeted to scholars needs based on their diagnostic results that align to California common core standards. The updated curriculum name will be incorporated into the new 3-year LCAP.

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

The school had one substantive difference between the budgeted expenditures and the estimated actual expenditures for this goal. Under Action 4.2, we partnered with a company to build a dashboard that is able to track student progress and achievement which allows us to be able to better differentiate instruction.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

Overall, the school was successful in making progress towards this goal. We met or exceeded the desired outcomes for 2023-2024 across metrics in all categories. We attribute this success to the actions described in the LCAP, including ongoing professional development for our staff, utilizing standards-aligned curriculum and assessments, and differentiated instruction. These actions have increased instructional time, streamlined lesson planning, and supported data-driven collaborations across classrooms and staff members.

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

Due to the transition back to in-person learning after the COVID-19 pandemic, we will not include this goal in the new version of the LCAP. Some metrics and actions may be incorporated into other goals within the LCAP, but our primary focus will be on combating learning loss and a strong school culture.

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

Instructions

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

Complete the prompts as instructed for each goal included in the 2023–24 LCAP. Duplicate the tables as needed. The 2023–24 LCAP Annual Update must be included with the 2024–25 LCAP.

Goals and Actions

Goal(s)

Description:

Copy and paste verbatim from the 2023–24 LCAP.

Measuring and Reporting Results

- Copy and paste verbatim from the 2023–24 LCAP.

Metric:

- Copy and paste verbatim from the 2023–24 LCAP.

Baseline:

- Copy and paste verbatim from the 2023–24 LCAP.

Year 1 Outcome:

- Copy and paste verbatim from the 2023–24 LCAP.

Year 2 Outcome:

- Copy and paste verbatim from the 2023–24 LCAP.

Year 3 Outcome:

- When completing the 2023–24 LCAP Annual Update, enter the most recent data available. Indicate the school year to which the data applies.

Desired Outcome for 2023–24:

- Copy and paste verbatim from the 2023–24 LCAP.

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

21 Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023–24)
Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Enter information in this box when completing the 2023–24 LCAP Annual Update.	Copy and paste verbatim from the 2023–24 LCAP.

Goal Analysis

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

A description of any substantive differences in planned actions and actual implementation of these actions.

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

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

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

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

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

- Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.[22]

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

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

California Department of Education
November 2023

Local Control and Accountability Plan

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

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Richmond Charter Academy	Michelle Coleman, Site Director	mcoleman@amethodschools.org, (510)374-8064

Plan Summary 2024-2025

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

At Richmond Charter Academy (RCA), we are committed to our students' academic success and developing a strong community of learners. RCA is one of six schools under the Amethod Public Schools (AMPS) charter management organization. AMPS is a 501(c)(3) nonprofit organization that was founded in Oakland with the intent to create charter schools that reduce the academic achievement disparity that exists among the different student subgroups. The organization's flagship school, Oakland Charter Academy, founded in 1993, is the oldest charter school in the City of Oakland, and the 14th school chartered in the state of California. For thirty years, AMPS has been serving thousands of Bay Area families through a small-scale school model focused on equipping students with the skills of diligence and personal responsibility. AMPS demonstrates through strong academic results that any child can be successful if they receive a high-quality, personalized education. RCA was established in 2012, and is located within the boundaries of West Contra Costa Unified School District (WCCUSD). In its first year of operation, RCA achieved an 812 API, making it the highest performing middle school in the history of WCCUSD, since the inception of the API and Public Schools Accountability Act of 1998. Richmond Charter Academy's mission is to advance students' motivation and belief in academic achievement while in pursuit of a thriving future.

RCA currently serves 324 students in grades 6-8. We believe that every child deserves a world-class education. RCA is open to all students who wish to attend, but seeks to serve families that have an income below the federal poverty line. RCA families take pride in their communities and strive to improve those around them. Education is a top priority for our families as many of our scholars are first generation high school graduates. In the 2022-23 school year, RCA served 84.3% socioeconomically disadvantaged students, 34.3% English learners, and 9.6% students with disabilities. Almost all students identify as students of color, including 92.0% that identify as Hispanic/Latino, and 4.0% as African-American/Black.

At RCA, we believe all students can succeed in a rigorous college-prep environment when provided with effective educators, personalized attention, and a disciplined commitment to academics. We believe in fostering a culture of hard work and preparing our students in a manner that will help them excel in life and attend the college of their dreams. RCA's academic schedule contains built in time for differentiated support and social and emotional development. We provide access to mental health services, mindfulness, and social support systems for faculty, students and families. We also offer students a wide range of extended learning opportunities. RCA is a proud partner of The John Hopkins University Center for Talented Youth that gives students the opportunity to participate in college-level summer programs and online

courses. Additionally, through our ASES program students have daily access to activities including homework help, tutoring, music, art, chess, basketball and self-defense.
Families are an integral part of our school and throughout the year we invite them to events including school game nights, book fairs, food drives, festivals, sports events, student conferences, volunteer days and more. Parent University Nights, Coffee Chats are conducted to ensure students and families receive the information and support necessary to support being successful. After each quarter, homeroom teachers conference with families about their students' grades and how they can continue to grow in the classroom. Families and students receive yard signs, medals, and awards that remind them of their potential and amazing capabilities.

Reflections: Annual Performance

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

RCA students, like many students nationally, experienced significant learning loss due to the COVID-19 pandemic. Socioeconomically disadvantaged students, English learners, and other vulnerable groups particularly faced numerous challenges over the last few years, which we are addressing with a variety of additional academic interventions. In recognition of this extreme need, the school decided to go back to foundational teaching skills, including: lesson planning, how to make exemplars, utilizing exit tickets and weekly data analysis meetings in order to move student achievement and outcomes. Additionally, the school has been providing teachers and staff with ongoing content knowledge, classroom management training, and implementation of school-wide structures and systems. As a result, the school has utilized data to analyze achievement gaps and is witnessing positive trends in the current school year for both NWEA and iReady results, especially within reading but also in math.
In the past year, the school met its goals for attendance, expulsions, negative/positive ratio of student behavior logs, and facilities. We attribute these successes to the actions described in the LCAP, including creating a healthy school environment conducive to learning, providing weekly SEL lessons, offering scholars the ability to check in with a wellness counselor if need be, and creating a partnership with parents through parent communication and involvement. RCA did not meet its suspension and chronic absenteeism goals and received some red indicators on the dashboard for these areas, which will be addressed below.
The school received a number of red indicators on the 2023 California Schools Dashboard. As the result of a thorough analysis of our data and school program, we are addressing each red indicator broken down by the impacted subgroups of students:
Students with disabilities (for chronic absenteeism, ELA, math, and suspension): We have a comprehensive support system in place for students with disabilities to address chronic absenteeism, including attendance plans to support the student and family needs and challenges. Additionally, our team collaborates closely with families, educators, and supports staff to provide resources, accommodations and interventions to ensure every student can fully engage in their education. Additionally, we are providing differentiated instruction, small group instruction, extended time and flexibility, positive reinforcement and feedback, and collaboration with special education professionals to create supportive classrooms to foster academic and social growth. As a result of these multi-tiered systems, we have been able to substantially decrease our suspensions in the current school year.
English learners (for ELA, math, and suspension): To support English learners academically, and lower suspension rates, we have provided language support through English as a Second Language instruction. Implementation of culturally responsive teaching strategies that incorporate scholars' backgrounds and experiences into the curriculum have proven to be essential and key. Furthermore, we have fostered a welcoming and inclusive school environment where English learners feel valued and supported. This is shown through encouraging

collaboration between teachers, administrators and families to address challenges or concerns promptly. Lastly, we offer social-emotional support and interventions to address behavioral concerns before they escalate, while focusing on positive reinforcement and restorative practices to build a sense of belonging to reduce suspension rates.
Hispanic students (ELA and math): We support our Hispanic scholars by providing culturally relevant curriculum materials and instructional approaches that resonate with their backgrounds and experiences. We offer bilingual support when needed, including instruction in Spanish or providing translations of key concepts to facilitate comprehension. Additionally, we foster a supportive learning environment that celebrates diversity and encourages active engagement, collaboration, and confidence- building strategies to enlace their academic achievement in both subjects.
Socioeconomically disadvantaged (ELA and math): To support our socioeconomically disadvantaged population we have prioritized personalized instruction and small group interventions to address individual needs effectively. Implementation of targeted support programs, such as targeted tutoring or after school programs, provide additional academic assistance and enrichment opportunities has demonstrated to be beneficial and effective motivation for scholars to succeed academically.

Reflections: Technical Assistance

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

Richmond Charter Academy is eligible for Technical Assistance, in the form of Differentiated Assistance, due to low performance on indicators for the English learners subgroup in the areas of Pupil Achievement and School Climate, as well as the low performance of Students with Disabilities on indicators for Pupil Achievement, Pupil Engagement, and School Climate. As a result, the school has been working with the Contra Costa County Office of Education (CCCOE) to address these performance areas. Efforts include: participating in monthly professional development meetings hosted by CCCOE in the spring of 2024, performing a root cause analysis on the low performing indicators, surveying stakeholders to develop action items for next year, and conducting empathy interviews with at least 5 members of the school community (students, parents, teachers, staff, etc.). The school is utilizing the results of these efforts to inform planning for the 2024-25 school year, including addressing key areas identified by our educational partners.

Comprehensive Support and Improvement

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

Schools Identified

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

Not applicable; the LEA is not eligible for CSI.

Support for Identified Schools

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

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Not applicable; the LEA is not eligible for CSI.

Monitoring and Evaluating Effectiveness

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

Not applicable; the LEA is not eligible for CSI.

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Engaging Educational Partners

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

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

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

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

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Educational Partner(s)	Process for Engagement
All educational partners including teachers, staff, parents, students, community members, and the Board	Throughout the year during regular meetings of the Board, all stakeholders are invited to participate in meetings discussing the school's academic progress, ongoing programs and activities, and budget updates. All these discussions are used to inform the development and updates within the LCAP. In February 2024, school site leaders presented a mid-year update on all LCAP goals, available metric outcomes data, actions implementation data, and expenditures data for the current school year. Members of the school community, and community at large, were invited to hear the presentation and provide input via public comment. In addition, a Public Hearing was held for the LCAP during the May 2024 board meeting, in order to solicit further input from educational partners regarding the new 3-year LCAP.
Teachers, administrators, and other school personnel	In spring 2024, the school consulted with teachers and staff during a Family, Student, and Teacher meeting (which functions as the School Site Council) to collect input for the development of the new 3-year LCAP. To engage teachers and staff in the development of school plans and programs, including the LCAP, our middle school holds regular staff meetings where input and feedback are solicited on various initiatives. Additionally, we conduct periodic listening tours or surveys to gather more in-depth input on specific topics or areas of concern. These feedback sessions occur during weekly staff meetings/professional development sessions, annual listening tours and annual surveys. This ensures continuous dialogue and collaboration with teachers and staff in shaping the school's direction and priorities. We use these methods to engage school staff across all levels.
Parents, including parents of English learners, other unduplicated pupils, and students with disabilities	In spring 2024, the school consulted with parents during a Family, Student, and Teacher meeting (which functions as the School Site Council) to collect input for the development of the new 3-year LCAP, as well as the English Learner Parent Advisory Committee, and via a survey on the school's overall performance, activities, and programs, which informed the final version of the new 3-year LCAP and will inform next year's LCAP. At RCA we engage parents and families in the development of school plans and programs through various channels, including semi annual parent- teacher conferences, family information nights, monthly parent meetings/FST meetings, and annual surveys. All of these measures allow parents and families to provide input on key decisions. We use these methods to engage parents of all students.

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Students	In spring 2024, the school consulted with students during a Family, Student, and Teacher meeting (which functions as the School Site Council) to collect input for the development of the new 3-year LCAP. To engage scholars in the development of our schools plans, including LCAP, we hold semi-annual feedback sessions where students share their ideas and suggestions. We also hold monthly assemblies where we celebrate school progress and conduct annual surveys and student leader groups. Through these consistent engagement opportunities, scholars feel empowered to shape their educational experience and foster a sense of ownership within the school community. We use these methods to engage our student body.
SELPA	In spring 2024, the school share the LCAP with our SELPA to collect feedback in the development of the new 3-year LCAP. For details on our program and supports for students with disabilities, you can find the SELPA local plan available on the school website.

Insert or delete rows, as necessary.

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

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

Teachers and staff at our school are most interested in finding the balance between work and personal life commitments, and how to best juggle and manage all that is required of them. As a result of finding work and personal balance we have adjusted professional development days and session where time has been dedicated and allocated to work responsibilities such as lesson planning and preparation to take place during designated times in order elevate work responsibilities outside of staffs contractual hours. Moreover, we have attempted to find the balance of maintaining a high bar for scholar academics and giving time back to teachers for professional responsibility completion to ensure the bar remains high. This feedback was incorporated into Action 1.4.

Parents have expressed a desire for stability of the administrative team and retention of teachers. Based on families desires to ensure their scholars educational experience is not impacted as a result of instability and loss of quality educators, we have poured a lot of resources into our teachers and staff development, making them feel heard and valued here at RCA. As on now, all of our teachers and administrative team will be returning in the 24-25 academic school year with the exception of one. We are proud of this and plan to continue these efforts via the implementation of Actions 1.4, 3.2, and 3.4.

Scholars are most interested in consistent permanent teachers. There is a real teacher/ educator deficit not only in California but continues to be a nationwide crisis. In efforts to adequately address the teacher/ educator deficit we offer competitive salaries and benefits to attract and retain qualified educators. We provide ongoing professional development opportunities and a supportive work environment to help teacher satisfaction and loyalty. Moreover, implementation of effective hiring practices, such as conducting thorough interviews and background checks, to ensure the selected teachers are a good fit for the school culture and educational goals has been an area we are working on enhancing's for the upcoming school years. This feedback was incorporated into Actions 1.4, 3.2, and 3.4.

Goals and Actions

Goal

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

State Priorities addressed by this goal.

Priorities 1, 2, 4, 7, & 8

An explanation of why the LEA has developed this goal.

Our school's mission is to provide a rigorous college preparatory education and character development program that will prepare students from underserved communities to succeed in college and beyond. We believe all students can learn and achieve at high levels and adopt a data-driven culture to turn the focus from "what was taught" to "what was learned." Student achievement and progress monitoring are both at the core of this principle, which is why our first goal encompasses so many metrics in order to better understand overall student outcomes. Secondly, we know that breakthrough achievement happens in schools where every student is purposefully engaged in standards-aligned content, every day. Therefore, teaching at our school is purposeful, engaging, and differentiated for all learners. Professional development for our instructional team is focused on standards-based instruction as well as classroom management, student engagement, and multi-tiered systems of targeted support for learners.
Goal 1 of our LCAP is a broad goal directed at promoting student achievement and postsecondary success in alignment with our school's mission and key state priorities. The priorities being addressed under this goal include provision of basic services, implementation of state academic standards, pupil achievement, access to a broad course of study, and outcomes in a broad course of study. It was developed in collaboration with our educational partners to ensure that the school is focused on students' academic preparedness. We will achieve this goal by implementing a rigorous academic program that is bolstered by high-quality professional development for teachers and differentiated supports for students. The metrics and actions outlined below ensure that we are providing a strong academic program with an emphasis on college preparation, in addition to the state priorities.

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Measuring and Reporting Results

Metric #	Metric	Baseline *(from 2022-23 unless otherwise indicated)*	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1a	Teachers are fully (preliminary or clear) credentialed for subject and student placement (properly assigned). (SP 1.1) Source: Internal credential tracking	21.4% *From the 2023-24 school year.*	*Will be completed in 2025.*	*Will be completed in 2026.*	100% appropriately credentialed and assigned, and/or permitted on their way to the appropriate credential	*Will be completed in 2025.*
1b	Students have access to standards-aligned instructional materials. (SP 1.2) Source: SARC - Quality, Currency, Availability of Textbooks and Other Instructional Materials.	100.0% *From the 2023-24 school year.*	*Will be completed in 2025.*	*Will be completed in 2026.*	100% of students have access to standards-aligned instructional materials	*Will be completed in 2025.*
1c	School facilities are in good repair as measured by overall facilities survey. (SP 1.3) Source: SARC Facilities - "Overall Facilities Rating"	Exemplary	*Will be completed in 2025.*	*Will be completed in 2026.*	School facilities are in good or exemplar repair	*Will be completed in 2025.*

1d	Teachers participate in a 5-Day Annual Summit where one day is spent learning how to utilize curriculum and other academic content aligned to state performance standards. (SP 2.1) Source: Internally tracked	Summit was offered *From the 2023-24 school year.*	*Will be completed in 2025.*	*Will be completed in 2026.*	The Annual Summit is Offered	*Will be completed in 2025.*
1e	English learners have access to English Language Development courses that are based on state standards. (SP 2.2) Source: PowerSchool	100.0% *From the 2023-24 school year.*	*Will be completed in 2025.*	*Will be completed in 2026.*	100% of EL students are enrolled in ELD courses.	*Will be completed in 2025.*
1f	Increase percentage of students scoring Proficient or above on SBAC ELA or meet the overall state average for baseline year. (SP 4.1) Source: CAASPP reporting website	All: 19.1% SED: 17.9% Hispanic: 18.4% EL: 1.8% SWD: 0.0%	*Will be completed in 2025.*	*Will be completed in 2026.*	Each student subgroup will grow at least 3 percentage points annually or meet the 2022-2023 overall state average, 46.66%.	*Will be completed in 2025.*

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1g	Increase percentage of students scoring Proficient or above on SBAC Math or meet the overall state average for baseline year. (SP 4.1) Source: CAASPP reporting website	All: 9.1% SED: 8.2% Hispanic: 7.9% EL: 2.7% SWD: 3.2%	*Will be completed in 2025.*	*Will be completed in 2026.*	Each student subgroup will grow at least 3 percentage points annually or meet the 2022-2023 overall state average, 34.62%	*Will be completed in 2025.*
1h	Increase percentage of students scoring Proficient and above on CAST assessment or meet the overall state average for baseline year (SP 4.1) Source: CAASPP Reporting Website	ALL: 11.3% SED: 12.4% Hispanic: 9.2% EL: 3.1%	*Will be completed in 2025.*	*Will be completed in 2026.*	Each student subgroup will grow at least 3 percentage points annually or meet the 2022-2023 overall state average, 30.18%.	*Will be completed in 2025.*

1i	Increase percent of EL students growing at least one ELPI level/maintaining the highest ELPI level or meet the state average for baseline year. (SP 4.5) Source: CA Dashboard	All: 42.5% EL: 42.5%	*Will be completed in 2025.*	*Will be completed in 2026.*	English learners will grow at least 2 percentage points annually or meet the 2022-2023 state average, 48.7%.	*Will be completed in 2025.*
1j	Increase percent of EL students who reclassify as Fully English Proficient (RFEP rate) or meet the state average for baseline year (SP 4.6) Source: CALPADS 2.16 and 8.1 (EOY)	5.9%	*Will be completed in 2025.*	*Will be completed in 2026.*	English learners will grow at least 2 percentage points annually or meet the 2019-2020 state average, 13.8%.	*Will be completed in 2025.*
1k	Students have access to a broad course of study (SP 7.1) Source: PowerSchool master schedule	Standard Met *From the 2023-24 school year.*	*Will be completed in 2025.*	*Will be completed in 2026.*	Students have access to a broad course of study - Local Indicator "Standard Met"	*Will be completed in 2025.*

1l	Provide at least one paraprofessional to work with English learners and at least one paraprofessional to work with students with disabilities. (SP 7.2, 7.3) Source: Paylocity (HR source)	1 paraprofessional for EL and 1 for SWD *From the 2023-24 school year.*	*Will be completed in 2025.*	*Will be completed in 2026.*	1 paraprofessional for EL and 1 for SWD	*Will be completed in 2025.*
1m	Schoolwide and subgroup medians achieve at least one year's progress in ELA, as defined by internal assessment. (SP 8.1) Source: NWEA or iReady	ALL: 42nd Hispanic: 42nd *Source for baseline year is NWEA.*	*Will be completed in 2025.*	*Will be completed in 2026.*	NWEA Map: 41st+ Median Growth Percentile or iReady: 100%+ Typical Media Progress	*Will be completed in 2025.*
1n	Schoolwide and subgroup medians achieve at least one year's progress in Math, as defined by internal assessment. (SP 8.1) Source: NWEA or iReady	ALL: 41st Hispanic: 41st	*Will be completed in 2025.*	*Will be completed in 2026.*	NWEA Map: 41st+ Median Growth Percentile or iReady: 100%+ Typical Media Progress	*Will be completed in 2025.*

Insert or delete rows, as necessary.

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Goal Analysis for 2024-2025

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

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

Will be completed in the 2024-25 school year.

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

Will be completed in the 2024-25 school year.

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

Will be completed in the 2024-25 school year.

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

Will be completed in the 2024-25 school year.

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

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Actions

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Action #	Title	Description	Total Funds	Contributing
1.1	Academic Assessment and Progress Monitoring	Utilize iReady and/or NWEA benchmark assessments to measure student academic growth over time and build a data dashboard to assess a variety of metrics. On a regular, ongoing basis throughout the school year, analyze this data to determine interventions for individual students and groups of students, as appropriate. This will include evaluating the progress of any student subgroups with a red dashboard indicator for English language arts or Math proficiency. In addition to using benchmark assessments to measure growth, the school will implement a regular progress monitoring system to ensure that the differentiated supports are taking place and positively impacting student outcomes.	$ 87,431	Yes
1.2	Academic Supports	Provide multi-tiered levels of support to ensure that all students are demonstrating growth. Each academic intervention will be driven by data and support student learning, including after school supports and tutoring to target skill building, and the use of supplemental instruction programs such as IXL, iReady, Actively Learn, Lexia. On an ongoing basis throughout the school year, assess student data and monitor the progress of any student subgroups with a red dashboard indicator for ELA or math. In 2023, the school received a red ELA dashboard indicator for the Hispanic, English learner, students with disabilities, and socioeconomically disadvantaged subgroups. It also received a red math dashboard indicator for the Hispanic, English learner, students with disabilities, and socioeconomically disadvantaged subgroups. As a result, our leadership will specifically monitor these subgroups' growth rates throughout the year (via internal metrics) in order to provide targeted interventions.	$ 909,579	Yes
1.3	Materials, Curriculum, & Supplies	Provide technology to all students including Chromebooks/tablets, hotspots, and earphones. Provide textbooks, workbooks, and supplemental curricular materials (such as licenses, digital software, and more) that are aligned to state priorities and standards, such as Illustrative Math and SpringBoard.	$ 279,616	No

1.4	Professional Development to Promote Academic Excellence	Offer ongoing professional development opportunities for staff, including: - Bi-weekly coaching for teachers with a focus on supports for English learners and low income students - Quarterly professional development sessions - Professional Growth Plans for Teacher and paraprofessionals, with bi-weekly observations/feedback, lesson plan development, quarterly film sessions with feedback, and target goal monitoring for English learners and low income students - Three or more staff workshops annually on how to analyze Interim Assessment results and use data to inform instruction - Mentor teacher support through Department Meetings, Grade Level Meetings, and Observations - An annual professional development summit session focused on standards based instruction, bell to bell instruction, student engagement and classroom management, and curriculum	$ 92,020	Yes
1.5	Safe and Secure Facilities	Ensure safety of grounds and facilities by providing preventative measures such as video cameras, vaping detectors, security gates, etc. Conduct ongoing facilities maintenance and safety inspections and provide strong janitorial services. Ensure the facilities are conducive to a positive learning environment by purchasing equipment, furniture, posters, and other materials that promote an effective learning place. There will be a Director of Facilities responsible for ensuring safety training and drills are executed, in addition to all of the above.	$ 159,690	No
1.6	Supports for English Learners	Provide targeted professional development to staff that promotes the use of effective instructional strategies for English learners. The school's ELD Specialist will work with teachers to co-plan lessons, conduct classroom observations, and provide one-on-one coaching to improve EL supports. Hire and retain a full-time paraprofessional to work with ELs on academic success and reclassification. Use an evidence-based ELD curriculum such as English 3D, and/or Cengage/National Geographic Learning, to meet the needs of multilingual learners at all proficiency levels—from newcomers to long-term English learners—as the core curriculum for all ELD classes. This action serves as a Required Action for English learners.	$ 134,644	Yes

1.7	Additional Supports for Long-term English Learners	Utilize intervention programs, such as Lexia English, to target specific skills and accelerate English proficiency. Use a progress monitoring tool to assess each long-term English learner's progress towards reclassification and meet with families to discuss their student's progress towards reclassification. This action serves as a Required Action for Long-term English learners.	$ 33,253	Yes
1.8	Supports for Students with Disabilities	Utilizing student academic and non-academic data, monitor student progress and provide a multi-tiered approach to interventions, including: - Provide a range of Special Education service providers, including counselors and Resource Specialist Programs - When appropriate, provide push-in services to support students in mainstreamed classes and provide support for students who need additional intervention - Maintain a Director of Special Education to support in training educators to provide accommodations and supports to students with disabilities.	$ 279,849	No
1.9	Supports for Homeless and/or Foster Youth	Hire and retain a bilingual Community Outreach Coordinator to provide support, advocacy, and resources for families of students who are homeless, in foster care, and/or unhoused. The Community Outreach Coordinator will work with external partners and organizations to connect students and families to resources. Provide direct access to supplies, materials, and additional student uniforms for students in need. Offer after school programs and activities for youth to provide extended learning and a safe place for students to grow and socialize.	$ 19,201	Yes

Insert or delete rows, as necessary.

Goals and Actions

Goal

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

State Priorities addressed by this goal.

Priority 3

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An explanation of why the LEA has developed this goal.

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

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

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

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Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2a	Parents will be provided regular opportunities to participate in school site decision making. (SP 3.1) Source: Internal Google Drive - Meeting Agendas	Scheduled at least 3 FST meetings and at least 3 Parent Committee for English Learners meetings, inviting all parents to participate. *From the 2023-24 school year.*	*Will be completed in 2025.*	*Will be completed in 2026.*	Schedule at least 3 Family, Student, and Teacher (FST) meetings annually and at least 3 English Learner Advisory Council (Parent Committee for English Learners) meetings annually, inviting all parents to participate.	*Will be completed in 2025.*
2b	Parents of all students, including unduplicated pupils and students with exceptional needs, will be invited to participate in at least 4 parent/family events, including parent-teacher conferences, ongoing parent meetings and workshops, and other school events (SP 3.2, 3.3) Source: ParentSquare messaging/invitations, school calendar	Parents invited to at least 4 events *From the 2022-23 school year.*	*Will be completed in 2025.*	*Will be completed in 2026.*	Parents invited to at least 4 events	*Will be completed in 2025.*

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Insert or delete rows, as necessary.

Goal Analysis for 2024-2025

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

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

Will be completed in the 2024-25 school year.

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

Will be completed in the 2024-25 school year.

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

Will be completed in the 2024-25 school year.

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

Will be completed in the 2024-25 school year.

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

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Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Parent Engagement Activities	Hold at least 2 orientations and/or open houses for new incoming families to learn about available school programs, the Parent-Family Handbook, school-wide goals, expectations, rules, and norms. Host 2 monthly Parent Meetings, one in the morning and one in the evening, to communicate to parents about school programs and activities and to receive their feedback and ideas. Provide ongoing parent-teacher conferences and parent education workshops on topics such as: college and career preparation, mental health, parent education, student progress monitoring tools and resources, internet safety, sex education and/or other topics that they express interest in.	$ 28,789	Yes
2.2	Parent Communication Activities	Utilize the parent communication platform ParentSquare to communicate with parents in real time by text, email, and phone. Provide parent access to PowerSchool so that parents can view student academic progress data. Provide translation and interpretation services to families whose primary language is not English, so that all families can engage with school programs, events, and activities.	$ 42,244	Yes

Insert or delete rows, as necessary.

Goals and Actions

Goal

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

State Priorities addressed by this goal.

Priorities 5 & 6

An explanation of why the LEA has developed this goal.

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

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

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

Measuring and Reporting Results

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Metric #	Metric	Baseline *(from 2022-23 unless otherwise indicated)*	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3a	90% or greater Average Daily Attendance ("ADA") (SP 5.1) Source: CALPADS 14.1	ALL: 92.8% Hispanic: 92.9% EL: 92.6% SED: 93.0% SWD: 91.3%	*Will be completed in 2025.*	*Will be completed in 2026.*	Each student subgroup will achieve 90% or greater ADA.	*Will be completed in 2025.*
3b	Decrease student chronic absenteeism rate or meet the overall state average for baseline year (SP 5.2) Source: CA Dashboard and DataQuest Chronic Absenteeism Rate	All: 21.3% SED: 19.5% Hispanic: 20.3% EL: 19.7% SWD: 37.5%	*Will be completed in 2025.*	*Will be completed in 2026.*	Each student subgroup will decrease at least 0.5 percentage points annually or meet the overall 2022-2023 state average, 24.9%.	*Will be completed in 2025.*
3c	Decrease suspension rate or meet the overall state average for baseline year (SP 6.1) Source: CA Dashboard	All: 9.9% SED: 10.4% Hispanic: 9.5% EL: 12.9% SWD: 21.9%	*Will be completed in 2025.*	*Will be completed in 2026.*	Each student subgroup will decrease at least 0.5 percentage points annually or meet the 2022-2023 overall state average, 3.5%	*Will be completed in 2025.*

3d	Maintain a very low expulsion rate (SP 6.2) Source: DataQuest Expulsion Rate	All: 0.0% SED: 0.0% Hispanic: 0.0% EL: 0.0% SWD: 0.0%	*Will be completed in 2025.*	*Will be completed in 2026.*	Each student subgroup will have 0.5% or lower expulsion rate	*Will be completed in 2025.*
3e	Increase the percent of students responding "agree" or "strongly agree" to "I really feel like a part of my school's community." (SP 6.3) Source: YouthTruth survey	36.0% *From the 21-22 school year.*	*Will be completed in 2025.*	*Will be completed in 2026.*	Increase 3 percentage points annually or meet 85% of students responding "agree" or "strongly agree"	*Will be completed in 2025.*
3f	Increase the percent of students responding "agree" or "strongly agree" to "I feel safe at school." (SP 6.3) Source: YouthTruth survey	42.0% *From the 21-22 school year.*	*Will be completed in 2025.*	*Will be completed in 2026.*	Increase 3 percentage points annually or meet 85% of students responding "agree" or "strongly agree"	*Will be completed in 2025.*
3g	Decrease the MS dropout rate or maintain a rate below 3.5% (SP 5.3) Source: CALPADS Exit codes	0.0%	*Will be completed in 2025.*	*Will be completed in 2026.*	Each student subgroup will decrease at least 1 percentage point annually or maintain a rate below 3.5%	*Will be completed in 2025.*

3h	Increase the 5 year cohort graduation rate or meet the overall state average for baseline year (SP 5.5) Source: CA Dashboard	N/A	*Will be completed in 2025.*	*Will be completed in 2026.*	Each student subgroup will grow at least 1 percentage point annually or meet the 2022-2023 overall state average, 86.4%	*Will be completed in 2025.*

Insert or delete rows, as necessary.

Goal Analysis for 2024-2025

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

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

Will be completed in the 2024-25 school year.

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

Will be completed in the 2024-25 school year.

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

Will be completed in the 2024-25 school year.

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

Will be completed in the 2024-25 school year.

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

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Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Community Engagement	Implement an annual survey to collect staff, student, and parent feedback on a variety of topics including school plans, culture and engagement, and academic program. Engage with community programs and organizations to provide resources for families and students, especially our most marginalized subgroups. Provide workshops for students on social skills, academic skills, and stress management. Establish partnerships with a variety of programs to explore interests to lead a healthy life, such as: Mindfulness, Yoga, Karate, sports, arts, clubs, and more. Host an annual event in partnership with community organizations, such as a community resource fair, park clean-up day, and/or civic engagement opportunities.	$ 25,489	Yes
3.2	School Culture Activities	Throughout the year, provide a variety of activities to motivate learning, social skills, and a strong school culture, including: - Field trips, graduation ceremonies, demonstrations of values, attendance, and academic progress - Acknowledge accomplishments and progress every quarter with awards and ribbons - Build school spirit and provide themed celebrations and materials such as school uniforms, agendas/school supplies, athletic apparel, yearbooks, etc. - Hold quarterly culture-building events such as outdoor field days, pep rallies, or community clean-up days that promote a strong sense of school culture and community. - Hold at least one student assembly annually on student academic achievement. - Hold at least two assemblies that focus on developmentally appropriate social/emotional concerns such as: bullying, cyber-bullying, peer pressure, sexual education, drug and alcohol abuse, growth mindset, digital citizenship, mind and body health, neighborhood safety, and programs addressing equity and social justice.	$ 187,293	Yes

3.3	Supports for Student Attendance and Engagement	On an ongoing basis throughout the school year, assess student attendance data and evaluate the progress of any student subgroups with a red dashboard indicator for chronic absenteeism. In 2023, the school received a red dashboard indicator for the students with disabilities subgroup in Chronic Absenteeism, so as a result our leadership will specifically monitor these students' absenteeism rates throughout the year in order to provide targeted interventions. Provide training and support resources for the School Attendance Review Team to reduce chronic absenteeism, with a particular emphasis on serving our most vulnerable students and identifying and addressing students' individual needs.	$ 38,576	Yes
3.4	Supports for Student Behavior and Wellbeing	On an ongoing basis throughout the school year, assess student data and evaluate the progress of any student subgroup with a red dashboard indicator for suspension and/or expulsion. In 2023, the school received a red suspension dashboard indicator for the English learner and students with disabilities subgroups. As a result, our leadership will specifically monitor these subgroups' suspension rates throughout the year in order to provide targeted interventions, reduce any potential bias or equity concerns, and improve the suspension rate for this subgroup. Implement Positive Behavior Intervention Systems and restorative justice practices at the school which emphasize school values and reward positive student behaviors, including: - Each month, select a student of the month to celebrate students who distinguished themselves by demonstrating school values - Provide professional development for teachers and staff in the use of restorative practices, with a focus on supporting our most vulnerable students and any subgroups with a recent red dashboard indicator for suspension or expulsion - Train teachers to provide social-emotional learning opportunities through advisory/home room classes - The school psychologist/wellness counselor will meet with students experiencing non-academic problems	$ 152,704	Yes

Insert or delete rows, as necessary.

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Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students for 2024-2025

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
$757,184	$62,731

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
25.601%	20.462%	$584,628.63	46.063%

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

Required Descriptions

LEA-wide and Schoolwide Actions

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

Goal and Action #(s)	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
Goal 1, Actions 1.1, 1.2, and 1.4	Statewide, socioeconomically disadvantaged ("SED")/low-income students have significantly lower rates of ELA and Math proficiency (42.6 and 80.8 points below standard, respectively) compared to their non-SED peers (13.6 and 49.1 points). Our school serves a high rate of SED students (84.3% in the 2023-24 school year). State and national data demonstrates that students from low socioeconomic backgrounds benefit from increased supports in achieving academic proficiency. There is a need for SED students to grow more than 1 year's worth of academic progress in a year's time in order to "catch up" to their more affluent peers and achieve proficiency. Additionally, parents and staff have indicated that academics are a top concern for them. Staff requested additional professional development to support them in building their capacity to utilize our internal assessment tools, assess academic data, and differentiate instruction.	Our multi-tiered levels of support will provide students with additional supports in the areas that they need it most. Each academic intervention is driven by student data to support learning and includes after school learning time and tutoring to target skill building, and the use of supplemental instruction programs such as IXL, iReady, Actively Learn, Lexia. We're also providing extended professional development for staff so that they can differentiate instruction, utilize data to inform instruction, and learn from veteran teachers via mentoring. These actions are being provided on an LEA-wide basis because a majority of our students are low income, and because all of our students can benefit from the academic interventions to support academic growth.	We will monitor progress in the academic growth of our SED students. Feedback from students and families will shape the implementation of these supports. Metric 1m: Schoolwide and subgroup averages achieve at least one year's progress in ELA, as defined by internal assessment. Metric 1n: Schoolwide and subgroup averages achieve at least one year's progress in Math, as defined by internal assessment.

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

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Goal 2, Actions 2.1 and 2.2	We have heard from our parents over the years (via one-on-one conversations and surveys) that they are interested in having parent education workshops on topics such as college and career preparation, mental health, internet safety, and a range of other topics. Many of our families are low-income and face additional challenges in regard to mental and physical health, and in knowing the process for getting their student to college. Many of our students are on track to become first-generation college students and it is our goal to build families' cultural capital in understanding how to navigate A-G coursework, preparing for the college application process, qualifying for financial aid, etc. Additionally, many of our families' home language is not English, and so we provide translation services and resources to ensure that all families can access the content and programming at our school.	As a result of this feedback from parents and students, we utilize the communication platform ParentSquare to relay information to families, invite them to school events, and solicit feedback on what kinds of things are important to them. We provide translation services and parent education workshops on topics of their interest, and host school orientations/open houses to share information about the school and available programs and resources for them and their students. We host bimonthly parent meetings at different times of day to accommodate varying parent schedules. These actions are being provided on an LEA-wide basis because a majority of our families are low income, and because all of our parents can benefit from the educational workshops and community-building events, and we want to seek input from all families into school decision-making and planning.	We will monitor effectiveness in this area by ensuring that we host regular opportunities, workshops, and events for families that target their needs and interests, particularly parents of unduplicated pupils and students with exceptional needs. Metric 2a: Parents will be provided with regular opportunities to participate in school site decision-making. Metric 2b: Parents of all students, including unduplicated pupils and students with exceptional needs, will be invited to participate in at least 4 parent/family events, including parent-teacher conferences, ongoing parent meetings and workshops, and other school events.

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Goal 3, Actions 3.1, 3.2, 3.3, and 3.4	Survey data and other local data has indicated a strong need from our parents and students to offer robust non-academic offerings to enrich students' education experience, provide opportunities to learn and grow outside the classroom, and make school a more fun and engaging experience overall. Feedback from our parents and students indicated a need for extracurriculars such as arts, athletics, clubs, field trips, and non-academic content learning (such as stress management, typing, and study skills). Like many schools across the nation since the pandemic, our attendance and chronic absenteeism data (available in the metric data under Goal 3) demonstrate that these are two areas of need. Qualitative data from the 2023-24 survey provided some of the examples described above, and other survey data indicated that 36.0% of students indicated they "really feel like a part of my school's community."	As a result of our community partners' feedback, we will solicit detailed and ongoing feedback via survey to better identify which specific activities are of interest to the current student body. We will provide workshops for students on social skills, academic skills, and stress management, as well as workshops for students to explore interests that lead a healthy life, such as: Mindfulness, Yoga, Karate, sports, arts, clubs, and more. We will establish partnerships with a variety of community organizations and programs to provide resources for families and students, especially our most marginalized subgroups. We will host an annual event in partnership with community organizations, such as a community resource fair, park clean-up day, and/or civic engagement opportunities. On an ongoing basis throughout the school year, we will assess student attendance data and evaluate the progress of any student subgroups with a red dashboard indicator for chronic absenteeism. We will provide training and support resources for the School Attendance Review Team to reduce chronic absenteeism. These actions are being provided on an LEA-wide basis because all of our students and families contribute to the school culture and benefit from a close community and engaging learning experience. Many of our students struggle with absenteeism and can benefit from the interventions to support engagement and attendance.	Throughout the school year we will assess student attendance data and chronic absenteeism, as well have conversations with our students and families about the progress of this work via FST meetings and other parent/student engagement activities. Once per year we will analyze the survey results. Feedback from families and students will shape the implementation of the program, including specific workshop topics and field trip locations. Metric 3a: 90% or greater Average Daily Attendance. Metric 3b: Decrease student chronic absenteeism rate or meet the overall state average for baseline year. Metric 3h: Increase the percent of students responding "agree" or "strongly agree" to "I really feel like a part of my school's community."

Insert or delete rows, as necessary.

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Limited Actions

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

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
Goal 1, Action 1.6 Goal 1, Action 1.7	Language barriers make academic assessments such as CAASPP extremely challenging for our English learners. As a result, they perform worse on these assessments in both ELA and math (1.8% and 2.7% proficient, respectively) compared to the overall average for students (19.1% in ELA and 9.1% in math). Feedback from parents of English learners, and our English learner students, indicate that English fluency and academic success remain a top priority. Our teachers have expressed a need for additional professional development that prepares them to effectively teach and support English learners in their classrooms.	To target students' language fluency, we will utilize evidence-based ELD courses which meet the needs of multilingual learners at all proficiency levels—from newcomers to long-term English learners—as the core curriculum for all ELD classes. We will also utilize intervention programs such as Lexia English to target specific skills and accelerate English proficiency. These actions will also address teachers' need for additional, targeted trainings in the use of effective instructional strategies for these students by providing additional professional development time in this area. In addition, the school's ELD Specialist will work with teachers to co-plan lessons, conduct classroom observations, and provide one-on-one coaching to improve EL supports. We will hire and retain a full-time paraprofessional to work with ELs on academic success and reclassification.	We will analyze ELPI results annually and will use internal progress monitoring tools to assess each long-term English learner's progress towards reclassification during the school year. We will meet with families to discuss their student's progress towards reclassification and their input will inform the school's programs and supports for English learners and long-term English learners. Metric 1i: Increase percent of EL students growing at least one ELPI level/maintaining the highest ELPI level or meet the state average for baseline year. Metric 1L: Provide at least one paraprofessional to work with English learners.

Insert or delete rows, as necessary.

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

Not applicable. All limited actions contributing to meeting the increased or improved services requirement are associated with an expenditure of LCFF funds.

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Additional Concentration Grant Funding

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

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

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

Local Control and Accountability Plan Instructions

Plan Summary

Engaging Educational Partners

Goals and Actions

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

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

Introduction and Instructions

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

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

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

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

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

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

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

    - **NOTE:** As specified in *EC* Section 62064(b)(1), the LCAP must provide a description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to *EC* Section 52052, to be achieved for each of the state priorities. Beginning in 2023–24, *EC* Section 52052 identifies long-term English learners as a separate and distinct pupil subgroup with a numerical significance at 15 students.

- Annually reviewing and updating the LCAP to reflect progress toward the goals (*EC* Section 52064[b][7]).

- Ensuring that all increases attributable to supplemental and concentration grant calculations, including concentration grant add-on funding and/or LCFF carryover, are reflected in the LCAP (*EC* sections 52064[b][6], [8], and [11]).

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

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

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

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

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

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

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

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

Plan Summary

Purpose

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

Requirements and Instructions

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

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

- For example, information about an LEA in terms of geography, enrollment, employment, the number and size of specific schools, recent community challenges, and other such information the LEA may wish to include can enable a reader to more fully understand the LEA's LCAP.

- As part of this response, identify all schools within the LEA receiving Equity Multiplier funding.

Reflections: Annual Performance

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

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

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

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

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

Reflections: Technical Assistance

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

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

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

Comprehensive Support and Improvement

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

Schools Identified

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

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

Support for Identified Schools

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

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

Monitoring and Evaluating Effectiveness

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

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

Engaging Educational Partners

Purpose

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

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

Requirements

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

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

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

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

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

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

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

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

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

- For school districts, see Education Code Section 52062 (California Legislative Information);
    - **Note:** Charter schools using the LCAP as the School Plan for Student Achievement must meet the requirements of *EC* Section 52062(a).
- For COEs, see Education Code Section 52068 (California Legislative Information); and
- For charter schools, see Education Code Section 47606.5 (California Legislative Information).
- **NOTE:** As a reminder, the superintendent of a school district or COE must respond, in writing, to comments received by the applicable committees identified in the *Education Code* sections listed above. This includes the parent advisory committee and may include the English learner parent advisory committee and, as of July 1, 2024, the student advisory committee, as applicable.

Instructions

Respond to the prompts as follows:

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

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

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

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

Complete the table as follows:

Educational Partners

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

Process for Engagement

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

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

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

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

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

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

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

- For the purposes of this prompt, this may also include, but is not necessarily limited to:

    - Inclusion of a goal or decision to pursue a Focus Goal (as described below)
    - Inclusion of metrics other than the statutorily required metrics
    - Determination of the target outcome on one or more metrics
    - Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
    - Inclusion of action(s) or a group of actions
    - Elimination of action(s) or group of actions
    - Changes to the level of proposed expenditures for one or more actions
    - Inclusion of action(s) as contributing to increased or improved services for unduplicated students
    - Analysis of effectiveness of the specific actions to achieve the goal
    - Analysis of material differences in expenditures
    - Analysis of changes made to a goal for the ensuing LCAP year based on the annual update process
    - Analysis of challenges or successes in the implementation of actions

Goals and Actions

Purpose

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

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

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs must consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard, in determining whether and how to prioritize its goals within the LCAP. As previously stated, strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students, and to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard.

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

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

Requirement to Address the LCFF State Priorities

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

Respond to the following prompts, as applicable:

Focus Goal(s)

Description

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

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

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Type of Goal

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

State Priorities addressed by this goal.

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

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

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

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

Description

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

Focus goals for Equity Multiplier schoolsites must address the following:

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

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

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

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- The common issues the schoolsites are experiencing in credentialing, subject matter preparation, and retention of the school's educators, if applicable.

Type of Goal

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

State Priorities addressed by this goal.

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

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

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

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

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

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

Broad Goal

Description

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

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

Type of Goal

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

State Priorities addressed by this goal.

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

An explanation of why the LEA has developed this goal.

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

Maintenance of Progress Goal

Description

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

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

Type of Goal

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

State Priorities addressed by this goal.

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

An explanation of why the LEA has developed this goal.

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

Measuring and Reporting Results:

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

- LEAs must identify metrics for specific student groups, as appropriate, including expected outcomes that address and reduce disparities in outcomes between student groups.
- The metrics may be quantitative or qualitative; but at minimum, an LEA's LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year, as applicable to the type of LEA.
- To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant local indicator self-reflection tools within the Dashboard.
- **Required metrics for LEA-wide actions:** For each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
    - These required metrics may be identified within the action description or the first prompt in the increased or improved services section, however the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.
- **Required metrics for Equity Multiplier goals**: For each Equity Multiplier goal, the LEA must identify:
    - The specific metrics for each identified student group at each specific schoolsite, as applicable, to measure the progress toward the goal, and/or
    - The specific metrics used to measure progress in meeting the goal related to credentialing, subject matter preparation, or educator retention at each specific schoolsite.

Complete the table as follows:

Metric #

- Enter the metric number.

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Metric

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

Baseline

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

Year 1 Outcome

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

Year 2 Outcome

- When completing the LCAP for 2026–27, enter the most recent data available. Indicate the school year to which the data applies.
    - Note for Charter Schools: Charter schools developing a one-year LCAP may identify the Year 2 Outcome as not applicable when completing the LCAP for 2026–27 or may provide the Year 2 Outcome for 2026–27.

Target for Year 3 Outcome

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

Current Difference from Baseline

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

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

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

Goal Analysis:

Enter the LCAP Year.

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

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

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

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

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

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

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

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

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

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

Actions:

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

Action #

- Enter the action number.

Title

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

Description

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

Total Funds

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

Contributing

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

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

Required Actions

- LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:
    - Language acquisition programs, as defined in *EC* Section 306, provided to students, and
    - Professional development for teachers.
    - If an LEA has both 30 or more English learners and 15 or more long-term English learners, the LEA must include actions for both English learners and long-term English learners.
- LEAs eligible for technical assistance pursuant to *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, must include specific actions within the LCAP related to its implementation of the work underway as part of technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance.
- LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions within the LCAP:
    - The specific action(s) must be directed towards the identified student group(s) and/or school(s) and must address the identified state indicator(s) for which the student group or school received the lowest performance level on the 2023 Dashboard. Each student group and/or school that receives the lowest performance level on the 2023 Dashboard must be addressed by one or more actions.

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- These required actions will be effective for the three-year LCAP cycle.

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

Purpose

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

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

Statutory Requirements

An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the increase in funding it receives based on the number and concentration of unduplicated students in the LEA (*EC* Section 42238.07[a][1], *EC* Section 52064[b][8][B]; 5 *CCR* Section 15496[a]). This proportionality percentage is also known as the "minimum proportionality percentage" or "MPP." The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the identification of a Planned Percentage of Improved Services as documented in the Contributing Actions Table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

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

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

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

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LEA-wide and Schoolwide Actions

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

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

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

For School Districts Only

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

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

Requirements and Instructions

Complete the tables as follows:

Total Projected LCFF Supplemental and/or Concentration Grants

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

Projected Additional 15 percent LCFF Concentration Grant

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

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

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

LCFF Carryover — Percentage

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

LCFF Carryover — Dollar

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

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

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

Required Descriptions:

LEA-wide and Schoolwide Actions

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

If the LEA has provided this required description in the Action Descriptions, state as such within the table.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed.

An LEA demonstrates how an action is principally directed towards an unduplicated student group(s) when the LEA explains the need(s), condition(s), or circumstance(s) of the unduplicated student group(s) identified through a needs assessment and how the action addresses them. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis

Provide an explanation of how the action as designed will address the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis.

- As stated above, conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.
- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

Note for COEs and Charter Schools: In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

Limited Actions

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

If the LEA has provided the required descriptions in the Action Descriptions, state as such.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique need(s) of the unduplicated student group(s) being served identified through the LEA's needs assessment. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s)

Provide an explanation of how the action is designed to address the unique identified need(s) of the unduplicated student group(s) being served.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

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

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.
- When identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.
- For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost $165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of $165,000 by the amount of LCFF Funding identified in the Total Planned Expenditures Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Additional Concentration Grant Funding

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

An LEA that receives the additional concentration grant add-on described in *EC* Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

- An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.
- Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.

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- An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as a single-school LEA or an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.

- In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
    - The staff-to-student ratio must be based on the number of full-time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
    - The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Total Planned Expenditures Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Total Planned Expenditures Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. The word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)
- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2024–25 LCAP, 2024–25 will be the coming LCAP Year and 2023–24 will be the current LCAP Year.

Total Planned Expenditures Table

In the Total Planned Expenditures Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year**: Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant**: Provide the total amount estimated LCFF entitlement for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 *CCR* Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs.

  See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 *CCR* Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover — Percentage. ***This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.***

- **Goal #**: Enter the LCAP Goal number for the action.

- **Action #**: Enter the action's number as indicated in the LCAP Goal.

- **Action Title**: Provide a title of the action.

- **Student Group(s)**: Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.

- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services requirement; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services requirement.

- If "Yes" is entered into the Contributing column, then complete the following columns:

    - **Scope**: The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.

    - **Unduplicated Student Group(s)**: Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.

    - **Location**: Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.

- **Time Span**: Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."

- **Total Personnel**: Enter the total amount of personnel expenditures utilized to implement this action.

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- **Total Non-Personnel**: This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.
- **LCFF Funds**: Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
    - **Note:** For an action to contribute towards meeting the increased or improved services requirement, it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds**: Enter the total amount of Other State Funds utilized to implement this action, if any.
    - **Note:** Equity Multiplier funds must be included in the "Other State Funds" category, not in the "LCFF Funds" category. As a reminder, Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the ELO-P, the LCRS, and/or the CCSPP. This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LEA's LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.
- **Local Funds**: Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds**: Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds**: This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services**: For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
    - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

      For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost $165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating

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to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of $165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the 'Contributing to Increased or Improved Services?' column will need to be checked to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures**: Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the 'Contributing to Increased or Improved Services?' column to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated based on the number and concentration of unduplicated students in the current school year.

- **Estimated Actual Expenditures for Contributing Actions**: Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.

- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).

    - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been $169,500 due to a cost of living adjustment. The LEA

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would divide the estimated actual cost of $169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant**: Provide the total amount of estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 *CCR* Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs. See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 *CCR* Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- **4. Total Planned Contributing Expenditures (LCFF Funds)**
    - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column.
- **5. Total Planned Percentage of Improved Services**
    - This percentage is the total of the Planned Percentage of Improved Services column.
- **Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)**
    - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

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Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display "Not Required."

- **6. Estimated Actual LCFF Supplemental and Concentration Grants**
    - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- **4. Total Planned Contributing Expenditures (LCFF Funds)**
    - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds).
- **7. Total Estimated Actual Expenditures for Contributing Actions**
    - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds).
- **Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)**
    - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4).
- **5. Total Planned Percentage of Improved Services (%)**
    - This amount is the total of the Planned Percentage of Improved Services column.
- **8. Total Estimated Actual Percentage of Improved Services (%)**
    - This amount is the total of the Estimated Actual Percentage of Improved Services column.
- **Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)**
    - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8).

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LCFF Carryover Table

- **10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 plus Carryover %)**
    - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- **11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)**
    - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- **12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)**
    - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

      The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.
- **13. LCFF Carryover — Percentage (12 divided by 9)**
    - This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education
November 2023

Local Control and Accountability Plan (LCAP) Action Tables Template

Developed by the California Department of Education, July 2023

2024-2025 Total Planned Expenditures Table

LCAP Year (Input)	1. Projected LCFF Base Grant (Input Dollar Amount)	2. Projected LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Input Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)
2024-2025	$ 2,957,635	$ 757,184	25.601%	20.462%	46.063%

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	$ 1,426,844	$ 1,033,536	$ 10,000	$ -	$ 2,470,379.21	$ 1,413,720	$ 1,056,659

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
1	1.1	Academic Assessment and Progress Monitoring	All students	Yes	LEA-wide		The charter school/LEA	Ongoing	$ 45,315	$ 42,116	$ 50,062	$ 37,368	$ -	$ -	$ 87,431	0.000%
1	1.2	Academic Supports	All students	Yes	LEA-wide	All	The charter school/LEA	Ongoing	$ 596,135	$ 313,444	$ 444,133	$ 465,447	$ -	$ -	$ 909,579	0.000%
1	1.3	Materials, Curriculum, & Supplies	All students	No	LEA-wide		The charter school/LEA	Ongoing		$ 279,616	$ 279,616	$ -	$ -	$ -	$ 279,616	0.000%
1	1.4	Professional Development to Promote Academic Excellence	All students	Yes	LEA-wide	All	The charter school/LEA	Ongoing	$ 52,020	$ 40,000	$ 92,020		$ -	$ -	$ 92,020	0.000%
1	1.5	Safe and Secure Facilities	All students	No	LEA-wide		The charter school/LEA	Ongoing	$ 128,190	$ 31,500	$ 23,438	$ 136,252	$ -	$ -	$ 159,690	0.000%
1	1.6	Supports for English Learners	English learners	Yes	Limited	English Learners	The charter school/LEA	Ongoing	$ 119,644	$ 15,000	$ 76,404	$ 58,240	$ -	$ -	$ 134,644	0.000%
1	1.7	Additional Supports for Long-term English Learners	English learners	Yes	Limited	English Learners	The charter school/LEA	Ongoing	$ 20,253	$ 13,000	$ 33,253	$ -	$ -	$ -	$ 33,253	0.000%
1	1.8	Supports for Students with Disabilities	Students with disabilities	No	LEA-wide		The charter school/LEA	Ongoing	$ 122,742	$ 157,107	$ -	$ 279,849	$ -	$ -	$ 279,849	0.000%
1	1.9	Supports for Homeless and/or Foster Youth	Homeless & foster youth English learners	Yes	LEA-wide	English Learners and Foster Youth	The charter school/LEA	Ongoing	$ 13,201	$ 6,000	$ 13,201	$ 6,000	$ -	$ -	$ 19,201	0.000%
2	2.1	Parent Engagement Activities	All students	Yes	LEA-wide		The charter school/LEA	Ongoing	$ 21,789	$ 7,000	$ 28,789	$ -	$ -	$ -	$ 28,789	0.000%
2	2.2	Parent Communication Activities	All students	Yes	LEA-wide		The charter school/LEA	Ongoing	$ 17,244	$ 25,000	$ -	$ 42,244	$ -	$ -	$ 42,244	0.000%
3	3.1	Community Engagement	All students	Yes	LEA-wide	Low-Income	The charter school/LEA	Ongoing	$ 21,789	$ 3,700	$ 25,489	$ -	$ -	$ -	$ 25,489	0.000%
3	3.2	School Culture Activities	All students	Yes	LEA-wide		The charter school/LEA	Ongoing	$ 136,616	$ 50,677	$ 169,158	$ 8,135	$ 10,000	$ -	$ 187,293	0.000%
3	3.3	Supports for Student Attendance and Engagement	All students	Yes	LEA-wide	All	The charter school/LEA	Ongoing	$ 36,479	$ 2,097	$ 38,576	$ -	$ -	$ -	$ 38,576	0.000%
3	3.4	Supports for Student Behavior and Wellbeing	All students	Yes	LEA-wide	All	The charter school/LEA	Ongoing	$ 82,302	$ 70,402	$ 152,704	$ -	$ -	$ -	$ 152,704	0.000%

2024-2025 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
$ 2,957,635	$ 757,184	25.601%	20.462%	46.063%	$ 1,123,790	0.000%	37.996%	**Total:**	$ 1,123,790
								LEA-wide Total:	$ 1,014,133
								Limited Total:	$ 109,657
								Schoolwide Total:	$ 1,014,133

Goal #	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.1	Academic Assessment and Progress Monit	Yes	LEA-wide	0	The charter school/LEA	$ 50,062	0.000%
1	1.2	Academic Supports	Yes	LEA-wide	All	The charter school/LEA	$ 444,133	0.000%
1	1.4	Professional Development to Promote Acad	Yes	LEA-wide	All	The charter school/LEA	$ 92,020	0.000%
1	1.6	Supports for English Learners	Yes	Limited	English Learners	The charter school/LEA	$ 76,404	0.000%
1	1.7	Additional Supports for Long-term English L	Yes	Limited	English Learners	The charter school/LEA	$ 33,253	0.000%
1	1.9	Supports for Homeless and/or Foster Youth	Yes	LEA-wide	English Learners and Foster Youth	The charter school/LEA	$ 13,201	0.000%
2	2.1	Parent Engagement Activities	Yes	LEA-wide	0	The charter school/LEA	$ 28,789	0.000%
2	2.2	Parent Communication Activities	Yes	LEA-wide	0	The charter school/LEA	$ -	0.000%
3	3.1	Community Engagement	Yes	LEA-wide	Low-Income	The charter school/LEA	$ 25,489	0.000%
3	3.2	School Culture Activities	Yes	LEA-wide	0	The charter school/LEA	$ 169,158	0.000%
3	3.3	Supports for Student Attendance and Engag	Yes	LEA-wide	All	The charter school/LEA	$ 38,576	0.000%
3	3.4	Supports for Student Behavior and Wellbeii	Yes	LEA-wide	All	The charter school/LEA	$ 152,704	0.000%

2023-2024 Annual Update Table

Totals:	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Actual Expenditures (Total Funds)
Totals:	$ 146,500.00	$ 983,160.99

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1	Staff Development & Support	Yes	$ 27,600	$ 100,774
1	2	Teammate Retention	No	$ 3,450	$ 10,074
1	3	Coaching & Support	Yes	$ 12,000	$ 62,168
1	4	Intervention & Acceleration	Yes	$ 27,600	$ 167,924
1	5	Assessments & Programs	Yes	$ 2,070	$ 280,488
1	6	Library	Yes	$ 1,000	$ 700
1	7	College and Career Planning	Yes	$ 1,000	$ 1,000
1	8	Materials for Hybrid Learning	Yes	$ 3,450	$ 5,000
2	1	MTSS & PBIS	Yes	$ 1,000	$ 160,202
2	2	Assemblies	No	$ 1,000	$ 1,000
2	3	Team Building	No	$ 1,000	$ 1,000
2	4	Engagement Activities	No	$ 1,380	$ 5,165
2	5	Communication	No	$ 1,000	$ 1,000
2	6	Student Mental Health	Yes	$ 3,450	$ 3,596
2	7	Safety Materials	No	$ 1,000	$ 1,000
2	8	School Themed Materials	No	$ 10,350	$ 6,818
2	9	Facility Safety	No	$ 3,450	$ 5,000
2	10	Wellness Counselor or Behavior Therapist	Yes	$ 15,000	$ 80,783
2	11	Telehealth Wellness Programs	Yes	$ 1,000	$ 1,000
2	12	SART Training & Support	Yes	$ 1,000	$ 17,066
2	13	Safety Material for Hybrid Learning	No	$ 1,000	$ 1,000
3	1	Parent Workshops	Yes	$ 1,000	$ 13,900
3	2	Bilingual Community Coordinator	Yes	$ 1,000	$ 14,782
3	3	Community Partnerships	No	$ 1,000	$ 1,260
3	4	Family Access to Hybrid Instruction	No	$ 1,000	$ 500
4	1	Student Devices	No	$ 10,350	$ 16,302
4	2	Software for Students	No	$ 6,900	$ 16,658
4	3	Tech Training	No	$ 1,000	$ 1,000
4	4	Tech Purchase	No	$ 3,450	$ 5,000
4	5	Software for Safety Guidelines	No	$ 1,000	$ 1,000

2023-2024 Contributing Actions Annual Update Table

6. Estimated Actual LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Actual Percentage of Improved Services (%)	Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
$ 732,128	$ 98,170	$ 909,383	$ (811,213)	0.000%	0.000%	0.000% - No Difference

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1	Staff Development & Support	Yes	$ 27,600	$ 100,774	0.000%	0.000%
1	3	Coaching & Support	Yes	$ 12,000	$ 62,168	0.000%	0.000%
1	4	Intervention & Acceleration	Yes	$ 27,600	$ 167,924	0.000%	0.000%
1	5	Assessments & Programs	Yes	$ 2,070	$ 280,488	0.000%	0.000%
1	6	Library	Yes	$ 1,000	$ 700	0.000%	0.000%
1	7	College and Career Planning	Yes	$ 1,000	$ 1,000	0.000%	0.000%
1	8	Materials for Hybrid Learning	Yes	$ 3,450	$ 5,000	0.000%	0.000%
2	1	MTSS & PBIS	Yes	$ 1,000	$ 160,202	0.000%	0.000%
2	6	Student Mental Health	Yes	$ 3,450	$ 3,596	0.000%	0.000%
2	10	Wellness Counselor or Behavior Therapist	Yes	$ 15,000	$ 80,783	0.000%	0.000%
2	11	Telehealth Wellness Programs	Yes	$ 1,000	$ 1,000	0.000%	0.000%
2	12	SART Training & Support	Yes	$ 1,000	$ 17,066	0.000%	0.000%
3	1	Parent Workshops	Yes	$ 1,000	$ 13,900	0.000%	0.000%
3	2	Bilingual Community Coordinator	Yes	$ 1,000	$ 14,782	0.000%	0.000%

2023-2024 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
$ 2,857,083	$ 732,128	26.67%	52.292%	$ 909,383	0.000%	31.829%	$ 584,628.63	20.462%

A0705986

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

AUG 11 2010

RESTATED ARTICLES OF INCORPORATION OF OAKLAND CHARTER ACADEMY, INC.

The undersigned certify that:

1. They are the President and the Secretary of Oakland Charter Academy, Inc., a California nonprofit public benefit corporation (the "Corporation").

2. The Articles of Incorporation of the Corporation are amended and restated to read in full as follows:

I.

The name of the Corporation shall be Amethod Public Schools.

II.

The Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes. The specific purposes for which this Corporation is organized are to manage, operate, guide, direct and promote one or more California public charter schools.

The Corporation is organized and operated exclusively for educational and charitable purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code or the corresponding provision of any future United States Internal Revenue Law. Notwithstanding any other provision of these articles, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation. The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

III.

All corporate property is irrevocably dedicated to the purposes set forth in the second article above. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to any of its

COPY

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: DEC 10 1997

OAKLAND CHARTER ACADEMY INC
4703 TIDEWATER AVE
OAKLAND, CA 94601-4910

Employer Identification Number:
94-3185735
DLN:
17053296027007
Contact Person:
EO CUSTOMER SERVICE
Contact Telephone Number:
(213) 894-2289
Accounting Period Ending:
June 30
Form 990 Required:
Yes
Addendum Applies:
Yes

RECEIVED
DEC 12 1997
BY:

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section ~~501(a)~~ of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(ii).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than $25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally $25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of $20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed $10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding $1,000,000 in any year, the penalty is $100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding $1,000,000 shall not exceed $50,000. This penalty may also be charged if a return is not complete, so be sure your return is complete before you file it.

You are required to make your annual return available for public inspection for three years after the return is due. You are also required to make available a copy of your exemption application, any supporting documents, and this exemption letter. Failure to make these documents available for public inspection may subject you to a penalty of $20 per day for each day there is a failure to comply (up to a maximum of $10,000 in the case of an annual return).

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

OAKLAND CHARTER ACADEMY INC

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

Steven A. J...

District Director

Enclosure(s):
Addendum

OAKLAND CHARTER ACADEMY INC

Addendum

Unless you are an instrumentality of a state or a political subdivision of a state, or otherwise specifically excepted, you are liable for the social security and medicare taxes under the Federal Insurance Contributions Act (FICA) on renumeration of $100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act.

If you are a wholly-owned instrumentality of a state or political subdivision of a state, you are liable for FICA taxes with regard to services included under an agreement entered into under section 218 of the Social Security Act. (For information in this regard, you may contact your state social security administrator). Wages of any employees not covered under a section 218 agreement, but who were hired after March 31, 1986, are subject to the medicare portion of the FICA taxes. Finally, with regard to services performed after July 1, 1991, the wages of any employees not covered under a section 218 agreement and who are not members of a retirement system of the state, political subdivision, or instrumentality, are subject to the social security and medicare taxes.

Any questions you may have concerning your liablity for FICA or FUTA taxes should be addressed to the Internal Revenue Service, Office of the Associate Chief Counsel (Employee Benefits and Exempt Organizations), CC:EBEO, Room 5213, P. O. Box 7604, Ben Franklin Station, Washington, D.C. 20044.

AMPS

HONOR HARD WORK

(AMENDED)
BYLAWS OF
AMETHOD PUBLIC SCHOOLS
(Formerly Oakland Charter Academy)
A California Nonprofit Public Benefit Corporation

Amended by
The Board of Directors
January 18, 2023

Adopted by
The Board of Directors
June 16, 2006

AMPS

HONOR HARD WORK

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AMPS

HONOR HARD WORK

BYLAWS OF

AMETHOD PUBLIC SCHOOLS

(Amendment Date: January 18, 2023)
A California Nonprofit Public Benefit Corporation

ARTICLE I
NAME

Section 1. NAME. The name of this corporation is Amethod Public Schools, a California Nonprofit Public Benefit Corporation ("Corporation"), (formerly Oakland Charter Academy, Inc.).

ARTICLE II
PRINCIPAL OFFICE OF THE CORPORATION

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of the Corporation shall be within the City of Oakland, Alameda County, California. The Board of Directors of the Corporation ("Board") may change the location of the principal office. Any such change of location must be noted by the Secretary of the Board; alternatively, this Section may be amended to state the new location.

Section 2. OTHER OFFICES OF THE CORPORATION. The Board may, at any time, establish branch or subordinate offices at any place or places where the Corporation is qualified to conduct its activities.

ARTICLE III
GENERAL AND SPECIFIC PURPOSES

Section 1. GENERAL PURPOSE AND SPECIFIC PURPOSES. The Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Corporation law of California for public and charitable purposes. The specific purposes for which this Corporation is organized are to manage, operate, guide, direct and promote one or more California public charter schools ("Charter Schools").

The Corporation is organized and operated exclusively for educational and charitable purposes pursuant to and within the meaning of Section 501 (c) (3) of the Internal Revenue Code or the corresponding provision of any future United States Internal Revenue law. Notwithstanding any other provision of these articles, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation. The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under Section 50l(c) (3) of the Internal Revenue code, or the corresponding section of any future federal tax code; or (b) by a corporation, contributions to which are deductible under Section 170(c) (2) of the Internal Revenue Code, or the

corresponding section of any future federal tax code.

ARTICLE IV
DEDICATION AND DISTRIBUTION OF ASSETS

Section 1. DEDICATION OF ASSETS. The Corporation's assets are irrevocably dedicated to public benefit and/or charitable purposes. No part of the net earnings, properties, or assets of the Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any Director or officer of the Corporation.

Section 2. DISTRIBUTION OF ASSETS UPON DISSOLUTION. Upon dissolution or winding up of the Corporation, its assets remaining after payment of all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for educational, public or charitable purposes and which has established it tax exempt status under section 501(c)(3) of the Internal revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for public purposes. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for educational, public or charitable purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such educational, public or charitable purposes.

ARTICLE V
CORPORATION WITHOUT MEMBERS

Section 1. CORPORATION WITHOUT MEMBERS. The Corporation shall have no "members" as that term is used in the California Nonprofit Public Benefit Corporation Law. All rights, which would otherwise vest in the members, shall vest in the Board.

ARTICLE VI BOARD OF DIRECTORS

Section 1. GENERAL POWERS. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law, the Articles of Incorporation of the Corporation, these Bylaws. The Charter Schools Act of 1992, and any other applicable laws, the Corporation's activities, business, and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board, except as provided in Section 3 hereof. The Board may not delegate the responsibilities of budget approval or approval of fiscal and performance audits.

Section 2. SPECIFIC POWERS. Without prejudice to the general powers set forth in Section 1 above, but subject to the same limitations, the Board shall have the power to:

a. To select and remove, at the pleasure of the Board, the Chief Executive Officer ("CEO"), and

his/her subordinates, prescribe powers and duties for him/her, as may be consistent with law, the Articles of Incorporation, and these Bylaws; to fix his/her compensation and to require from her/him security for faithful performance.

b. To conduct, manage, and control the affairs and activities of the Corporation and to make such rules and regulations for this purpose, consistent with law, the Articles of Incorporation, and these Bylaws, as it deems best;

c. Fix the compensation for corporate officers and employees; and to require from them security for faithful service;

d. To adopt, make and use a corporate seal, and alter the form of the seal from time to time, as it deems best;

e. To borrow money and incur indebtedness on behalf of the Corporation, and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, debentures, bonds, deeds of trust, mortgages, hypothecations, pledges, and other evidence of debt or securities;

f. To act as trustee under any trust incidental to the principal object of the Corporation, and to receive, hold, administer, exchange and expend funds and property to such trust;

g. To acquire by purchase, exchange, lease, gift, devise, bequest, and to hold, improve, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of real personal property;

h. To assume any obligations, enter into any contracts or other instruments, and do any and all other things incidental or expedient to the attainment of any corporate purpose.

1. To carry out such other duties as are described in the Charter of each school.

Section 3. DELEGATION OF MANAGEMENT. The Board may delegate the management of the Corporation's activities to any person or persons, management company, or committees, however composed, provided the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. No assignment, referral, or delegation of authority by the Board or anyone acting under such delegation shall preclude the Board from exercising full authority over the conduct of the Corporation's activities, and the Board may rescind any such assignment, referral, or delegation at any time.

Section 4. NUMBER OF DIRECTORS. The authorized number of Directors shall be no less than five (5) and no more than eleven (11), with the exact number to be fixed by the Board by resolution from time to time.

Section 5. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. No more than 49 percent of the persons serving on the Board may be interested persons. An interested person is:

a. Any person compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Director as Director; and/or

b. Any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in- law, daughter-in-law, mother-in-law, or father-in-law of such person.

The Board may adopt other policies circumscribing potential conflicts of interest.

Section 6. NOMINATIONS BY COMMITTEE. In the event that there is a vacancy pursuant to Section 9 below, the Chair, will appoint an ad hoc advisory committee to nominate qualified candidates for election to the Board ("Nominating Committee"), which in turn will select a Chairman of the committee. The Nominating Committee's shall not be less than three (3) members and its duties are as follows:

(1) Identify a need/priority for the Corporation based on the Board composition and the expertise need described in Section 4 herein;

(2) Review every candidate(s) thoroughly, including meeting the candidate(s) in person, at which meeting a majority of the Nominating Committee is present;

(3) Vote as a majority to move the candidate(s) forward; if there is no majority then the candidate(s) cannot move forward.

(4) Schedule a meeting between the candidate(s) and the CEO; the meeting shall occur no later than thirty (30) days after the candidate(s) meets with the Nominating Committee;

(5) The candidate(s) who is voted to move forward shall attend a board meeting and meet the current Board Members;

(6) The Nominating Committee shall make an oral presentation on the candidate(s) to the Board at a regularly scheduled meeting.

Section 7. TERM OF OFFICE. Each Director shall hold office for a term of four (4) years or until the Director's death, removal, or resignation, and until a successor Director has been designated and qualified. Upon completion of an initial four (4) year term, each Director may serve one (1) additional four (4) term, subject to approval by a majority of the Board of Directors. No Directors shall serve in excess of two (2) consecutive terms, except as set forth herein. Nothing shall prevent a former Director from rejoining the Board as long as that Director has not been a member of the Board with the preceding twelve months.

Section 8. BOARD ROSTER. The Secretary shall maintain and update the Board roster as necessary after each election. Any director who is elected on or before June 30 shall be treated as though elected January

l of that year for the purpose of term limits. Any Director who is elected after June 30 of a given year shall be treated as though elected in January of the following year, effectively giving that Director up to an additional six months during the Director's first term.

Section 9. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board of Directors shall occur in the event of:

The death, resignation, or removal of any Director;

The declaration by Board resolution of a vacancy of the office of a Director who has been declared of unsound mind by an order of court or convicted of a felony or found by final order or judgment of any court to have breached a duty under California Non -Profit Public Benefit Corporation Law, Chapter 2, Article 3; or found to have neglected or violated his or her duties and responsibilities provided that notice of that meeting at which vote is taken and of the removal questions are given to each member of the Board and to the Director subject to the removal questions are given at least 10 days prior to the meeting. Any vacancy caused by the removal of a Director shall be filled as provided in these Bylaws.

Any Director who does not attend three (3) successive board meetings will automatically be removed from the Board without Board resolution unless the Director suffers from an illness or disability that prevents him or her from attending meetings and the Board adopts a resolution waiving the automatic removal procedure of this subsection. A Director that has been removed from the Board pursuant to this subsection may be reinstated as a Director by resolution of the Board if the Director's seat on the Board remains vacant.

Section 10. RESIGNATION OF DIRECTORS. Except as provided below, any Director may resign by giving oral or written notice to the Chairman of the Board, or to the Secretary of the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If oral notice is given, confirmation of the resignation will be confirmed in writing by the Chairman of the Board within 72 hours of receiving oral notice. If a Director's resignation is effective at a later time, the Board may elect a successor to take office as of the date when the resignation becomes effective.

Section 11. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except on notice to the California Attorney General, no Director may resign if the Corporation would be left without a duly elected director or directors.

Section 12. NO REMOVAL ON REDUCTION OF NUMBER OF DIRECTORS. No reduction of the authorized number of Directors shall have the effect of removing any Director before that Director's term of office expires unless the reduction also provides for the removal of that specified Director in accordance with these Bylaws and California Nonprofit Corporation Law.

Section 13. REMOVAL OF DIRECTORS. Any Director, other than a representative chosen by a chartering authority, may be removed, with or without cause, by the vote of the majority of the members of the entire Board at a special meeting called for that purpose, or at a regular meeting, provided that notice of that

meeting and of the removal questions are given in compliance with the provisions of the Ralph M. Brown Act (Chapter 9 [commencing with Section 54950] of Division 2 of Title 5 of the Government Code). Any vacancy caused by the removal of a Director shall be filled as provided by the Bylaws. If a chartering authority has appointed a representative to the Board pursuant to Education Code Section 47604(c), the governing Board of the chartering authority may remove that Director at any time, with or without cause.

Section 14. VACANCIES FILLED BY BOARD. Vacancies on the Board may be filled by approval of the Board of Directors or, if the number of Directors then in office is less than a quorum, by:

(a) the unanimous consent of the Directors then in office;

(b) the affirmative vote of a majority of the Directors then in office at a meeting held according to notice or waivers of notice complying with Corporations Code Section 5211; or

(c) a sole remaining Director.

Section 15. COMPENSATION AND REIMBURSEMENT. Directors shall serve without compensation except that they shall be allowed reasonable advancement or reimbursement of actual reasonable expenses incurred in carrying out his or her duties. Directors shall not otherwise be compensated.

Section 16. NON-LIABILITY OF DIRECTORS. No Director shall be personally liable for the debts, liabilities, or other obligations of the Corporation.

Section 17. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS. The Corporation and the Board shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

ARTICLE VII
MEETINGS OF THE BOARD OF DIRECTORS

Section 1. LOCATION OF BOARD OF DIRECTORS MEETINGS. The Board may designate that a meeting be held at any place within the physical boundaries of the county in which the greatest number of pupils enrolled in Amethod Public Schools reside. All meetings of the Board shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, *et seq.*, as said chapter may be modified by subsequent legislation and Education Code Section 47604.1.

1.1. Meetings by Telephone or Similar Communication Equipment. A teleconference meeting is a meeting in which one or more Directors attend the meeting from a remote location via telephone or other electronic means, transmitting audio or audio/video. Any meeting may be held by conference telephone or other communications equipment permitted by California Nonprofit Corporation Law, and all

Directors shall be deemed to be present in person at such meetings as long as all Directors participating in the meeting can communicate with one another and all other requirements of California Nonprofit Corporation Law are satisfied. Such meeting must also be noticed and conducted in compliance with Section 54953(b) of the Brown Act, including without limitation the following:

(a) At a minimum, a quorum of the Board shall participate in the teleconference meeting from within the physical boundaries of the county in which the greatest number of pupils enrolled in Amethod Public Schools reside;

(b) All votes taken during a teleconference meeting shall be by roll call;

(c) The Board shall post agendas at all teleconference locations with each such location being identified in the notice and agenda of the meeting;

(d) All locations where a Director participates in a teleconference meeting must be fully accessible to members of the public and shall be listed on the agenda .

(e) Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board directly at each teleconference location; and

(f) The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.

Section 2. ANNUAL MEETINGS. Pursuant to sufficient notice, the Board shall hold an annual meeting for the purposes of organization, selection of directors and officers, and the transaction of other business.

Section 3. REGULAR MEETINGS. Regular meetings of the Board shall be held at regularly scheduled times as established by the majority of the Board, unless otherwise noted. Such meeting shall comply with the notice and open meeting requirements of the Brow Act (Govt. Code section 5490, *et seq.)* and Education Code Section 47604.1.

Section 4. SPECIAL MEETINGS. Special meetings of the Board for any purpose may be called at any time by the Chair of the Board, if there is such an officer, the Vice-Chair, the Secretary, or any two Directors. The party calling a special meeting shall determine the place, date, and time thereof.

Section 5. NOTICE OF MEETINGS.

5.1. Notice of Regular or Annual Meetings. At least seventy-two (72) hours before an annual meeting or a regular meeting, the Board, or its designee, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed

in closed session. A brief general description of an item generally need not exceed twenty (20) words. The agenda shall specify the time and location of the meeting and shall be posted in a location that is freely accessible to members of the public, as well as on either the Corporation's or the charter school's website homepage with a prominent and direct link. The posting of the agenda and the contents of the agenda shall be in accordance with Section 54954.2 of the Brown Act. No action or discussion shall be undertaken at any annual or regular meeting on any item not appearing on the posted agenda, except as set forth in Section 54954.2 of the Brown Act.

5.2. Notice of Special Meetings.

5.2.1 Manner of Giving Notice. Notice of the time and place of all regular and special meetings shall be given to each Director by one of the following methods:

(a) Personal Delivery of written notice;

(b) First-class mail, postage paid;

(c) Telephone, including a voice messaging system or other system or technology designed to record and communicate messages; or

(d) Facsimile, electronic mail ("e-mail") or other means of electronic transmission if the recipient has consented to accept notices in this manner.

All such notices shall be given or sent to the Director's address, phone number, facsimile number or e-mail address as shown on the records of the Corporation.

Notice of the time and place of all regular and special meetings shall be given to members of the public in the following ways:

(a) Posting on the Corporation's website homepage with a prominent and direct link;

(b) Posting in a location freely accessible location within the charter schools' jurisdiction to members of the public .

5.2.2. Time Requirements. Notices of special meetings of the Board sent by first-class mail shall be deposited in the United States mail at least 72 hours before the time set for the meeting. Notices given by personal delivery, telephone, or electronic transmission shall be delivered, telephoned, or transmitted at least twenty four (24) hours before the time set for the meeting. In addition to the foregoing, notice of the meeting shall comply with Section 54956 of the Brown Act, and the call of the meeting and notice shall also be posted at least twenty four (24) hours prior to the special meeting in a location within the charter schools' jurisdiction that is freely accessible to members of the public and on the Corporation's website homepage with a prominent and direct link.

5.2.3. Notice of Content. The call and notice of a special meeting of the Board shall state the time and place of the special meeting and the business to be transacted or discussed. No other business

shall be considered at the special meeting. The notice of a special meeting shall comply with the requirements for special meetings set forth in The Brown Act.

Section 6. EMERGENCY MEETINGS. If there is an "emergency situation," as defined in Section 54956.5 of the Brown Act, involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with either the 24 hour posting requirement of Section 54956 of the Brown Act or both of the notice and posting requirements. The emergency meeting must be noticed and held in compliance with Section 54956.5 of the Brown Act.

Section 7. QUORUM AND ACTION OF THE BOARD.

7.1. **Quorum.** A majority of the voting Directors then in office shall constitute a quorum for the transaction of business, except adjournment.

7.2. **Minimum Vote Requirements for Valid Board Action.** Every action taken or decision made by a majority vote of the Directors then in office at a duly held meeting at which a quorum is present shall be the act of the Board, unless a greater number is expressly required by California Nonprofit Corporation Law, the Articles of Incorporation or these Bylaws. A meeting at which a quorum is initially present but due to the withdrawal of Directors, is no longer present, may not transact business; those Directors present may either: (a) elect to continue as a committee; or (b) adjourn to a future date. Directors may not vote by proxy.

Section 8. WAIVER OF NOTICE. Notice of a meeting need not be given to any Director who, either before or after the meeting, signs a waiver of notice, a written consent to the holding of the meeting, or an approval of the minutes of the meeting. The waiver or notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings. Notice of a meeting need not be given to any Director who attends the meeting and does not protest, before or at the commencement of the meeting, the lack of notice to him or her.

Section 9. ADJOURNMENT. A majority of the Directors present, whether or not a quorum is present, may adjourn any Board of Directors meeting to another time or place. If a meeting is adjourned for more than twenty-four (24) hours, notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the Directors who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable public open meeting law.

Section 10. CONFLICT OF INTEREST.

a) Contracts with Directors: The Corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor shall the Resolute Academy enter not any contract or transaction with any other corporation, firm association, or other entity in which one or more of the Corporation's directors are directors and have a material financial interest.)

b) Contracts with Non-Director Designated Employees: The Corporation shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest in compliance with Government Code Section 1090, et seq., as set forth in Education Code Section 47604.1, unless all of the requirements in the Corporation's Conflict of Interest Code have been fulfilled.

Section 11. STANDARD OF CARE. A Director shall perform all duties of a Director, including duties as a member of any committee of the Board on which the Director may serve, in good faith, in a manner the Director believes to be in the best interests of the Corporation and with such care, including the duty to make reasonable inquiries, as an ordinarily prudent person in a like situation would use under similar circumstances.

In performing the duties of a Director, a Director may rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

a. One or more officers or employees of the Corporation whom the Director believes to be reliable and competent in the matters presented;

b. Legal counsel, independent accountants or other persons as to matters that the Director believes to be within such person's professional or expert competence; or

c. A committee of the Board upon which the Director does not serve as to matters within its designated authority, provided the Director believes that the committee merits confidence and the Director acts in good faith, after reasonable inquiry when the need therefore is indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.

Except with respect to assets that are directly related to the Corporation's charitable programs, the Board shall avoid speculation in investing, reinvesting, purchasing, acquiring, exchanging, selling and managing the Corporation's investments. Instead, the Board is to consider the permanent disposition of funds, the probable income, the probable safety of the Corporation's capital, and is to comply with the express terms of the instrument or agreement, if any, pursuant to which the assets were contributed to the Corporation.

Section 12. CONDUCT OF MEETINGS. Meetings of the Board shall be presided over by the Chair, or, if there is no Chair or the Chair is absent, the Vice-Chair or, in the absence of each of these persons, by a chair of the meeting, chosen by a majority of the Directors present at the meeting. The Secretary shall act as secretary of all meetings of the Board, provided that, if the Secretary is absent, the presiding officer shall appoint another person to act as secretary of the meeting. Meetings shall be governed by rules of procedure as may be determined by the Board from time to time, insofar as such rules are not inconsistent with or in conflict with these Bylaws, with the Articles, or with any provisions of law applicable to the Corporation.

Section 13. RULES OF PROCEDURE. All meetings of the Board and of the committees shall be conducted in accordance with Robert's Rules of Order.

Section 14. LOANS TO DIRECTORS ND OFFICERS. The Corporation shall not lend any money or property to, or guarantee the obligation of any Director or officer without the approval of the California Attorney General; provided, however that the Corporation may advance money to a Director or officer of the Corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that Director or officer would be entitled to reimbursement for such expenses by the Corporation.

Section 15. TRAINING. Every Director who has not previously served on the Corporation's Board must commence attendance at a comprehensive, authorized training(s) regarding Board governance within 12 months of joining the Board as a Director.

ARTICLE VIII
COMMITTEES

Section 1. CREATION AND COMPOSITION OF COMMITTEES. The Board may, by resolution adopted by a majority of the Directors then in office, create one or more Board Committees ("Committees"), each consisting of two or more Directors, and no persons who are not Directors, to serve at the discretion of the Board. Any two Committees or any particular duties of a Committee may be combined, in the interest of efficiency or management. Unless otherwise directed by the Board, Committees are empowered only to consider and make recommendations upon matters referred to them by the Board. All Committees shall be composed of at least one board member. By majority vote of the Committee members, each committee shall elect one of its members who are also Board members to act as chair of the committee. Any Committee, to the extent provided in the resolution of the Board and allowed by law, may be given the authority of the Board except that no Committee may:

(a) approve any action for which the California Nonprofit Corporation Law also requires approval of the members or approval of a majority of all members;

(b) fill vacancies on the Board or in any Committee which has the authority of the Board;

(c) fix compensation of the Director for serving on the Board or on any Committee·

(d) amend or repeal any resolution of the board which by its express terms is not so amendable or repealable;

(e) appoint any other Committees or the members of these Committees;

(f) expend corporate funds to support a nominee for Director after more person have been nominated than can be elected; or

(g) approve any transaction (i) between the Corporation and one or more of its Director or

between the Corporation and any entity in which one or more of its directors have a material financial interest.

To facilitate the consideration and management of the Corporation under the Charter and as a corporate legal entity, the following Committee may be created as set forth within this section:

a. Executive Committee. The Executive Committee shall have the power to act in all matters pertaining to the Corporation, as directed by the Board, and working in concert with the goals established by the committees, shall determine the Corporation's short-range and long-range goals. The Executive Committee shall review annually the conditions of employment of the Chief Executive Officer or Principal. The Executive Committee shall be composed of the Chair, Vice- Chair and such other members of the Board as the Board may elect.

b. Audit Committee: The Corporation shall have an audit committee consisting of at least one Director and may include nonvoting advisors. Directors who are employees or officers of the Corporation or who receive, directly or indirectly in any consulting, advisory or other compensatory fee from the Corporation (other than for service as a Director) may not serve on audit committee. The audit committee shall perform the duties and adhere to the guidelines set forth in the audit committee description as amended from time to time by the board. Such duties include:
(I) Assisting the Board in choosing an auditor, if necessary; (2) Negotiating the auditor's compensation; (3) Conferring with the auditor regarding the Corporation's financial affairs; and (4) Reviewing and accepting or rejecting the audit.

c. Finance Committee: The Board Chair shall select the chair of the finance committee. The Treasurer should be a member of the committee. The Finance Committee shall be responsible for developing, recommending, and reviewing fiscal procedures, for the preparation and review of financial reports and projections of revenues and expenses, subject to approval by the board.

d. Other Committees of the Board: Other committees may, from time to time, be designated by resolution of the Board. Such other Committees may consist of persons who are not also members of the board. These additional Committees shall act in an advisory capacity only to the board and shall be clearly titled "advisory" committees.

Section 2. MEETINGS AND ACTION OF COMMITTEES. Meetings and action of Committees shall be governed by, and held and taken in accordance with, the provisions of Article VIII concerning meetings of Directors, with such changes in the context of Article VIII as are necessary to substitute the Committee and its members for the Board and its members, except that the time for regular meetings of Committees may be determined by resolution of the Board, and special meetings of Committees may also be called by resolution of the Board. Minutes shall be kept of each meeting of any Committee and shall be filed with the corporate records. The Committee shall report to the Board from time to time as the Board may require. The Board may adopt rules for the governance of any Committee not inconsistent with the provisions of these Bylaws. In the absence of rules adopted by the Board, the Committee may adopt such rules.

Section 3. QUORUM RULES FOR COMMITTEES. A majority of the Committee members shall

constitute a quorum for the transaction of Committee business, except to adjourn. A majority of the Committee members present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Every act taken or decision made by a majority of the Committee members then in office at a meeting duly held at which a quorum is present shall be regarded as an act of the Committee, subject to the provisions of the California Nonprofit Corporation Law relating to actions that require a majority vote of the entire Board. Each Committee will hold its meetings in compliance with the Brown Act.

Section 4. REVOCATION OF DELEGATED AUTHORITY. The Board may, at any time, revoke or modify any or all of the authority that the Board has delegated to a Committee, increase or decrease (but not below two) the number of members of a Committee, and fill vacancies in a Committee from the members of the Board.

Section 5. ADVISORY COMMITTEES. The Board may create one or more advisory committees to serve at the pleasure of the Board. The action to create such advisory committees must be made pursuant to Brown Act requirements, meaning at a publicly noticed meeting with the item on the agenda. Appointments to such advisory committees need not, but may be, Directors. The Board shall appoint and discharge advisory committee members. All actions and recommendations of an advisory committee shall require ratification by the Board before being given effect. These advisory committee meetings are not subject to the notice and posting requirements of the Brown Act so long as the committee is comprised solely of Board members; consists of less than the number of Board members who, if present at a meeting, would be able to make a decision; a defined purpose and a time frame to accomplish that purpose; and is advisory.

ARTICLE IX
OFFICERS OF THE CORPORATION

Section 1. OFFICERS OF THE CORPORATION. The officers of the Corporation ("Officers") shall be a Chair, Vice-Chair, Chief Executive Officer ("CEO"), Secretary and Treasurer. The Corporation may also have, at the Board's discretion, one or more assistant secretaries, one or more assistant treasurers and such other officers as the Board may appoint. Other than the Chair and Vice-Chair, these persons may, but need not be, selected from among the Directors.

Section 2. DUPLICATION OF OFFICE HOLDERS. Any number of offices may be held by the same person, except that neither the Secretary, nor the Treasurer, may serve concurrently as the Chair of the Board.

Section 3. ELECTION OF OFFICERS. The Officers shall be chosen annually by the Board during the first meeting of the fiscal year, and shall serve at the discretion of the Board until his or her successor shall be elected, or his or her earlier resignation or removal.

Section 4. TERM OF CHAIR AND VICE-CHAIR. The Chair and the Vice-Chair shall serve for a term of one **(1)** year. The Chair and Vice-chair may serve a maximum of two (2) consecutive terms in the same office. Any officer may be removed at any time, with or without cause, by the affirmative vote of a majority of the Board.

Section 5. REMOVAL OF OFFICERS. Subject to the rights, if any, of an Officer under any contract of employment, any Officer may be removed, with or without cause (i) by the Board, at any regular or special meeting of the Board or at the annual meeting of the Corporation; or (ii) by an Officer on whom such power of removal may be conferred by the Board.

Section 6. RESIGNATION OF OFFICERS. Any officer may resign at any time by giving written notice to the Corporation. The resignation shall take effect on the date the notice is received or at any later time specified in the notice; and, unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to the rights, if any, of the Corporation under any contract to which the Officer is a party.

Section 7. VACANCIES IN OFFICE. A vacancy in any office due to death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointment to that office, provided that such vacancies shall be filled as they occur and not on an annual basis.

Section 8. RESPONSIBILITIES OF OFFICERS.

Section 8.1. Chair. The Chair of the Corporation shall preside at all meetings of the Board and exercise and perform such other powers and duties as may from time to time be assigned to him by the Board or prescribed by these bylaws. Subject to the supervisory powers as the Board may give to the Chair of the Board, if any, the Chair shall, subject to the control of the Board, and in conjunction with the officers of the Charter School, shall assist in supervising and directing the business, activities, affairs and the Officers of the Corporation.

Section 8.2. Vice-Chair. In the absence or disability of the Chair, the Vice-Chair, if any, shall perform all duties of the Chair. When so acting, the Vice-Chair shall have all powers of and be subject to all restrictions on the Chair. The Vice-Chair shall have such other powers and perform such other duties as the board or the Bylaws may prescribe.

Section 8.3. CEO. Subject to the control of the Board, the CEO shall be the chief executive officer and general manager of the corporation and shall have general supervision, direction and control of the business and officers of the corporation. He or she shall have the general power and duties of management usually vested in the office of chief executive officer of a corporation and shall have such other powers or duties as may be prescribed by the Board or these Bylaws. Subject to such limitations as may be imposed by the Board, any powers or duties vested in the CEO may be delegated by him or her to such subordinates as he or she may choose.

Section 8.4. Secretary. The Secretary of the Corporation attend to the following:

8.4.1. Bylaws. The Secretary shall certify and keep or cause to be kept at the principal office of the Corporation the original or a copy of these Bylaws as amended to date.

8.4.2. Minute Book. The Secretary shall keep or cause to be kept a minute book as described herein in Article XV.

8.4.3. Notices. The Secretary shall give, or cause to be given, notice of all meetings of the board in accordance with these Bylaws.

8.4.5. Corporate Records. Upon request, the Secretary shall exhibit or cause to be exhibited at all reasonable times to any Director, or to his or her agent or attorney, these Bylaws and the minute book.

8.4.6. Corporate Seal. The Secretary shall keep or cause to be kept the seal of the Corporation, if any, in safe custody, and shall have such other powers and perform such other duties incident to office of Secretary as may be prescribed by the Board or these Bylaws.

Section. 8.5. Treasurer. The Treasurer of the Corporation shall attend to the following:

8.5.1. Books of Account. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the Corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The books of account shall be open to inspection by any Director at all reasonable times.

8.5.2. Financial Reports. The Treasurer shall send or cause to be given to the Directors such financial statements and reports as are required to be given by law, by these Bylaws, or by the Board.

8.5.3. Deposit And Disbursement Of Money And Valuables. The Treasurer shall deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board may designate, shall disburse the Corporation's funds as the Board may order, shall render to the Chair, and the Board, when requested, an account of all transactions as Treasurer and of the financial condition of the Corporation, and shall have such other powers and perform such other duties as the Board or the Bylaws may prescribe.

8.5.4. Bond. If required by the Board, the Treasurer shall give the Corporation a bond in the amount of and with the or sureties specified by the board for faithful performance of the duties of his or her office and for restoration t the Corporation of all its books, papers, vouchers, money, and other property of every kind in his or her possession or under his or her control on his or her death, resignation, retirement, or removal from the office.

Section 9. <u>COMPENSATION OF OFFICERS.</u>

9.1. Salaries Fixed By Board. The salaries of Officers of the Corporation shall be fixed from time to time by resolution of the Board. In all cases, any salaries received by Officers of the Organization

Corporation shall be reasonable and given in return for services actually rendered for the Corporation. No salaried Officer of the Corporation may serve as a Director.

9.2. Fairness Of Compensation. The Board shall periodically review the fairness of compensation, including benefits, paid to every person, regardless of title, with powers, duties, or responsibilities comparable to the CEO, or chief financial officer: (i) once such person is hired; (ii) upon any extension or renewal of such person's term of employment, and (iii) when such person's compensation is modified.

ARTICLE X
INDEMNIFICATION

Section 1. DEFINITIONS. For the purpose of this Article XII,

1.1. Agent. "Agent" means any person who is or was a Director, officer, employee, or other agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, or was a director, officer, employee, or agent of a foreign or domestic corporation which was a predecessor corporation of the Corporation or of another enterprise at the request of such predecessor corporation.

1.2. Proceeding. "Proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative, or investigative.

1.3. Expenses. "Expenses" includes, without limitation, all reasonable attorneys' fees, costs and any other expenses reasonably incurred in the defense of any claims or proceedings against an Agent by reason of his or her position or relationship as Agent and all attorneys' fees, costs and other expanses reasonably incurred in establishing a right to indemnification under this Article XII.

Section 2. APPLICABILITY OF INDEMNIFICATION PROVISIONS.

2.1. Successful Defense by Agent. To the extent that an Agent has been successful on the merits in the defense of any proceeding referred to in this Article XII, or in the defense of any claim, issue, or matter therein, the Agent shall be indemnified against expenses actually and reasonably incurred by the Agent in connection with the claim.

2.2. Settlement or Unsuccessful Defense by Agent. If an Agent either settles any proceeding referred to in this Article XII, or any claim, issue, or matter therein, or sustains a judgment rendered against him, then the provisions of Section 3 through Section 7 shall determine whether the Agent is entitled to indemnification.

Section 3. ACTIONS BROUGHT BY PERSONS OTHER THAN THE CORPORATION. This Section 3 applies to any proceeding other than an action "by or on behalf of the Corporation" as defined in Section 4 below. Such proceedings that are not brought by or on behalf of the

Corporation are referred to in this Section 3 as "Third Party proceedings."

3.1. Scope of Indemnification in Third Party Proceedings. Subject to the required findings to be made pursuant to Section 3.2 the Corporation may indemnify any person who was or is a party, or is threatened to be made a party, to any Third Party proceeding, by reason of the fact that such person is or was an Agent, for all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceeding.

3.2. Required Standard Of Conduct For Indemnification in Third Party Proceedings. Any indemnification granted to an Agent in Section 3.1 above is conditioned on the following: the Board must determine, in the manner provided hereof, that the Agent seeking reimbursement acted in good faith, in a manner he or she reasonably believed to be in the best interest of the Corporation, and, in the case of a criminal proceeding, he or she must have had no reasonable cause to believe that his or her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or on a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or in a manner he or she reasonably believed to be in the best interest of the Corporation or that he or she had reasonable cause to believe that his or her conduct was unlawful.

Section 4. <u>ACTION BROUGHT BY OR ON BEHALF OF THE CORPORATION.</u> This Section 4 applies to any proceeding brought (i) by or in the right of the Corporation, or (ii) by an Officer, Director or person granted relator status by the Attorney General, or by the Attorney General, on the ground that the defendant Director was or is engaging in self-dealing within the meaning of section 5233 of the California Nonprofit Corporation Law, or (iii) by the Attorney General or person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust (any such proceeding is referred to in these Bylaws as a proceeding "by or on behalf of the Corporation").

4.1. Scope Of Indemnification In Proceeding By Or On Behalf Of The Corporation. Subject to the required findings to be made pursuant to Section 4.2 and except as provided in Sections 4.3 and 4.4, the Corporation may indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding by or on behalf of the Corporation, by reason of the fact that such person is or was an Agent, for all expenses actually and reasonably incurred in connection with the defense or settlement of such action.

4.2. Required Standard Of Conduct For Indemnification In Proceeding By Or On Behalf Of The Corporation. Any indemnification granted to an Agent in Section 4.1 is conditioned on the following. The Board must determine, in the manner provided in Section 5 hereof, that the Agent seeking reimbursement acted in good faith, in a manner he or she believed to be in the best interest of the Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

4.3. Claims Settled Out Of Court. If any Agent settles or otherwise disposes of a threatened or pending action brought by or on behalf of the Corporation, with or without court approval, the Agent shall receive no indemnification for amounts paid pursuant to the terms of the settlement or other disposition. Also, in cases settled or otherwise disposed of without court approval, the Agent shall receive no indemnification for expenses reasonably incurred in defending against the proceeding, unless the proceeding is settled with the

approval of the Attorney General.

4.4. Claims And Suits Awarded Against Agent. If any Agent is adjudged to be liable to the Corporation in the performance of the Agent's duty to the Corporation, the Agent shall receive no indemnification for amounts paid pursuant to the judgment, and any indemnification of such Agent under Section 4.1 for expenses actually and reasonably incurred in connection with the defense of that action shall be made only if both of the following conditions are met:

(a) the determination of good faith conduct required by Section 4.2 must be made in the manner provided for in Section 5 hereof; and

(b) upon application, the court in which the action was brought must determine that, in view of all of the circumstances of the case, the Agent is fairly and reasonably entitled to indemnity for the expenses incurred. If the Agent is found to be so entitled, the court shall determine the appropriate amount of expenses to be reimbursed.

Section 5. DETERMINATION OF AGENT'S GOOD FAITH CONDUCT. The indemnification granted to an Agent in Section 3 and Section 4, hereof, is conditioned on the findings required by those Sections being made by:

(a) the Board by a majority vote of the Directors then in office, not counting any vote of parties to the proceeding; or

(b) the court in which the proceeding is or was pending. Such determination may be made on application brought by the Corporation or the Agent or the attorney or other person rendering a defense to the Agent, whether or not the application by the Agent, attorney, or other person is opposed by the Corporation.

Section 6. LIMITATIONS. No indemnification or advance shall be made under this Article XII, except as provided in Section 2 or Section 7(b), in any circumstances when it appears:

(a) that the indemnification or advance would be inconsistent with a provision of the Articles of Incorporation, as amended, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) that the indemnification would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 7. ADVANCE OF EXPENSES. Expenses incurred in defending any proceeding may be advanced by the Corporation before the final disposition of the proceeding on receipt of an undertaking by or on behalf of the Agent to repay the amount of the advance unless it is determined ultimately that the Agent is entitled

to be indemnified as authorized in this Article XII.

Section 8. CONTRACTUAL RIGHTS OF NON-DIRECTORS AND NON-OFFICERS. Nothing contained in this Article XII shall affect any right to indemnification to which persons other than Directors and Officers of the Corporation, or any of its subsidiaries, may be entitled by contract or otherwise.

Section 9. INSURANCE. The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any Agent, as defined in this Article XII, against any liability asserted against or incurred by any Agent in such capacity or arising out of the Agent's status as such, whether or not the Corporation would have the power to indemnify the Agent against the liability under the provisions of this Article XII.

Pursuant to the purchase and maintenance of such insurance, any indemnification under this Article shall be made by the Corporation only if authorized in the specific case, upon a determination that indemnification of the Agent is proper in the circumstances because the Agent has met the applicable standard of conduct set forth in Section 7 of this Article XII, by:

a majority vote of the Directors then in office, not counting any vote of parties to such proceeding; or

the court in which such proceeding is or was pending upon application made by the Corporation or

the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by the Corporation.

ARTICLE XI MAINTENANCE OF CORPORATE RECORDS

Section 1. MAINTENANCE OF CORPORATE RECORDS. The Corporation shall keep:

a. Adequate and correct books and records of account;

b. Written minutes of the proceedings of its members, Board, and committees of the Board; and

c. Such reports and records as required by law.

Section 2. INSPECTION BY DIRECTORS. Every Director shall have the absolute right at any reasonable time to inspect the Corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary, if any, as permitted by California and federal law. The inspection may be made in person or by the Director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 3. **ACCOUNTING RECORDS AND MINUTES.** On written demand on the Corporation, any Director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board and committees of the Board at any reasonable time for a purpose reasonably related to the Director's interest as a Director. Any such inspection and copying may be made in person or by the Director's agent or attorney. This right of inspection extends to the records of any subsidiary of the Corporation.

Section 4. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. This corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the Directors at all reasonable times during office hours. If the corporation has no business office in California, the Secretary shall, on the written request of any Director, furnish to that Director a copy of the articles of incorporation and bylaws, as amended to the current date.

ARTICLE XII
ENDORSEMENT OF DOCUMENTS; CONTRACTS

Section 1. **ENDORSEMENT OF DOCUMENTS; CONTRACTS.** Any contract or conveyance made in the name of the Corporation which is authorized or ratified by the Board or done within the scope of authority conferred by the Board or within the agency power of the Officer executing it, except as the Board's authority is limited by law, binds the Corporation and the Corporation acquires rights thereunder whether the contract is executed wholly or in part.

ARTICLE XIII
REQUIRED REPORTS

Section 1. **ANNUAL REPORTS.** The Board of Directors shall cause an annual report to be sent to itself (the Board) within 120 days after the end of the Corporation's fiscal year. That report shall contain the following information, in appropriate detail:

a. The assets and liabilities, including the trust funds, or the Corporation as of the end of the fiscal year;

b.. The principal changes in assets and liabilities, including trust funds;

c. The Corporation's revenue or receipts, both unrestricted and restricted to particular purposes;

d. The Corporation's expenses or disbursement for both general and restricted purposes;

e. Any information required under these bylaws; and

f. An independent accountant's report or, if none, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the Corporation's books and records.

This requirement of an annual report shall not apply if the Corporation receives less than $25,000 in gross receipts during the fiscal year, provided, however, that the information specified above for inclusion in an annual report must be furnished annually to all Directors and to any member who requests it in writing.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to the Board, or as a separate document if no annual report is issued, the Corporation shall, within 120 days after the end of the Corporation's fiscal year, annually prepare and mail or deliver to each Director and furnish to each Director a statement of any transaction or indemnification of the following kind:

a. Any transaction (i) in which the Corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than $50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than $50,000. For this purpose, an “interested person: is either:

   1) Any Director or officer of the Corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest) ; or

   2) Any holder of more than 10 percent of the voting power of the Corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the Corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

b. Any indemnification or advances aggregating more than $10,000 paid during the fiscal year to any officer or Director of the Corporation as permitted und er these by bylaws, unless the indemnification has already been approved by the Directors under Corporation' Code Section 5238(d)(2).

ARTICLE XIV
OTHER PROVISIONS

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context requires otherwise the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law and in the California Nonprofit Public Benefit Law shall govern the construction of these Bylaws. Without limiting the generality of foregoing, words in these Bylaws shall be read as the masculine or feminine gender and as the singular or plural, as the context requires. The term "person" includes both a legal entity and a natural person. The captions and headings in these Bylaws are for convenience of reference only and are not intended to limit or define the scope or effect of any provision.

Section 2. AMENDMENT OF BYLAWS. The Board may adopt, amend, or repeal these Bylaws by a majority vote of the Directors then in office at a meeting duly held at which a quorum is present.

Section 3. VALIDITY OF INSTRUMENTS. Subject to the provisions of applicable law. any note, mortgage, evidence of indebtedness, contract, conveyance or other written instrument and any assignment or

endorsement thereof executed or entered into between the Corporation and any other person, shall be valid and binding on the Corporation when signed by the Chair, Vice-Chair, CEO, Chief Financial Officer, Secretary or Treasurer of the Corporation unless the other person has actual knowledge that the signing officers had no authority to execute the same. Any such instruments may be signed by any other person(s) and in such manner and from time to time shall be determined by the Board and, unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement, to pledge its credit. or to render it liable for any purpose or amount.

Section 4. FISCAL YEAR. The fiscal year of the Corporation shall be will be July 1, through June 30 or as set by the Board.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of the Amethod Public Schools, a California Nonprofit Public Benefit Corporation; that these Bylaws, are the Bylaws of this Corporation as adopted by the Board of Directors on June 6, 2006, and amended on

Executed on January 18, 2023 at Richmond, California.

_____

Secretary, Board of Directors

IRS Department of the Treasury
Internal Revenue Service
Cincinnati Service Center
CINCINNATI OH 45999-0038

In reply refer to: 0256410411
Aug. 25, 2020 LTR 4168C 0
94-3185735 000000 00
00015245
BODC: TE

AMETHOD PUBLIC SCHOOLS
% CLICKBOOKS COM INC
2101 LIVINGSTON ST
OAKLAND CA 94606-5218

029700

Employer ID number: 94-3185735
Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated Aug. 18, 2020, about your tax-exempt status.

We issued you a determination letter in December 1997, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(03).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(ii).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,

Department of the Treasury
Internal Revenue Service
Cincinnati Service Center
CINCINNATI OH 45999-0038

029700.264698.417535.14900 1 AB 0.419 530

AMETHOD PUBLIC SCHOOLS
% CLICKBOOKS COM INC
2101 LIVINGSTON ST
OAKLAND CA 94606-5218

029700

CUT OUT AND RETURN THE VOUCHER IMMEDIATELY BELOW IF YOU ONLY HAVE AN INQUIRY.
DO NOT USE IF YOU ARE MAKING A PAYMENT.

CUT OUT AND RETURN THE VOUCHER AT THE BOTTOM OF THIS PAGE IF YOU ARE MAKING A PAYMENT, EVEN IF YOU ALSO HAVE AN INQUIRY.

The IRS address must appear in the window.

0256410411

BODCD-TE

Use for inquiries only

Letter Number: LTR4168C
Letter Date : 2020-08-25
Tax Period : 000000

943185735

AMETHOD PUBLIC SCHOOLS
% CLICKBOOKS COM INC
2101 LIVINGSTON ST
OAKLAND CA 94606-5218

INTERNAL REVENUE SERVICE
Cincinnati Service Center
CINCINNATI OH 45999-0038

943185735 HJ AMET 00 2 000000 670 00000000000

The IRS address must appear in the window.

0256410411

BODCD-TE

Use for payments

Letter Number: LTR4168C
Letter Date : 2020-08-25
Tax Period : 000000

943185735

AMETHOD PUBLIC SCHOOLS
% CLICKBOOKS COM INC
2101 LIVINGSTON ST
OAKLAND CA 94606-5218

INTERNAL REVENUE SERVICE

OGDEN UT 84201-0102

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AMPS

HONOR HARD WORK

Revised: November 2020

CONFLICT OF INTEREST CODE FOR

AMETHOD PUBLIC SCHOOLS

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission ("FPPC") has adopted a regulation (2 Cal. Code of Regs. Sec. 18730) which contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, it may be amended by the FPPC to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the FPPC are hereby incorporated by reference. This regulation and the attached Appendices, designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of **Amethod Public Schools.**

Individuals holding designated positions shall file their statements of economic interest with **Amethod Public Schools**, which will make the statements available for public inspection and reproduction. (Gov. Code Section 81008.) All statements will be retained by **Amethod Public Schools**.

2101 Livingston Street, Oakland, CA 94606 | Office 510.436.0172 | Fax 510.436.0173 www.amethodschools.org

AMPS
HONOR HARD WORK

Revised: November 2020

CONFLICT OF INTEREST CODE FOR

AMETHOD PUBLIC SCHOOLS

APPENDIX A

DESIGNATED POSITIONS

Designated Position	Assigned Disclosure Category
Board Members	1, 2, ~~4~~
Chief Executive Officer	1, 2
Chief Operating Officer	1, 2
Chief Academic Officer	1, 2
Senior Director of Finance	1, 2
Director of Technology	1, 2
Site Director	3
Consultants/New Positions	*

* The Chief Executive Officer may determine in writing that a particular consultant or new position, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of disclosure requirements. The Chief Executive Officer's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code. (Gov. Code Sec. 81008.)

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AMPS
HONOR HARD WORK

Revised: November 2020

APPENDIX B

DISCLOSURE CATEGORIES

Category l. Designated positions assigned to this category must report:

Interests in real property of the type and legal designation that can be utilized for public school use within the jurisdiction.

Category 2. Designated positions assigned to this category must report:

Investments and business positions in business entities and income (including receipt of gifts, loans, and travel payments) that are from business entities engaged in the performance of work or services, or sources that manufacture, sell, repair, rent, or distribute school supplies, books, materials, school furnishings, or equipment, of the type utilized by Amethod Public Schools.

Category 3. Designated positions assigned to this category must report:

Investments and business positions in business entities and sources of income (including receipt of gifts, loans, and travel payments) that are from business entities engaged in the performance of work or services, or sources that manufacture, sell, repair, rent, or distribute school supplies, books, materials, school furnishings, or equipment, of the type utilized by the designated position's department. For the purposes of this category, a Site Director's department is his or her entire school.

Category 4. Designated positions assigned to this category must report:

Investments and business positions in business entities and sources of income (including receipt of gifts, loans, and travel payments) from sources of the type that provide financial accounting auditing services.

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AMPS

HONOR HARD WORK

2024 - 2025 AMPS Board of Directors

Name	Start of Member's Term	End of Member's Term	Officer / Board Role
Gilbert Lopez Jr	1/17/2024	1/17/2028	Board President
Edgar Quiroz	01/18/2023	01/18/2027	Board Vice - President
Andres Emmanuelli	2/15/2023	2/15/2027	Board Member at Large
Elisa Gallegos	10/19/2022	10/19/2026	Board Secretary
Monica Moncada	8/14/2024	08/14/2028	Board Member at Large

AMPS Board Member Bios

Board Chair, Edgar Quiroz

Edgar serves as Partner and Vice President, Strategic Partnerships for & ACE Home Health Care & Hospice, Inc. in Orinda, CA. A native of San Francisco, Edgar has over 30 years of experience in working with Bay Area hospitals and health services organizations. Edgar has a Master's Degree in Public Health Planning, Policy & Administration from the University of California at Berkeley. He earned his BA degree from SF State University, majoring in Ethnic Studies & Social Welfare, including a year of studies abroad at La Universidad Ibero-Americana in Mexico City. He graduated with honors, Magna Cum Laude. He has also completed an Executive Leadership Program at the Harvard Business School.

Board Vice Chair, Monica Moncada

I'm Monica Moncada, an Operations Manager at a leading Electric Vehicle company in the San Francisco Bay Area. With a career spanning 27 years, I've accumulated extensive experience in High School Security, Global Security/Loss Prevention, and Operations Management across several major companies.

Family is at the heart of everything I do. I'm married and a proud mom to two wonderful children, Lucca (10) and Gianna (7). Our family loves making the most of our time together, whether we're enjoying the beach, playing mini-golf, or hosting lively dinner parties and BBQs with friends and family.

I'm deeply passionate about the environment and education, and these interests drive me both personally and professionally. I'm always seeking ways to contribute positively to these areas. Additionally, I make it a point to give back to the community and teach my kids the importance of volunteering and helping others, just as I was raised.

Board Member, Gilbert "Gil" Lopez, Jr.

Gil is a retired police lieutenant who was raised in West Contra Costa County. He is married and has four children and two grandchildren. Gil earned an M.A. in Organizational Leadership, as well as a strategic management certificate from the Senior Management Institute for Police at Boston, MA. Gil's more than 29-year public service career allowed him to positively influence and guide youth and young adults. He believes education is the foundation of a productive society, and believes all students deserve access to quality education.

Board Member, Fr Andres Emmanuelli

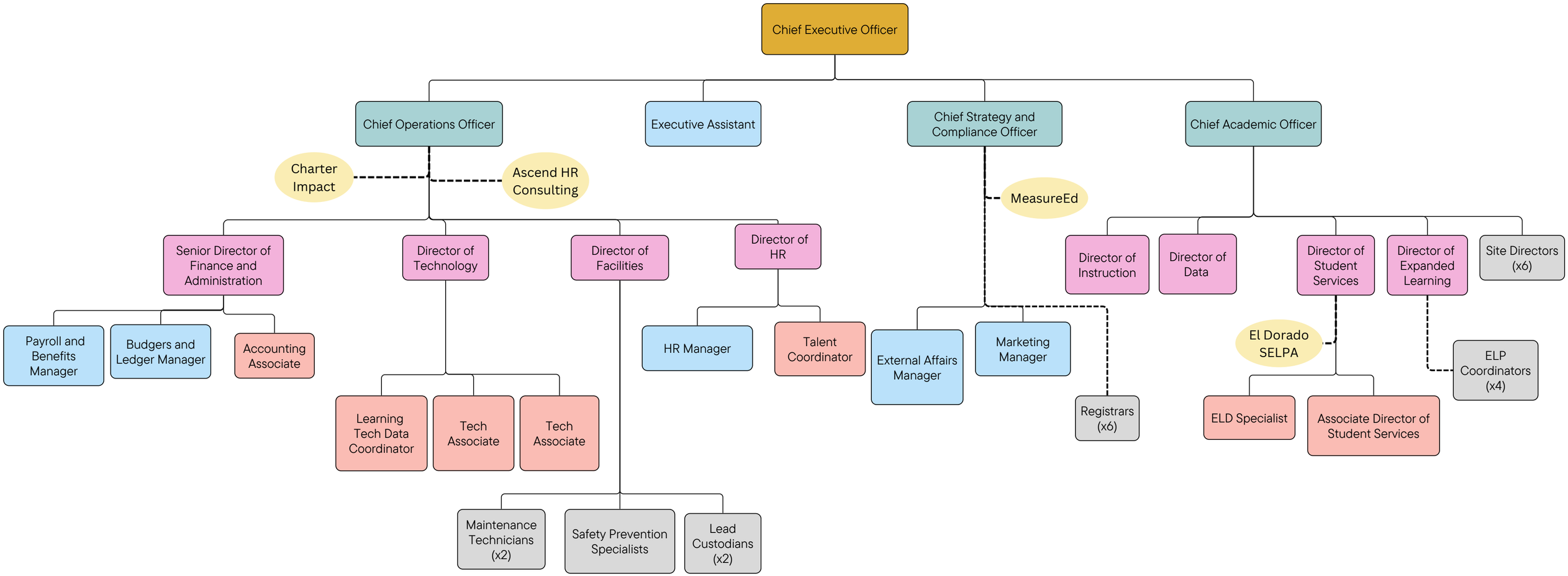
Fr Andrés is originally from Caracas, Venezuela, and has had an extensive educational journey achieving several master's degrees and certifications. He currently works at Cristo Rey de La Salle East Bay High School as a priest, advancement and as a part of the management team.

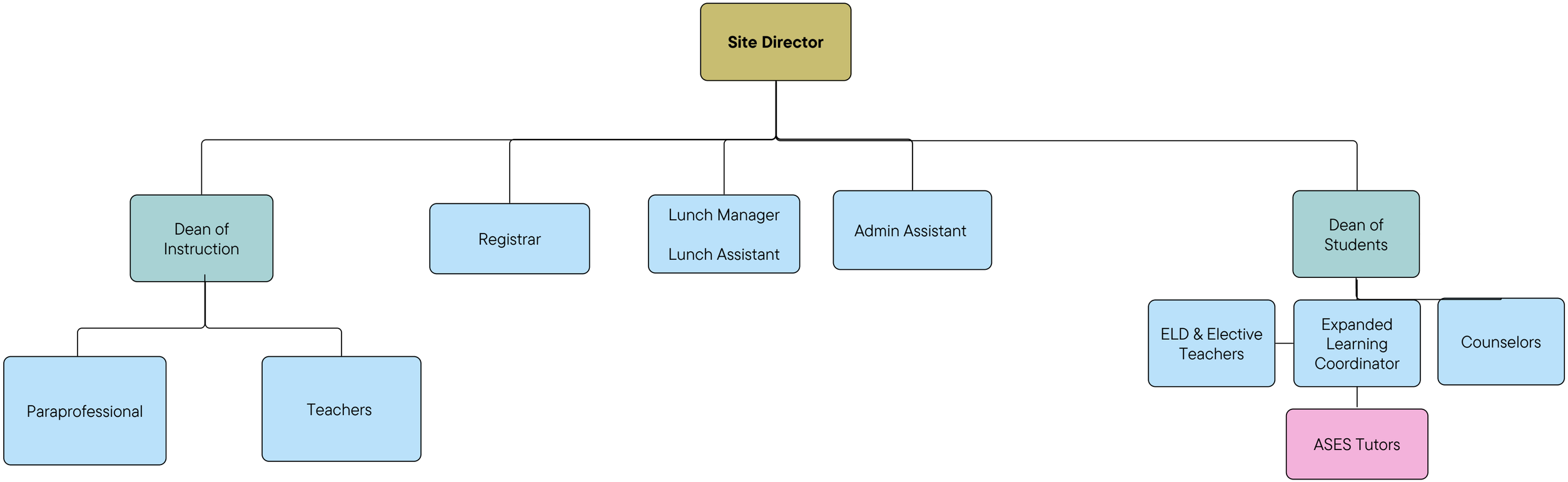
Being a first-generation Latino in the US, Fr Andres is a firm believer and promoter of inclusive values that uphold accessibility, equity, and the dignity of every person regardless of their culture, race, education, or economic status. Fr Andres currently serves in several volunteer opportunities in order to incentivize a culture of belonging and give back to the community, such as, the Oakland Latino Chamber of Commerce board of directors.

Fr Andres is convinced that education should be a basic right for all, especially for communities that have been traditionally underserved and underrepresented. He actively works to create transformational opportunities for students in order to set them on a path to succeed in securing higher education to and through college.
He is excited for the opportunity to serve at the Amethod Public Schools board of directors in order to continue the work of creating alternative wholesome educational opportunities for the community.

Board Member, Elisa Gallegos
My name is Elisa Gallegos proud to be born and raised in San Mateo County, daughter of immigrant parents and the youngest of 5 children. I have lived in Richmond for the last 25 years. I am the mother of 3 young adults, a blended family and partnered with wonderful spirit. I am an alumni of the University of San Francisco School of Nursing. I have been a nurse for over 30 years and in public health for 17 of those years. I started working at Clinica de La Raza , moved to San Mateo County with Nuestro Canto de Salud and now with the City of Berkeley Public Health Department . Simultaneous to my other jobs I also worked with Kaiser Richmond doing health education classes in Spanish for 5 years. I continue to be in involved in community and volunteer conducting community health and wellness platicas with various community organizations.

Our family has been rooted in community advocacy. My role models include my mother and sisters que le hechan ganas a todo lo que hacen and find a way to make things happen. My work always has community in mind and heart when I navigate any system whether it be healthcare, education, public health, environmental etc. My passion and commitment is being of service, supporting for our community to heal from "dis- ease" , reconnecting to mind, body, spirit and the outdoors . Responding to the pandemic for the last 2 1/2 years has clearly shown me this is needed now more than ever to restore balance within ourselves and our community.


Chief Executive Officer
Chief Operations Officer
Executive Assistant
Chief Strategy and Compliance Officer
Chief Academic Officer
Charter Impact
Ascend HR Consulting
MeasureEd
Senior Director of Finance and Administration
Director of Technology
Director of Facilities
Director of HR
Director of Instruction
Director of Data
Director of Student Services
Director of Expanded Learning
Site Directors (x6)
Payroll and Benefits Manager
Budgers and Ledger Manager
Accounting Associate
Learning Tech Data Coordinator
Tech Associate
Tech Associate
HR Manager
Talent Coordinator
External Affairs Manager
Marketing Manager
Registrars (x6)
El Dorado SELPA
ELP Coordinators (x4)
ELD Specialist
Associate Director of Student Services
Maintenance Technicians (x2)
Safety Prevention Specialists
Lead Custodians (x2)


Site Director
Dean of Instruction
Registrar
Lunch Manager
Lunch Assistant
Admin Assistant
Dean of Students
Paraprofessional
Teachers
ELD & Elective Teachers
Expanded Learning Coordinator
Counselors
ASES Tutors

BYLAWS OF THE AMPS FAMILY STAFF TEAM (FST)

Contents

Introduction
Article I – Duties of School Family Staff Team
Article II – Members of School Family Staff
Team Article III – Officers of School Family
Staff Team Article IV– Committees
Article V – Meetings of School Family Staff
Team Article VI – Amendments

Introduction

One might be asking what The Family Staff Team (FST) exactly means? At AMPS we believe that true parent and school partnership should be viewed as a team concept rather than one of consultation only. A charter school community that leans on each other when its needed, and debates in healthy approach and without hidden agendas helps families, students, and educators become more invested not only in their children's education, but it also helps to build a local leadership model so necessary for charter schools that are often in the middle of local, state and even nationwide political circumstances.

The Family Staff Team, consisting of the families and staff representation meets quarterly, at minimum, to provide suggestions and recommendations on issues including, but not limited to, budgeting, LCFF, LCAP eight state priorities, curriculum, school policies, community participation, and the general direction of the specific school and/or region. The FST will make recommendations for topics to address for the general stakeholders of the school including families and AMPS Board Members.

* *Although members of the FST are an Advisory body, Members will be held by fellow FST members to the duty of loyalty which requires members to operate in the interest of a nonprofit organization. Individuals serving as FST members are not to use the FST position to further personal agendas and will maintain a professional approach and conduct towards participation among members and community as they support the mission and vision of AMPS schools and the organization.*

Questions to consider at the FST Nominating Meeting:

a) In what ways does the candidate help our schools?
b) What are the strengths and needs of your school and community and how will the person support to improve the needs of the school?
c) What can schools, parents/families, and the community do to work together more successfully?

Article I – Duties of School FST

The Family Staff Team (FST) of all current AMPS schools will carry out the following duties:

- Develop, review and approve Local Control Accountability Plans (LCAP) discussions, process and vote.
- Recommend required plans to the Board of Directors for review and vote.
- Provide ongoing review of the implementation of the plans with site administration teams.
- Assist with planning of specific school speakers, assemblies, and instructional or social events.
- Assist the School Administration and the AMPS Community Outreach Staff in organizing and executing community action events as needed.
- Act as the English Learner Advisory Committee (ELAC) and fulfill all duties of this committee as required by law.
- Carry out all other duties as necessary under state, charter authorities, and federal law.

Article II – Members of FST

A. Composition of the FST

The Family Staff Team (FST) shall be composed of a number no less than three (3) and up to eleven (11) members at maximum. Post(s) will be given to parents of EL students in a percentage proportionate to the percentage of EL students enrolled at the school site. Members must exhibit professionalism and loyalty to the organization's mission, vision and organization itself by oath.

Membership:

1. One (1) School Site Director or School Administration Designee;
2. Up to two (2) certificated staff members employed by AMPS;
3. One (1) non-certificated staff member employed by AMPS;
4. Up to five (5) parent members who have children in the specific school;
5. *If applicable,* one (1) AMPS high school student representative from the respective school.

B. Membership & Terms:

Site Director or Administrative Designee

All Site Directors of AMPS are members of the FST. An Administrative Designee identified by the Site Director and approved by the CEO may attend an FST meeting in place of an absent Site Director, as needed. Site directors or designees do not vote unless there is a tie vote and the Site Director or Designee's vote is needed to break the tie.

Certificated Staff Members

Nominated certificated members shall be appointed by the Site Director in consultation with the Chief Academic Officer. The terms of office for the teacher members shall be one (1) year. The selection of new teacher members shall take place no later than October 30 of each school year.

Non-certificated Staff Member
Nominated non-certificated staff members shall be appointed by the Site Director in consultation with the Chief Academic Officer. The term of office for the non-certificated staff member is one (1) year. The selection of the non-certificated staff members shall take place no later than October 30 of each school year.

Parent Members
The parent members shall be elected by a vote of AMPS family members from their respective school at the FST Nominating Meeting. The term of office for the parent members shall be one (1) year. The election of new parent members shall take place no later than October 30 of each school year. Enrollment in an AMPS school will be verified by using the student information system.

English Learner (EL) Parent Members
Nominated EL parent member(s) shall be verified by a school staff. EL parent members will be elected at the FST Nominating Meeting. The terms of office for the parent EL members shall be one (1) year. The selection of new EL parent members shall take place no later than October 30 of each school year.

AMPS High School Student Member
Candidates for the high school student member seat shall be nominated by current high school juniors and seniors no later than October 30 of each school year. The term of office for the student member shall be one (1) year.

C. Nomination and Election of Parent Members:

FST elections are usually held in September, and no later than October 30, however some exceptions may apply. Vacancies on the FST will be announced annually through email, phone call, text messaging, social media, and/or family newsletters.

At the FST Nominating Meeting, parents can nominate themselves or receive a nomination by another parents. Nominated parents can accept or decline the nomination. Nominated parents will be invited to give a speech at the Nomination Meeting regarding their qualifications and interest in being part of the FST. The speech should be no longer than two (2) minutes.

Each parent in attendance at the FST Nominating Meeting will receive a ballot listing the nominated parents. *Rank Choice* voting will be utilized requiring each voter to rank candidates from most favorite to least favorite. Total votes will be added and parents with the most votes will be elected as FST members. Site directors or designees do not vote unless there is a tie vote in which the Site Director or Designee's vote will break the tie.

D. Meetings

FST meetings will be held quarterly (a minimum of 4) per year.

E. Termination of FST Membership

Any FST member or officer may be removed, suspended, or censured with or without cause, by an affirmative vote of two thirds (2/3) of the FST voting body, see details below:

1. Any elected FST member who misses two (2) meetings without communication to the FST Secretary shall be removed.
2. Members who exhibit personal agendas or concerns that place the school or organization in regulatory jeopardy due to personal interests rather than the school's mission.
3. Any other reason for removal shall be approved by 2/3 of voting members. Written notice of removal shall be given to the member or officer after voting has taken place.
4. Any FST member or officer may resign by submitting a signed letter of resignation to the FST Chairperson.
5. The AMPS Chief Executive Officer has the authority to remove any FST member that places the mission and objective of the AMPS organization and/or any of its affiliate schools and programs in jeopardy.

F. Transfer of Membership

FST membership may not be assigned or transferred to another individual.

G. Voting

Each FST member is entitled to one (1) vote and may cast that vote on any matter submitted to a vote of the FST. Absentee ballots or proxies shall not be permitted. A deadlock occurs when a vote on any matter results in an identical number of votes in support of and against the matter. In the event of a documented deadlock, the Chairperson of the FST may elect to re-open discussion on the matter followed by another vote. The Site Director or designee can vote if there is a tie vote, and the Site Director or Designee's vote is needed to break the tie. In the alternative, the Chairperson may elect to end a deadlock by counting only the votes of the FST's officers (Chairperson, or Vice- Chairperson) on a particular matter.

H. Vacancy

Any vacancy shall be filled by the Chairperson by selecting the candidate with the next highest number of votes in the initial school year election.

Article III – Officers of School FST

A. Officers

The FST will elect officers at the first FST meeting of the school year. Candidates may be nominated or may be self-nominated. FST members may nominate more than one (1) person for an officer role. The officers of the FST shall be: Chairperson, Vice Chairperson, and Secretary:

The Chairperson shall:

- Preside at all of the FST meetings and ensure compliance with parliamentary rules.
- Work with staff and FST in setting the agenda and topics.
- Sign all letters, reports and other communications on behalf of the FST as needed.
- Perform all duties incident to the office of the Chairperson.
- Perform other such duties as assigned by the FST.

The Vice-Chairperson shall:

- Vice-Chairperson will be a non-Amethod School staff member.
- Represent the Chairperson in assigned duties.
- Substitute for the Chairperson in his or her absence.
- Perform other such duties as assigned by the Council.

Secretary shall:

- Confirm and/or maintain notes, minutes, sign in sheets, and handouts from all meetings.
- Submits minutes to the Chairperson and Vice Chairperson for recording.
- Records minutes in log.

B. Election and Terms of Office

The term of each officer shall be for one (1) year expiring at the last meeting or until a successor has been elected.

C. Voting Process (For Officer Roles)

Each FST member is entitled to one (1) vote per officer position. Absentee ballots or proxies shall not be permitted.

In the event of a documented deadlock, the Site Director and/or Designee may break the tie or the Chairperson of the FST may elect to re-open discussion on the matter followed by another vote.

D. Removal of Officers

Any officer may be removed from their office by a two-thirds vote of the FST members with

or without cause.

E. Vacancy

Vacancies shall be filled at the earliest opportunity by a special election of the FST, for the remaining portion of the term of office. Should the appointed person wish to seek reelection, they will have to go through the regular nomination process and vote.

Article IV – Committees

A. Sub-committees

All sub-committees serve in an advisory capacity to the FST. The FST Chairperson may establish sub-committees to perform duties as shall be prescribed by the FST. No sub-committee may exceed the authority of the FST. The FST Chair has authority to terminate sub-committees.

B. Membership

Unless otherwise determined by the FST, the FST Chairperson shall appoint members of the committees. A vacancy shall be filled by appointment made by the Chairperson. Membership of committees may include non-members of the FST who are members of the AMPS community.

C. Quorum

A majority of the members of a committee shall constitute a quorum. The act of the majority of the members shall be the act of the committee, provided a majority is in attendance.

Article V – Meetings of the School Site FST

A. Meetings

Regular FST meetings will occur as described in Article II (D) of these bylaws. Special meetings may be called by the Chairperson as needed. Special meetings and other Ad Hoc meetings may occur through the year as needed.

B. Place of Meetings

The FST shall hold its regular meetings at a facility provided by AMPS.

C. Quorum

All acts or decisions of the FST, except as otherwise indicated in these bylaws, will be by majority vote of the members in attendance based on the present of a quorum. The act of a majority of the members present shall be the act of the FST, provided a quorum is in attendance A majority of the members of the FST shall constitute a quorum.

D. Conduct of Meetings

Minutes of proceedings will be maintained at the school office and on the school servers.

Article VI– Amendments

The AMPS Chief Executive Officer may adopt, amend or repeal any of these bylaws as needed and to ensure that the FST remains in alignment with the mission and objectives of the Family Staff Team.

AMPS

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AMETHOD PUBLIC SCHOOLS

EMPLOYEE HANDBOOK

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INTRODUCTION TO HANDBOOK

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

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

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

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

DIVERSITY AND INCLUSION

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

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

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

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

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

GENERAL POLICIES

A. Equal Employment Opportunity (Discrimination)

Covered Individuals

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

Discrimination

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

Adverse Employment Action

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

Protected Categories

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

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

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

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

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

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

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

Scope of Policy

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

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

B. Unlawful Harassment

Covered Individuals

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

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

Protected Categories

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

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

Unlawful Harassment

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

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

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

Abusive Conduct Prevention

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

Scope of Policy

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

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

Retaliation Covered Individuals

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

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

Adverse Employment Action

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

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

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

Complaint Procedure—Discrimination, Unlawful Harassment, Retaliation

Duty to Report

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

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

Where to Report Complaint to AMPS

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

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

Contents of Complaint

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

Response to Complaint (Investigation)

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

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

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

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

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

No Retaliation

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

How to Report Complaint to Government Agencies

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

Sexual Harassment Training Requirements

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

C. Whistleblower Policy

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

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

D. Employment "At- Will"

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

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

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

E. Eligibility for Employment

Immigration Compliance

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

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

Certification

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

Tuberculosis Testing

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

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

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

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

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

Criminal Background Checks

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

F. Employment Classifications

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

Non-exempt Employees

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

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

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

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

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

Exempt Employees

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

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

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

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

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

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

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

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

G. Employment Status

Regular Full-time Employees

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

Regular Part-time Employees

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

Temporary/Seasonal/Intern Employees

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

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

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

H. Job Duties

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

I. Work Location

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

J. Open Door Policy

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

K. Workplace Anti-Violence Policy

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

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

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

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

Workplace Violence Defined

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

Weapons Prohibited in the Workplace

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

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

Former Employees Prohibited on Premises

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

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

Searches and Inspections

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

Enforcement/Complaint Procedure

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

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

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

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

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

L. Employee Child(ren) at Work Policy

The presence of an employee's child(ren) in the workplace during the employee's work hours is to be avoided except in emergency situations. If the employee's child(ren) are students at AMPS, they cannot be under the employee's direct supervision during work hours unless the child is assigned to the employee's class roster. Consideration will not be given to allow a child with an illness to come to work with the employee. This policy is established to avoid disruptions in job duties of the employee and co-workers, reduce liability, and help maintain AMPS's professional and educational work environment.

If bringing a child to work is unavoidable, the employee must contact their supervisor or Human Resources as soon as possible to discuss the situation and obtain instructions regarding the best course of action.

WAGES, ATTENDANCE, TIMEKEEPING AND RELATED PRACTICES

A. Payment of Wages

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

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

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

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

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

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

B. Overtime Pay

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

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

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

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

C. Expense Reimbursement

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

D. Attendance and Tardiness

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

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

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

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

E. School Social Activities

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

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

F. Timekeeping Requirements

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

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

Employees are prohibited from doing the following:

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

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

G. Work Schedules

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

H. Rest Breaks and Meal Breaks

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

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

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

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

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

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

Responsibilities

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

Discipline

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

I. Lactation Breaks

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

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

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

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

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

STANDARDS OF CONDUCT

A. Professional Boundaries: Staff/Student Interaction Policy

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

Corporal Punishment

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

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

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

A. Examples of PERMITTED actions (NOT corporal punishment)

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

B. Examples of PROHIBITED actions (corporal punishment)

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

Acceptable and Unacceptable Staff/Student Behavior

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

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

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

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

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

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

Duty to Report Suspected Misconduct

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

Examples of Specific Behaviors

The following examples are not an exhaustive list:

Unacceptable Staff/Student Behaviors (Violations of this Policy)

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

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

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

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

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

Cautionary Staff/Student Behaviors

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

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

Acceptable and Recommended Staff/Student Behaviors

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

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

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

Reporting Violations

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

Child Abuse & Neglect Reporting

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

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

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

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

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

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

Investigating

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

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

Violations

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

B. Confidential Information

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

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

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

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

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

C. Rules of Conduct

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

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

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

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

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

D. Employment References

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

OPERATIONAL CONSIDERATIONS

A. Computer Usage and Privacy

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

Definitions

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

Ownership and Conditions of Use

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

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

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

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

Confidentiality and Privileges

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

Prohibited Use

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

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

Access and Disclosure

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

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

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

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

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

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

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

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

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

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

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

Discipline for Violations of Policy

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

Policy May Be Amended at Any Time

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

B. Social Media Policy

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

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

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

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

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

Standards of Conduct

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

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

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

Creating and Using School Social Media

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

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

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

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

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

Access

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

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

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

Discipline

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

Retaliation Is Prohibited

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

Questions

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

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

C. Personal Business

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

D. News Media Contacts

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

E. Notice Posting

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

F. Conflict of Interest

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

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

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

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

Personal and Familial Relationships With Co-Workers

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

Gifts

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

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

Outside Activities

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

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

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

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

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

G. Cameras and Video Surveillance

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

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

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

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

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

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

H. Employer Property

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

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

I. Employee Property

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

J. Dress Code and Other Personal Standards

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

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

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

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

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

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

Piercings and Tattoos

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

Friday Casual Dress Policy

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

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

T. Parking

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

U. Solicitation and Distribution of Literature

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

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

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

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

V. Health and Safety Policy

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

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

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

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

W. Communicable Diseases

Introduction

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

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

General Guidelines

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

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

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

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

Communicable Illness Defined

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

Reporting Procedure

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

Work Restrictions

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

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

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

Duty to Maintain Privacy

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

X. Drug and Alcohol Abuse Policy

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

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

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

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

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

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

Searches

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

Testing

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

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

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

Violations

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

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

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

Y. Smoking

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

Z. Security Protocols

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

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

AA. Safety and Incident Reporting

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

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

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

BB. Driving on AMPS Business

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

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

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

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

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

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

EMPLOYEE LEAVES AND BENEFITS

A. Holidays

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

The following days are observed as paid holidays by AMPS:

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

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

B. Vacation Policy

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

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

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

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

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

C. Paid Sick Leave

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

Full-Time Employees will accrue 4 hours of sick leave per pay period worked. For example, 10-Month Employees will accrue 80 hours of sick leave, 11-Month employees will accrue 88 hours of sick leave, and 12-Month Employees will accrue 96 hours of sick leave per year with a cap of 160 hours.

Part-Time Employees will accrue 2 hours of sick leave per pay period worked. For example, 10-Month Part-Time Employees will accrue 40 hours of sick leave, 11-Month Part-Time Employees will accrue 44 hours of sick leave and 12-Month Part-Time Employees will accrue 48 hours of sick leave per year with a cap of 160 hours.

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

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

The employee may use all or any percentage of his or her paid sick leave to aid or care for the aforementioned persons. The aforementioned family members include not only biological relationships but also relationships resulting from adoption; step-relationships; and foster care relationships. "Child" as

used herein includes a child of a domestic partner and a child of a person standing in loco parentis.

AMPS will not require, as a condition of an employee's taking paid sick leave, that the employee search for or find a replacement worker to cover the hours during which the employee is on paid sick leave. Employees who wish to use paid sick leave can do so upon a verbal or written request. When possible, employees must give reasonable advance notification of an absence from work for which paid sick leave will be used. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable. When an employee is out due to illness for three (3) or more workdays, a doctor's note certifying the need for the absence and the employee's fitness to return to duty may be required. Employees out on sick leave for more than five (5) consecutive work days will be required to discuss leave of absence options with Human Resources.

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

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

D. Unpaid Leave of Absence (Medical)

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

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

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

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

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

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

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

It is important to request any leave in writing as far in advance as possible, to keep in touch with your supervisor and Human Resources during your leave, and to give prompt notice if there is any change in your return date. If your leave expires and you have not contacted your supervisor and Human Resources, AMPS will assume that you do not plan to return and that you have voluntarily terminated your employment. Employees do not continue to accrue vacation, PSL, or holiday benefits while they are on unpaid discretionary leaves of absence.

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

F. Family and Medical Leave Act (FMLA)

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

Employee Eligibility Criteria

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

Events That May Entitle an Employee To FMLA/CFRA Leave

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

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they each will be entitled to a separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.
2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy).
    a. A "serious health condition" is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
    b. "Inpatient care" means a stay in a hospital, hospice, or residential health care facility,

any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.

c. "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
d. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.

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

Amount of FMLA/CFRA Leave Which May Be Taken

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

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

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

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

Pay during FMLA/CFRA Leave

An employee on FMLA/CFRA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave period. If an employee is

receiving a partial wage replacement benefit during the FMLA/CFRA leave, the School and the employee may agree to have School-provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.

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

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

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

Health Benefits

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

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

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

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

Seniority

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

Medical Certifications

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

AMPS will notify the employee in writing if the certification is incomplete or insufficient, and will advise

the employee what additional information is necessary in order to make the certification complete and sufficient. AMPS may contact the employee's health care provider to authenticate a certification as needed.

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

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

Procedures for Requesting and Scheduling FMLA/CFRA Leave

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

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

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

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

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

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

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

Return to Work

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

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

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

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

Employment during Leave

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

G. Pregnancy Disability Leave

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

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

Reasonable Accommodation for Pregnancy-Related Disabilities

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

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

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

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

Advance Notice and Medical Certification

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

1. Provide 30 days' advance notice before the leave of absence, transfer or reasonable accommodation is to begin, if the need is foreseeable;
2. Provide as much notice as is practicable before the leave, transfer or reasonable accommodation when 30 days' notice is not foreseeable; and
3. Provide a signed medical certification from your healthcare provider that states that you are disabled due to pregnancy or that it is medically advisable for you to be temporarily transferred or to receive some other requested accommodation.
4. AMPS may require you to provide a new certification if you request an extension of time for your leave, transfer or other requested accommodation.

Duration

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

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

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

Reinstatement

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

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

You will be returned to the same or a comparable position upon the conclusion of your leave of absence or transfer. If the same position is not available on your scheduled return date, AMPS will provide you with a comparable position on your scheduled return date or within 60 calendar days of that return date.

However, you will not be entitled to any greater right to reinstatement than if you had not taken the leave. For example, you would have been laid off regardless of the leave, or you would not have been offered a comparable position, then the employee will not be entitled to reinstatement.

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

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

Pay During Leave and Integration with Other Benefits

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

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

Health Benefits

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

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

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

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

d. Any other circumstances beyond the control of the employee.

Seniority

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

H. Military and Military Spousal Leave of Absence

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

Eligibility for Military Leave

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

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

Notice of Military Leave

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

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

Reinstatement from Military Leave

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

released from active duty.

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

Employees who are absent from work 30 days or less or who are absent to take a fitness exam must report to work at the beginning of the first regularly scheduled work day falling 8 hours or more after the employee returns home. If the employee serves 31 to 180 days, he or she must apply for reemployment within 14 days after completing service. If the employee has served 181 days or more, he or she must apply for reemployment within 90 days after completing service.

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

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

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

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

Family Military Leave California

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

1. Is the spouse/ registered domestic partner of a person who: (a) is a member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, or (b) is a member of the National Guard or of the Reserves who has been deployed during a period of military conflict;
2. Provides notice of his or her intention to take leave within two business days of receiving notice that his or her spouse will be on leave from deployment; and
3. Submits written documentation certifying that their spouse will be on leave from deployment during the time the leave is requested.

4. Military conflict means either a period of war declared by the United States Congress, or a period of deployment for which a member of a reserve component is ordered to active duty either by the Governor or the President of the United States.
5. Leave taken under this policy will not affect an employee's right to any other benefits. AMPS will not discriminate against, or tolerate discrimination against, any employee who requests and/or takes leave under this policy. For more information, please contact your supervisor or the Human Resources Department.

I. Jury Duty/Witness Duty

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

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

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

J. Time-Off for Voting

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

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

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

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

K. Emergency Duty/Training Leave

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

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

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

L. Suspended Pupil/Child Leave

California law requires employers to provide time off for parents required to visit a child's school when the child has served a period of suspension from school. To be eligible for time off to attend a child's school, the employee must be the parent of a child in kindergarten or in grades 1-12 and must present a letter, which requests the employee's appearance at their child's school, to his or her supervisor at least two days before the requested time off. Employees may use accrued vacation while attending a child's school under these circumstances. If not, suspended pupil/child leave will be unpaid.

M. Leave for Victims of Crime and Abuse

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

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

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

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

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

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

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.

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

Employees may choose to use paid sick leave that is otherwise available to the employee when taking time off under this policy.

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

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

N. School Appearance and Activities Leave

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

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

O. Adult Literacy Leave

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

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

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

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

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

P. Alcohol and Drug Rehabilitation Leave

AMPS encourages employees with drug or alcohol abuse problems to seek needed counseling and treatment. Employees who are unable to find assistance may contact Human Resources to receive information about finding help. Any communications initiated by an employee and not as a result of a violation of this policy will be treated as confidentially as is possible.

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

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

Q. Civil Air Patrol Leave

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

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

R. Leave for Bone Marrow and Organ Donors

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

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

as possible of the intended dates upon which the leave would begin and end.

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

S. Bereavement Leave

All employees who have worked for the School for at least thirty (30) days shall be eligible to take up to five (5) days of bereavement leave due to the death of a covered family member (spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law). Full-time employees are entitled to up to three (3) days of pay during bereavement leave. For all other employees, bereavement leave shall be unpaid unless an employee elects to use available accrued/unused paid leave. Bereavement leave must be utilized within three (3) months of the covered family member's date of death. Bereavement pay will not be used in computing overtime pay. Any scheduled days off (including weekends, holidays and vacations) falling during the absence will be counted as both bereavement leave and scheduled days off. Upon request, an employee may be required to provide documentation of the death of a covered family member.

INSURANCE BENEFITS

A. Health Benefits

AMPS offers a comprehensive health insurance plan for eligible employees.

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

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

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

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

When Coverage Starts

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

Flexible Spending Plans

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

Stipend

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

COBRA

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

B. Industrial Injury Leave I (Workers' Compensation Insurance)

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

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

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

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

It is the School's policy that when there is a job-related injury, the first priority is to ensure that the injured employee receives appropriate medical attention. AMPS, with the help of its insurance carrier, has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to its operations.
If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems ("EMS") such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.

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

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

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

PERSONNEL EVALUATION AND RECORD KEEPING

A. Performance Evaluations

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

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

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

B. Personnel Files

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

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

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

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

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

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

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

INTERNAL COMPLAINT REVIEW

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

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

A. Internal Complaints

Complaints by Employees Against Employees

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

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

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

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

B. Policy for Complaints Against Employees

Complaints by Third Parties Against Employees

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

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

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

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

C. General Requirements

Confidentiality

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

Non-Retaliation

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

Resolution

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

AMENDMENT TO EMPLOYEE HANDBOOK

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

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

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

AMPS EMPLOYEE HANDBOOK ACKNOWLEDGMENT AND AT-WILL AGREEMENT

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

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

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

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

Employee Printed Name: _____

Employee Signature: _____

Date: _____ Site: _____

APPENDIX A: HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

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

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

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

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

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

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

Your Name: _____ Today's Date: _____

Date of Alleged Incident(s):

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

List any witnesses that were present:

Where did the incident(s) occur?

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

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

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

Signature of Complainant: _____ Date: _____

Print Name: _____

School use only Received by: Date:

APPENDIX B: INTERNAL COMPLAINT FORM

Your Name: _____ Today's Date: _____

Date of Alleged Incident(s):

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

List any witnesses that were present:

Where did the incident(s) occur?

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

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

Signature of Complainant: _____ Date: _____

Print Name: _____

To be completed by School:	
Received by:	Date:

Richmond Charter Academy School Safety Plan

1450 Marina Way

South Richmond, CA

94804

Amethod Public Schools

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The Comprehensive School Safety Plan Overview:

The Comprehensive School Safety Plan (CSSP) is required by Education Code 32282-32289 to be annually reviewed and updated and subsequently submitted for approval to the School Site Council (or School Safety Planning Committee) as well as to the AMPS Board of Directors. The contents of the CSSP should include at a minimum, information assessing the current status of school crime committed on school campus and at school-related functions, strategies and programs that provide or maintain a high level of school safety, and procedures for complying with existing laws related to school safety. For additional information on school safety programs, policies, or procedures and how you may become involved locally, please contact:

Site Director/Site Director: Michelle Coleman
School Site: Richmond Charter Academy
School Address: 1450 Marina Way South, Richmond, CA 94804
Site Director School Phone: 510-235-2465
Site Director Email Address: mcoleman@amethodschools.org

Prepared by:
Site Leader

Reviewed & Approved by: Date Approved:

❏ Richmond Police Department Officer

Richmond Fire Department

❏ AMPS Governing Board

General School Information:

A. School Profile:

At AMPS Richmond Charter Academy, we serve over 300 students from sixth through eighth grade. We are committed to our students' academic success and developing a strong community of learners.

We provide a structured learning environment for our students that is heavily focused on daily attendance, educator effectiveness, and test-score data. Our mission is to foster a culture of hard work and prepare our students in a manner that will help them excel in high school and attend the college of their dreams.

Our goal at Richmond Charter Academy is to work together to provide our students with a rich learning environment. My vision, as the site director, is to always base my decisions on what is

best for students. My belief is that all students can learn and contribute positively to our school. As educators, the staff at RCA will work to discover how each child learns in order to differentiate our instruction to support diverse learning styles and help each student succeed both their academic learning and their social-emotional well-being. In a collaborative effort, we want our scholars to thrive in all ways possible. My hope is that all scholars at RCA will *LOVE* school and that together we cultivate a learning environment that is positive, safe, caring, as well as a fun place to learn and grow.

B. Safe School Mission:

Students and staff will have a safe and secure campus where they are free from physical and psychological harm. The Site Director and staff are committed to maximizing school safety and to creating a positive learning environment that teaches strategies for violence prevention and emphasizes high expectations for student conduct, responsible behavior, and respect for others.

C. AMPS Mission & Motto

Honor Hard Work

Amethod Public Schools' Mission is to provide a rigorous college preparatory education and character development program that will prepare students from underserved communities to succeed in college and beyond.

D. Description of School Facilities:

The exterior and interior areas of the campus are monitored through a closed circuit video surveillance system. Our main office is also the main entrance for both BJE and RCA. BJE students, however, are dropped off and picked up on the south side of the campus. RCA students are dropped off and picked up at the main entrance of the school. The main entrance may be accessed only through a door buzzer. All visitors are directed immediately to the school's main office and expected to show identification and sign in prior to being allowed to enter the school. Security staff monitor incoming visitors and direct them to the main office. All visitors are also required to wear a badge that provides information about their status as a visitor and that they have checked in with the front office.

School Facility Good Repair Status:

System Inspected	Rating

Facilities:

Our facility at 1450 Marina Way S. is newly constructed for the 2021-2022 school year. The building meets the “Good Repair” category in alignment with the California Facility Inspection Tool, being clean, safe, and functional in all categories.

E. Personal Characteristics of Students & Staff

Systems: Gas Leaks, Mechanical/HVAC, Sewer Good	
Interior: Interior Surfaces	Good
Cleanliness: Overall Cleanliness, Pest/Vermin Infestation Good	
Electrical: Electrical	Good
Restrooms/Fountains: Restrooms, Sinks/Fountains Good	
Safety: Fire Safety, Hazardous Materials	Good
Structural: Structural Damage, Roofs Good	
External: Playground/School Grounds, Windows/Doors/Gates/Fences	Good
Overall Rating Satisfactory	

Student Demographics by Ethnicity:	%
Asian	.9%
Hispanic	90%
White, not Hispanic	2%
African American	4.5%
Two more races	1%
Special Education	9.5%
SES	%

F. Notifications and Assurances:

The following persons and entities were notified of the public hearing concerning input on this

Comprehensive School Safety Plan in accordance with the district's administrative regulations.

- FST

Notice to the Public:

The Comprehensive School Safety Plan prepared for the 2022-2023 school year was shared with:

- Parents on the FST
- All school staff will have access to the plan after it is shared with the AMPS governing board
- Communicated to the following entities:
    - Law Enforcement Agencies (by Site Director)
    - Local Fire Stations (by Site Director)

Assurances:

The school site council may include the following three essential components and/or strategies into this plan:

- Assuring each student a safe physical environment
- Assuring each student a safe, respectful, accepting and emotionally nurturing environment
- Providing each student resiliency skills

Evidence of these assurances is embedded throughout this school safety plan.

School Safe Reports:

A. School Crimes Status:

RCA rarely experiences incidents of crime on campus or during school-related functions. To date, the only crimes committed on campus or during school-related functions have been limited to petty theft of student electronic devices and graffiti in the bathrooms, on student desks, and on other school property such as books. Student fights have been rare. The environment immediately surrounding the campus includes the Richmond Marina, WCCUSD administration offices, a cafe, and a public park. A few other businesses are also in the areas such as Comcast and Kaiser. There are two living complexes as well, a complex with lofts and the other are town homes. The crime rate in this part of Richmond is relatively low.

The public park, at the south end of campus and next to the 1450 playground does pose a safety concern, especially during recess times. During recess times, BJE staff position themselves near the gate to supervise students and ensure our students do not interact with any one at the park. Students are also instructed to inform a BJE staff member if they experience or see anyone or any activity that is suspicious. If a staff member witnesses anything suspicious feels it is

necessary, they are instructed to inform the school leadership team and the police.

The marina and public walk way may also pose a safety concern as it is open to the public. The entire campus is fenced in with locked gates as a measure to keep trespassers off of school grounds.

Total Suspensions & Expulsions YTD	
Suspension	
Expulsions	

This chart provides an unduplicated count of students involved in one or more incidents during the academic year who were subsequently suspended or expelled from school

B. Safe School Assessment Resources:

The following resources were analyzed to develop an understanding of current conditions of school safety and standard practices to develop a comprehensive plan of action and procedures to ensure students, staff, and visitors are provided a safe and secure environment.

- School Needs Assessment
- School Climate Data Summary
- Student Survey Results
- Suspension, Truancy, and Expulsion Data

X Improve safety of school grounds	**X** Improve ingress/egress routes
Improve safety of buildings/classrooms	**X** Improve safety of yard (fix blacktop gate)
Improve internal security	**X** Prepare students and staff for crisis

C. Safe Schools Needs Assessment:

What are Needs of School, Staff, and Students?
Assure a Safe Physical Environment
X = area of need

	emergencies
X Improve exterior and/or perimeter security	**X** Prevent and reduce vandalism and graffiti
X Improve dropping off/picking up students	Prevent weapons on campus
X Other: Addition of more security cameras	

Provide each Student with Resiliency Skills (Expectations, Caring and Participation) by enhancing:

X Community service opportunities	**X** Problem solving skills
X Parent involvement	Autonomy (sense of self/identity)
Alternatives to violence	**X** Sense of purpose and future
X Good Communication skills	**X** Participation in academic activities
X Character/value education	**X** High academic self-expectations
Social competence	Other: Bullying prevention and consequences

Assure a Safe, Respectful Accepting, and Emotionally Nurturing Environment by promoting:

X Positive structure in classroom	**X** Prevention and intervention strategies
X Fair, consistent discipline and consequences	**X** Anti-bullying
Acceptance of diversity	**X** Ongoing staff development
X Drug-Free school	**X** Student support (MTSS Systems)
Character/values education	**X** Effective teacher/student relationships
X Parent Involvement	**X** Suicide prevention/response plans
High behavior expectations	**X** Extra-curricular activities

X Conflict resolution skills	Student recognition
Anger Management	Supervision of students across all settings
X Personal and social responsibility	Gang suppression
X Participation in and collaboration of parents/students/community	

D. Conclusions of 2023-24 Safe Schools Assessment:

Areas of Pride and Strength:

- Implementation of Restorative Justice practices
- After school program (ASES)
- Committed and caring teachers, staff, community
- Small school atmosphere
- School Counselor Group

Areas to improve:

- Traffic Concerns (Pick up & drop off)
- Student Supervision (Hallways/Common Areas)
- More Walkie Talkies (for each classroom)

Analysis of how the data, needs, and perceptions about the school's safety determined the goals:

- Through last year's student, staff and parent Youth Truth Survey and Family Staff Team feedback informed needs were identified.

Generalized statement of goals for 2023-24 and forward:

- We strive to enhance the safety of students, staff, and community during traffic times (drop off and pick up procedures) and have set goals that we believe can be achieved in the 2022-2023 school year.

Safe Schools Action Plan:

At the start of the 2019-2020 school year, the front office located at BJE switched from the side entrance at 1450 to the front with RCA. The number of students at BJE also increased by about 60 families due to an added kindergarten class and an added Fifth-grade class. The traffic loop for drop off and pick up for RCA and BJE, however, did not change. We are still using the far gate for BJE and the first gate for RCA. The increase in traffic has caused a number of issues to arise one primarily being the safety of our staff, parents, and students. Throughout the 2019-2020 school year, the school has issued a number of notices asking parents to slow down, both on the

roadway and in the parking lot. We have also had to remind our community to not park in the neighboring businesses parking lots during pick up. It has been a difficult issue keeping families from speeding, making u-turns, and disrupting neighboring businesses. In response, BJE and RCA have worked with our neighboring business and blocked off entrances to their parking lot entrances as well as put up signs to slow down and for no u-turns. We have also put up additional cones to prevent parents from parking in the parking lot and to follow specific routes to enter and leave the parking lot to drop off and pick up our students. The dropping off process in the morning seems to have to work itself out, but it is during the afternoon pick up that has not been fully addressed to ensure safety for staff and students especially. Below are some of the objectives and action items we have for creating a safer process and situation during pick up at BJE and RCA

	Component 1: People and Programs – Create a Caring and Connected School Climate	
Goal #1	Assure a safe physical environment.	
Objective 1.1	Create a safer, more efficient environment during drop off and pick up times <u>Related activities:</u> ● Create painted walkways going to/from school building to sidewalk ● Teaching students & staff on where it is safe to walk ● Explicitly teaching students the proper manner we expect them to walk during drop off and pick up ● Introduce Traffic Personnel to students' class by class ● Outline expectations around how to treat traffic personnel to students and community members ● Create colored nameplates so traffic personnel knows if the person pick up student is legally allowed to ● Reach out to city officials to create lights on street to help traffic slow down ● Three - way stop sign for entrance ● Establish an area in RCA parking lot for parents to use when they are waiting for students in different grade levels. <u>Resources needed:</u> Funds needed to paint & perhaps professional help with painting the areas and walkways <u>Personnel:</u> Traffic Personnel/ Community Outreach Coordinator/ Site Director <u>Training:</u> PD for Staff- How to teach class about traffic/ parking lot expectations for teachers and instructional aides <u>Administration:</u> This will be done by site administration working together with home office administration	Persons Responsible: Administration at site and home office, Safety Coordinator, Traffic Personnel, Community Outreach Coordinator Timeline for Implementation: August 2022 -ongoing

Goal #2	Assure on-going professional development to ensure supportive, nurturing teacher-student relationships in the classroom.	
	Increase teachers and staff members ability to communicate and have positive interactions that minimize conflict and show acceptance towards our diverse student body. Related Activities: ● Bring in outside facilitator to train teachers & staff ● Build on the capacity of expert staff on site ● Include regular and ongoing tiered professional development opportunities for staff in Restorative Justice practices and how to de-escalate difficult situations. Resources needed: Time and funding for outside facilitator Personnel: Outside facilitator, counselor and wellness counselor, administrators, Check in & Connect Lead, Culture Coordinator Training: Professional development, observation and debrief cycles. Administration: Site administration will coordinate with home office staff and work with staff	**Persons Responsible:** Administrators, teachers, school counselors. **Timeline for Implementation:** August 2022-ongoing
	Component 2: Places – Create a Physical Environment That Communicates Respect for Learning and for Individuals	
Goal #1	Assure a safe, respectful, accepting, and emotionally nurturing environment.	
	Expansion of student participation in academic activities via PBIS (Kickboard at RCA) Related activities: ● Expanding the Kickboard program activities and incentives ● Expanding the Kickboard Store offerings ● Continued recognition assemblies ● Celebrate academic successes classroom by classroom and schoolwide Resources needed: Funds to support incentives Personnel: Administration, staff and teachers Training: How to effectively implement positive reinforcement through Kickboard Administration: School Leadership will work together with Grade Level Leads to establish incentives and programs	Persons Responsible: School Leadership Team, Grade Level Leads, teachers, paraprofessionals & teacher assistants Timeline for Implementation: August 2022-ongoing

School Safety Policies, Practices, and Procedures

A. Bully Prevention:

See Title IX Board Policy: Title IX, Harassment, Intimidation, Discrimination and Bullying Policy attached as an appendix.

School administration at Richmond Charter Academy enforces this policy and will not tolerate bullying of any type.

B. Safe Ingress/Egress Procedures:

Supervision of Students:

As students arrive on campus each morning, campus security officers and administrators are strategically placed on campus to monitor student behavior. When students are dismissed at the end of the day, campus security officers and administrators ensure students either travel to afterschool activities or leave campus in a safe and orderly manner.

Visitors:

Many individuals visit the campus to participate in conferences, meet with staff and attend school events. To maintain a safe and secure environment, all parents and visitors are required to check in and sign in at the school office upon arrival, obtain and wear a visitor's badge, and then return to the school office upon departure to sign out.

Sample Communication Forms and Postings:

A. Serious injury or other unplanned and unprecedented event:

CEO or Designee's Responsibilities:

1. Contact School Board, as appropriate.
2. Contact Educational Services or Special Education to assign psychologists and counselors to the site, including determining if bilingual services is needed.
3. Receive permission from the affected family regarding information to be shared.
4. If appropriate, contact families before school resumes. May invite parents to accompany their child(ren) to school the next day and provide counseling for parents. Assign a Parent Liaison
5. If necessary, contact elementary, middle, and high school schools
6. Designate one voice for the press (usually CEO) ensure other staff know to funnel requests for information through the designated speaker.

Site Director's Responsibilities:

1. Identify three rooms/areas for student counseling with available paper, pencils,

construction paper, etc.; if age appropriate; and 1 room for staff counseling.Update staff.

2. Develop a fact sheet for office manager/secretary/clerk to use when responding to inquiries
3. Update students regarding what happened (offer students journaling, poetry, art, sharing of stories, etc. to express their thoughts).
4. Prepare a letter to go home to parents in English and Spanish
5. Make arrangements for staff to be relieved of duties to participate in counseling.
6. Debrief staff at end of school day (share stories)
7. Plan support for the next school day (counseling, food, etc.).
8. If any staff were involved in emergency procedures to save a life, have the CEO's Office contact Richmond Police or Richmond Fire Dept. to access their Critical Incident Stress Teams for debriefing of the school staff members involved.
9. Debrief support staff who helped at the school.
10. Take care of witnesses.
11. Inform staff that all press/news inquiries go to Home Office and CEO.

B. Responding to Inquiries – Site Director's/Site Director's Template:

Sample Script of RCA Office manager/Administrative Assistant

What has happened?

Share the information honestly:

e.g…"This morning one of our students, (NAME), was hit by a car outside of his home. According to the family (he/she) ran out into the street and was seriously injured. "

What actions are being taken?

Security measures, emotional issues, correspondence:

e.g…"The Standardized Emergency Management System was activated. School support staff including school wellness, counselor, and counseling staff have been and will continue to be available to students, teachers, and parents.

A written correspondence will be sent home sharing pertinent and resource information."

When to retrieve students?

Explain that safety and welfare of students is of the foremost concern.

Be prepared for an influx of students wanting to go home or parents trying to retrieve. e.g…"Your son or daughter is not in immediate danger and therefore will be dismissed as usual."

What can the parent/community member do to help?

Immediate and long term:

E.g. “As per the request of the family, monetary donations can be sent to defray the cost of the hospitalization. If you wish for your son/daughter to visit parents/guardians are expected to visit with their child. Respect hospital visitation hours and respect the privacy of the family

Be observant of your child’s feelings and listen to them. If you have concerns about how your child is coping, seek support from family members, clergy, doctor, or contact the school site support staff.”

C. Lockdown – Sample School Messenger Connect Message – English

Initial message:

Hello RCA families.

This is _____, the Site Director of _____School. This message is to inform/update you on an existing situation at our school this morning/afternoon. We are currently in a lockdown mode due to a suspect pursued by the Richmond Police Department near our school. All the children are safe in their classrooms with their teachers at this time. TheRichmond Police have secured the perimeter of our school to ensure that our campus is safe. It is best for your children to remain in the safe surroundings of their locked classroom at this time. The Richmond Police Department has requested that no one approach the school at this time. Please do not come to _____School. As soon as the Police give us the go ahead to open the school, we will contact you immediately. We appreciate your support and cooperation as we ensure the safety of your children as our number one priority.

All clear message:

This is _____, the Site Director of _____School and I am happy to report that the situation with the intruder on campus has been resolved safely and the school is no longer in lockdown. (Add any pertinent details.) Students will be released from school at the usual time. We appreciate your support and cooperation as we ensure the safety of your children as our number one priority.

Lockdown – Sample School Messenger Connect Message – Spanish Initial message:

(Estimados padres de familia) Habla el/la directora/directora, _____de la Escuela _____. Este mensaje es para informarle de un incidente en nuestra escuela esta mañana/tarde. En el momento nos encontramos en una situación de confinamiento debido a que el departamento de policía de Richmond está tras un sospechoso alrededor de nuestra escuela. Actualmente todos los niños se encuentran a salvo con sus maestros en sus salones de clases. El departamento de policía de Richmond ha asegurado el perímetro de nuestra escuela para cerciorarse que el campo escolar esté seguro. Actualmente lo mejor es que sus niños se mantengan protegidos en el salón de clases que está cerrado con

llave. El departamento de policía de Richmond nos ha solicitado que nadie se acerque a la escuela por el momento. Por favor no venga a la Escuela _____. Tan pronto que la policía no dé el visto de bueno para abrir la escuela, no podremos en contacto con ustedes inmediatamente. Le agradecemos su apoyo y cooperación para garantizar la seguridad de sus niños, que son nuestra mayor prioridad.

All clear message:

(Buenas padres de familia) Habla el/la director/directora, _____de la Escuela _____; tengo el placer de reportarles que se ha resuelto el incidente con el intruso en el campo escolar y, ya la escuela no se encuentra en situación de confinamiento. (Add any pertinent details.) La salida de los estudiantes será a la hora de costumbre. Le agradecemos su apoyo y cooperación para garantizar la seguridad de sus niños, que son nuestra mayor prioridad.

Emergency Response Plan:

Disaster Procedures

In the instance of emergencies, Richmond Charter Academy staff and students will follow protocol as dictated in the AMPS Emergency Handbook. Annually, before the first day of school, the Richmond Charter Academy Safety Coordinator, in tandem with guidance from AMPS Home Office staff will train staff on disaster procedures and the protocol to follow at their particular site. Evacuation routes, off-site evacuation locations, and detailed disaster response procedures are described in the AMPS Emergency Handbook. On the first day of school, during every period, classroom staff will review safety procedures, evacuation routes, and gathering locations with their students. Every semester, 3 emergency drills are practiced- fire(monthly), earthquake, and lockdown. Staff will have opportunities to discuss the outcomes of drills after the fact with fellow staff members and also with students. Classroom evacuation maps are included in this School Safety Plan. The AMPS Emergency Handbooks is updated annually, most recent revision- July 2018.

A. Emergency Contact Datasheet:

School/Site: Richmond Charter Academy

IC (Incident Commander): Michelle Coleman

Command Center Location: Main Entrance of 1450 Marina Way S.

Release of Students Location: RCA - Basketball Courts

Emergency Phone Numbers:

Emergency – 911 Fire/Paramedic

Emergency – 911

Non-Emergency RPD - 510-233-1214

Public Utilities:

Electricity: Call 9-1-1 first, then call PG&E at 1-800-743-5000

Gas: Call 9-1-1 first, then call PG&E at 1-800-743-5000
Water: EBMUD 866-403-2683

AMPS Home Office Phone Numbers:
Chief Executive Office: Sylvia Flores 1-510- 436-0172
Director of Operations and Compliance: Maria Arechiga - 1-510-367-0514

Hospitals:
Richmond Kaiser - (510) 307-1500

Staff w/WalkieTalkies:

- Site Directors
- Deans
- Physical Education Teachers
- Traffic Personnel
- ASES Coordinators
- ASES Staff
- Front Desk
- Registrar
- Teachers (classroom)
- Janitor

B. Communication Signals:

Evacuate: announce “this is not a drill please exit the teachers have your students leave all items in the classroom. Teachers in the upper resource building please exit calmly through the back door and use the back staircase to bring students to the blacktop. Teachers in the lower resource building please exit students through the main entrance and calmly proceed to the blacktop for line up. Teachers in all other buildings please lock your doors and escort all students to the blacktop for line up.

Lockdown: announce “lockdown, this is not a drill, repeat, lockdown” All teachers turn off the lights and lock your doors immediately, make sure your windows are covered. Repeat this is not a drill, remain in the classroom until you hear the all clear.

Duck, Cover, and Hold: teacher signals “Duck, cover, and hold”

All-Clear: Site Director to announce all clear and dismiss students to the next class as appropriate.

Persons responsible:

Parent Pick up:	Ms. Guevera, Ms. Duran

Student supervision:	All teachers, counselors, school staff and security staff overseen by administration
Persons responsible for rooms/all clear:	Ms. Landers, Ms. Lopez

C. Action Evacuate:

- Warning: The warning signal at the school for Action “Evacuate” or Evacuate shall be the ringing of the usual fire alarm and/or announcement to evacuate. Call 911.

- Action “Evacuate” consists of:
    - Students and staff shall move in an orderly fashion from inside of the school building(s) to the designated assembly area. Close and lock doors.
    - Removal of student/staff Emergency Data Cards from office to an outside area of safety
    - Teachers ensure Emergency Backpack is carried to the assembly site on the blacktop.
- Action Evacuate is considered appropriate but not limited to:
    - Fire

- Bomb threat
- Chemical accident
- Gas leak
- Explosion or threat of explosion
- Post earthquake
- Other occurrences which make the school building(s) uninhabitable

D. Action "Drop – Take Cover":

- **Warning**: The warning for this type of emergency is the beginning of the disaster itself.
- **Action "Drop – Take Cover" consists of**:
  - Command "Drop – Take Cover" is given
  - Move away from buildings, trees, fences and power lines
  - Drop to your knees
  - Clasp both hands behind your neck
  - Bury your face in your arms
  - Make your body as small as possible
  - Follow instructions and stay away from buildings, trees, and fences. Should a power line fall on a fence, it will be electrified and very dangerous.
- Action "Drop – Take Cover" is effective for students and staff who are outdoors, and is considered appropriate for, but not limited to, the following:
  - Earthquake: shaking of the earth
  - Explosion

E. Action Duck Cover and Hold:

- **Warning**: The warning for this type of emergency is the beginning of the disaster itself
- Action "Duck, Cover, and Hold" consists of:
  - Command "Duck, Cover, and Hold" is given.
  - Each student and staff member takes cover under a table or desk, dropping to his or her knees, with the head protected by the arms, and the back to the windows.
  - Students and staff immediately duck under a desk or table and, with both hands, hold onto the desk leg or table leg.
  - Hang on with both hands and be prepared to move with the desk or table and keep your head and body under the top of the desk or table at all times. Try to stay on your knees when the furniture is moving to keep your face off the floor.
  - After all movement and noise stops, stay under the desk or table until a teacher gives you instructions. Listen carefully and follow instructions.
- Action "Duck, Cover, and Hold" is effective for students and staff who are indoors, and is considered appropriate for, but not limited to, the following:
  - Earthquake: shaking of the earth
  - Explosion
  - Surprise nuclear attack: a) Intense light b) Tremendous sound

F. Action "Lockdown"

- **Types of Crisis:** Dangerous Intruder, Drive-by Shooting, Riot, Unauthorized Weapons on Site, Assault, Battery, or Kidnapping on or near the school site or Crimes or Emergencies in the neighborhood off site.

- Action:
    - Signal “Lockdown” – Staff member closest to the scene of the crisis announce “Lockdown”, then use bells as appropriate. Move away from danger, help students with Disabilities
    - Staff member closest to the crisis call 911 (used landline). Specify if “Intruder” or “Active Assailant.”
    - Site Director Contact the Home Office to notify of incident. If grounds or maintenance staff is on campus, use the following as a “universal signal” for those who are far away or have earplugs: put wrists together and fists clenched.
    - Site Director set-up and man Command Center.
    - Site Director contact the CEO to update status as soon as the situation is under control.
    - Front Office post sign on office door notifying public of lockdown.
    - Site Director activate SEMS (Standardized Emergency Management System) as needed.
- If students are in classrooms (Office staff should lockdown in a safe area of office area with computer):
    - Classroom teachers should quickly scan the hallway for students walking by. Close and lock classroom doors, close and lock windows and close window treatments, if available.
    - Once the Lockdown has started, teachers should not, under any circumstance open their doors until the end of the lockdown.
    - Teaching activities are to be stopped.
    - Silence all mobile telephones; keep the classroom computer turned on.
    - Continue to check email for updates.
    - Assemble students in one area on the floor. Keep students quiet and away from doors and windows. Maintain a calm environment.
    - Lights should only be left on if it would help the police search, without compromising the safety of the students.
    - If gunshot(s) or an explosion is heard, begin action “Duck, Cover, and Hold.”
    - Take roll and prepare a list of missing students.
    - Call or email attendance information to the office, after the threat is contained.
    - If there are no problems, place a green sheet of paper on the front window of the classroom.
    - If there are problems, place a red sheet of paper on the window.
    - If evacuated, bring roll sheets. Office staff takes emergency cards to the designated evacuation area.
- If students are not in classrooms:
    - Go to the safest and closest area or room.
    - DO NOT try to go to your classroom. Instead enter any available room.
    - Physical Education students should be taken to the nearest room, and held there until the end of the lockdown.

- Follow steps “for students in classrooms”above

G. Action “Soft Lockdown” consists of:

- **Warning:** All procedures above from “Lockdown”
- Action:
  - Lights can remain on, teachers may continue teaching, and students may remain in their seats.
  - Transition from a lockdown to a soft lock down must be authorized by the police.
  - During a soft lockdown if students need to leave, only for an urgent need, they must be escorted by staff. **If lockdown is due to Active Assailant:**
  - Do not use placards until the situation is resolved.
  - If Assailant enters an occupied Room: Have a Plan of Action (Run, Hide, Fight).
- Action “Directed Transportation”
  - Warning: Under certain conditions, public safety officials may attempt to move people from an area of danger to an area of safety. Instructions from the authorities could come to the school via telephone, regular radio broadcast, or on the Emergency Alert System. The method of disseminating this warning at the school will, if at all possible, be by telephone message from the home office.

H. Action “Directed Transportation” consists of:

- Transporting students to a safe area.
- Action “Directed Transportation” is considered appropriate only when directed by a competent public safety authority.
  - It may be appropriate for, but not limited to, movement away from:
  - Flood or tsunami,
  - Fire
  - Hazardous materials incident
  - Or Blast Area

I. Action “Student Release”:

May be appropriate for active assailant, earthquake, fire, flood, severe windstorm.

- **Warning:** Verbal communication by the Site Director or designee.
- Action:
  - **“**Student Release” will be considered by the Site Director or designee if directed by the CEO. Students will be held at school until released to an authorized adult.
- Action “Student Release” consists of:
  - Dismissal of all classes.
  - Release of students to their parents or guardian or other authorized adult at Site Director’s or designee’s judgment.
  - Names on emergency contact cards should be compared to an identification card with a photograph of the person to whom the student is released.
- Student Release Procedures:
  - Use signs to designate “Student pick-up area.”

- Use signs to direct parents to line up (e.g. alpha, grade levels or room #'s).
- Release younger students first.
- Provide escort to parent/guardian if necessary

J. Action "Civil Disturbance":

A public or student demonstration or riot on or near school grounds that has the potential to disrupt school activities, cause injury to staff and students, and/or cause property damage.

- **Warning:** The Site Director or designee will signal for a "Lockdown".
- Action:
  - Follow Site Director's or designee's direction for possible "Lockdown"
  - Account for all students and staff
  - Remain in classroom or designated areas until contacted
  - Remain calm and reassuring

K. Action "Hazardous Material Incident"

A hazardous material spill may include one or more of the following:

Natural gas leak

Science lab spill

Chemical release from a nearby facility

A collision or accident involving a tank truck or railroad car

An unknown powder or substance received in a letter or package

- **Warning:** Location, quantity, concentration, and other factors affect how a spill will be handled. Unless you are familiar with the material, risks and specific clean-up procedures, do not try to clean up the spill.
- First priority is students and staff safety, then the environment, and then property
- Actions:
  - Supervising staff notify the office immediately.
  - Evacuate all students from classroom.
  - All students and teacher leave room where incident occurred
  - If possible, close all doors and windows. Ensure that the heating, ventilation and air conditioning system is off.
  - Office will notify the fire/law enforcement agency and district office.
  - Determine the need to implement Action "Evacuate" (fire alarm).
  - Check for adverse medical symptoms (loss of breath, fainting, etc.) and request immediate medical attention.
  - Isolate, identify and get names of students and staff that could have been exposed or contaminated.
  - Account all students and staff.
  - Site Director will direct other action as required.
  - Remain in designated area until contacted

L. Action “Medical Emergency”

Medical emergencies including the following:
Heart attack
Stopped breathing
Severe bleeding
Poisoning
Diabetic emergencies
Heat Stroke

- Warning: Medical emergencies usually occur without warning.
  - **If a medical emergency occurs during school hours, the following emergency actions will be accomplished:**
    - Supervising staff member evaluates the scene of the injury or illness. isolate and secure the area.
    - Notify the school office.
    - Call 9-1-1, as appropriate.
    - If indoors, determine the need to implement Action “Evacuate” (affected classroom only) so that students are not unnecessarily exposed to trauma or danger.
    - Stabilize the victim, and administer first aid.
    - Use standard precautions as outlined in the District’s “Blood-borne Pathogens Exposure Control Plan.”
    - Rejoin students as soon as possible.
    - Account for all students and remain with them.
    - Remain calm and reassure students that all possible actions are being taken to care for the injured or ill person and to protect others.

M. Action “Fire”:

- Actions:
    - Signal “Evacuation” fire bell. Help Students with Disabilities. Close, but do not lock doors. Office staff takes student emergency cards to the evacuation area. Call 911. (Use landline if possible, as cell phone contacts CHP).
    - Site Director notifies (or assigns designee to notify) Dean of Students, Dean of Instruction, campus supervisors, support staff
    - Site Director activates SEMS Plan (Standardized Emergency Management System) as needed.
    - If students are in classrooms:
    - Evacuate. Close but do not lock doors.
    - Teacher takes roll sheets and office staff takes student emergency cards to the evacuation area.
    - Teacher takes roll and alerts the command center of any student not accounted for (telephone, intercom, walkie talkie, runner or email).

- If students are not in classrooms:
- Reunite with students in evacuation area
- Follow the instructions of Law Enforcement and/or other competent authorities upon their arrival. Have extra school maps available for authorities.
- All Clear will be signaled by the Site Director or his/her designee.
- Site Director debriefs staff, parents/community (Parent Square) and students.
- Follow Student Release Procedures (if directed by CEO)

N. Action "Active Assailant on Campus":

A dangerous person could be someone with a legitimate purpose on campus (student, staff, or authorized visitor) or an unauthorized person:

Active assailant/armed suspect

Trespasser

Thief or vandal

Registered sex offender

- **Warning:** The Site Director or designee will signal for a "Lockdown"
- Action: In the event of a dangerous person on campus, do the following:
    - Inside school building
        - Implement "Lockdown", however do not post red or green placards
        - Construct barriers using furniture, desks, etc., as far from the door and windows as possible
    - Instruct students to lie down behind the barriers
    - Do not open doors until after the lockdown is cancelled or you are absolutely sure of the identity or you are absolutely sure of the identity of the person asking to open the door
    - Ask for identification, it can be slid under the door.
    - If the assailant enters an occupied room be ready with a Plan of Action:
        - If possible, **run away** from the threat to a safe location
        - An open room or behind a block wall or building, or off campus
        - It is OK to leave campus if it leads to safety
    - Outside
        - When law enforcement arrives, be quiet and compliant, do not look like a threat:
        - Keep hands empty and hold them up when law enforcement approaches
        - If known, tell where the assailant is located
        - Report status to command center and post placards as instructed

O. Action "Earthquake:

Hazards of ground movement in an earthquake include: items falling from shelves, breaking glass, moving furniture, and building damage and/or collapse **Warning:** Earthquakes usually

strike without warning.

- Actions: The following actions, as time permits, will be accomplished:
    - Inside school building:
    - The teacher, or staff member in authority, will implement Action “Duck, Cover, and Hold”.
    - Try to avoid glass and falling objects, areas where there are large panels of glass and/or heavy suspended light fixtures.
    - Implement Action “Evacuate” when, in the judgment of the staff member, the earthquake is over and tremors have subsided.
    - Special consideration should be given to exit routes as some exits have heavy roof structures over the doorways.
    - Follow the approved route to the assembly area, keep away from trees, power poles, etc. Do not run!
    - Take roll and maintain control of students.
    - Avoid touching electrical wires and metal objects such as chain link fences.
    - Render first aide if necessary.
    - Take roll, issue student name tags, alert command center of any injured or missing student(s).
    - If possible, the school office will immediately notify appropriate agencies/offices (Call 911) and Home Office as per fire drill.
    - Do not return to the building for any reason until they have been declared safe by authorized official(s).
    - The Site Director or designee will determine the advisability or necessity of Action “Student Release.” Prior approval must be obtained by the CEO/ CEO.
    - On school grounds:
    - The staff member in authority implements Action “Drop – Take Cover”.
    - The safest place is in the open. Stay there until the earthquake is over.
    - Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires, and wet areas. Do not run!
    - Activate School Emergency System as/if necessary.

P. Action “Bomb Threat – Bomb or Suspicious Device”:

Bomb threats are usually received by telephone. Bomb threats are serious until proven otherwise. *Refer to References for Dept of Homeland Security Bomb Threat checklist.*

- **Warning:** Bomb threats are usually received as an anonymous telephone call
- Bomb threats may arrive as a letter or handwritten note, email message, or suspicious package.

- Action:
    - Recipient of the threatening telephone call
    - Remain calm.
    - Keep the caller on the line as long as possible.
    - Do Not Hang Up, even if the caller does

- Listen carefully. Be polite and show interest.
- Notify a coworker via note or hand signals or if in a classroom, contact the office immediately.
- Write down as much detail as can be remembered. Try to use exact words.
- If the telephone has a display, copy the number and/or letters on the display window.
- Attempt to get information on location of bomb, and any identification characteristics of caller.
- Have them repeat the message
- Immediately upon termination of the call, do not hang up, but from a different telephone, call 911
- If a bomb threat is received by letter or handwritten note:
- Handle the letter or note as minimally as possible.
- Notify the office and call 911
- If a bomb threat is received by email:
- Do not delete the email message.
- Notify the office and call 911
- Bomb or Suspicious Device
- Do not touch or approach the device
- Notify the office immediately
- Get students out of the immediate areas and wait for directions from the office.
- Follow Site Director's or designee's instructions for appropriate emergency procedures

Q. Pandemic Influenza:

Q.1. General Overview

Pandemic flu is a worldwide outbreak of disease that occurs when a new flu virus appears that can spread from person to person. Because people have not been exposed to the new virus they have little or no immunity.

Therefore, serious illness or death is more likely to result. The illness rates for both seasonal and pandemic flu are high among children.

Because schools are the most densely populated environments in society, they are likely to contribute significantly to the containment or to the spread of flu in the community. Therefore, school closures may result as a means of reducing the overall illness rates within communities.

GOAL

Plan and increase preparedness for the possibility of an influenza pandemic.

<u>Stages of Preparation include planning for:</u>

- Mitigation and Prevention - anticipating needs
- Preparedness - planning what to do and how to do it
- Response - implementing your plan
- Recovery - what to do to return to normal

Site Director/Site Director or Designee:

- Review instructions for staff and students
- Ensure distance learning plan is in place
- Ensure distribution plan for distribution of chromebooks and student materials
- Ensure support staff are adequately assigned to students who require further support
- Ensure weekly lesson plans are submitted
- Ensure system for tracking student attendance is in place through google classroom

Implement prevention policies and procedures including

- Posting of health education materials more frequently
- Education of staff/students on how to cover coughs and sneezes
- Education of staff/students on frequent hand washing
- Use of waterless hand sanitizers and wipes
- Develop a system for rotation of staff, and identify a priority list for staff release.
- Plan for possible use of facility by Public Health Officials.

Students will be dismissed according to standard student release procedures as outlined for any emergency.

"Parent Square" All call system will be used to communicate with parents as needed. Staff communications will happen through email, google hangouts and Zoom meeting. For more information: http://www.pandemicflu.gov/plan/

Q.2. COVID-19 Pandemic

Coronavirus disease 2019 (COVID-19), also known as the coronavirus or COVID, is a contagious disease caused by severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). As one of the results of this global pandemic, Richmond Charter Academy closed to in-person instruction on March 16th 2020. Richmond Charter Academy prepared and returned to in-person instruction for the 2021-2022 and 2022-2023 school years.

Following guidance from the Center for Disease Control and Prevention (CDC), California Department of Health (CDPH), both Alameda County Department of Public Health (ACDPH) and Contra Costa Health Services (CCHS), parent and staff surveys, staff meetings, in consultation with legal counsel and Human Resources consultant, HR Options, Inc, discussion with the AMPS

Covid Task Force, a COVID-19 Prevention Plan, COVID-19 Family Handbook (with accompanying Powerpoint slides presented to parents and staff), and Reopening Plans were crafted with staff and student safety at the forefront.

A brief overview of the mitigation strategies that were put into place are as follows:

- Cleaning, Disinfection
    - Staff are expected to regularly clean high-touch areas
    - The stress is placed on regular cleaning, and thorough disinfection is implemented only in the case of a suspected or confirmed positive COVID-19 case
    - Disinfection produce is based on EPA's N-list of recommended disinfectants
- Ventilation
    - Air filtration was upgraded through installing new MERV-13 air filters
    - Air purifiers have been purchased for classrooms and offices to sanitize the air, which
      may include pollutants, allergens, and toxins.
- Face Coverings
    - It is recommended that Staff and students continue masking while on school campus
- Healthy Hygiene Practices
    - Staff and students are reminded to wash hands regularly
- Identification and Tracing of Contacts
    - COVID-19 School Safety Lead along with Home Office COVID-19 Liaison conduct tracing of contacts if there is a confirmed case of COVID-19
    - Close contacts are required to test after 3-5 days of exposure
- Staff and Family Education
    - Families are provided with COVID testing kits and information about current recommendations
    - Staff were trained in COVID safety and compliance through their Site Directors; training material was provided by HR Options, inc in tandem with the AMPS COVID Task Force
- Triggers for Switching to Distance Learning
    - The switch to distance learning, and the temporary closure of a school will be based on recommendation from the local health department, but will be necessitated if within a 14-day period, an outbreak has occurred in 25% or more stable groups in the school, at least 3 cases have occurred within 14 days AND more than 5% of the school's population is affected
- Communication Plans
    - Our goal is to communicate with our stakeholder groups regularly, reliably, and comprehensively. Since the beginning of the pandemic in March, AMPS has sent out regular updates to staff, students, and parents.
    - Depending on the nature of the communication, the following types of

communication are used: AMPS Website, Social Media, and Email.
- Our goal with these communications is to share timely, accurate, and comprehensive
- information with our community. In doing so, we are required to adhere to privacy requirements, such as those mandated by FERPA and HIPAA. Accordingly, these types of communications may be targeted to the specific person or people involved. There may be other times when we will be able to share information on a school-wide basis.

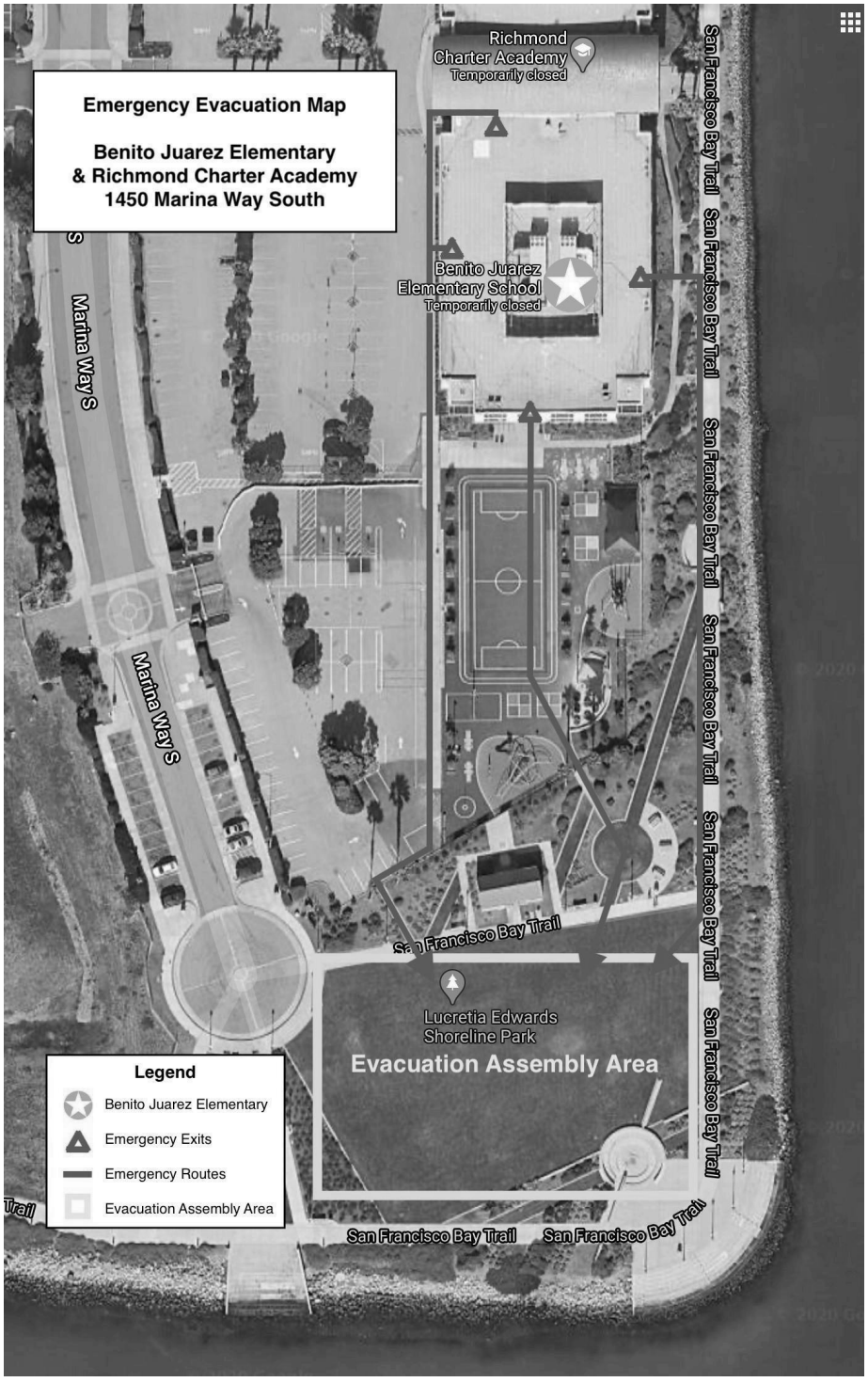
R. Staff "Buddy" List:

When necessary, a "buddy" or buddy group will take charge of the students of other classes. Following the incident and a classroom status check; buddy teachers check with each other to determine: the health of each other, the need to assist with injuries, the need to stay with injured students, etc. Remember: the teacher's responsibility is to do the greatest good for the greatest number. Students should practice exiting to the evacuation site without the teacher leading them. Teacher should stay back to check the classroom and close the door. IMMEDIATELY FOLLOWING STUDENT ACCOUNTING, IF MEMBER OF BUDDY TEAM HAS ACTIVATED Incident Command duty, they are to give their class to the buddy teacher and report for assignment at command. (If buddy is not available, give class to another teacher who is remaining on the field and tell Command and Parent Emergency Pick Up who has your class).

S. Use of Facilities

Education Code section 32282(a)(2)(B)(iii) requires that the safety plans establish "a procedure to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. AMPS shall cooperate with the public agency in furnishing and maintaining the services as AMPS may deem necessary to meet the needs of the community.

Evacuation Maps:



Evacuation Directions

Check safely exited the classroom.

- Check that every student has safely exited the classroom.
- Administrators will check the restrooms, and classrooms to make sure all students have

What to Take

- Emergency backpacks

Evacuate to the Designated Area

- Have students evacuate the building in an orderly and calm manner.
- Go to your designated area on the map and line up.
- Once you arrive to your area, take roll (rosters will be in the emergency backpacks).
- An administrator will collect the roll sheets.
- Wait for an all clear announcement. Once instructions are given, calmly walk your students back to class.

SEMS (Standardized Emergency Management System Plan)

A. Organization Chart:

Incident Commander:	Jasmine Landers (Site Director)
Deputy Incident Commander	Dean Gabriela Lopez (Dean of Students-RCA)
Location of Command Center	Front Desk Area
Alternative Location on campus	BJE Playground near picnic tables
Alternative Location off campus	Site 1: Public Park (Lucretia Edwards Shoreline Park)(located south of campus) Site 2: Rosie the Riveter WWII Home Front National Historical Park Site 3: Marina Bay Yacht Harbor
Emergency Operations Coordinator (Coordinates with Command Staff):	Gabriela Lopez (Dean of Students- Safety Coordinator)
Liaison to outside agencies:	Jasmine Landers (Site Director))

Training	Gabriela Lopez (Safety Coordinator)
PIO (Public Information Officer)	Jasmine Landers (Site Director)
Crisis Response Leader	Jasmine Landers (Site Director)), Richmond Police Department
Plans Chief	Jasmine Landers (Site Director), Gabriela Lopez (Safety Coordinator)
Documentation	Maria Guevara (RCA Registrar)
Messages	Maria Guevara (RCA Registrar)
Search/Rescue	Jasmine Williams (Dean of Instruction)
Procuring food & water	Patricia Duran (Lunch Manager)
Staff/student supplies	Jasmine Landers (Site Director)Gabriela Lopez (Safety Coordinator)
Medical Supplies	Maria Guevara (Safety Coordinator)
Medical First Aid	Maria Guevara (RCA Registrar)
Damage Assessment	Gabriela Lopez (Safety Coordinator)
Disaster Plan Updates	Jasmine Landers (Site Director) Gabriela Lopez (Safety Coordinator)
Crisis Team	Elizabeth Bottoms (Wellness Counselor)
Parent Pick-up	Maria Guevera (RCA Registrar)
Builders/Sanitations	Gabriela Lopez (Safety Coordinator)
Finance Chief	Sylvia Flores Interim CEO.
Claims FEMA/State	Home Office Team

B. Roles and Responsibilities:

1. Incident Commander (Site Director)

The Incident Commander (Site Director) is the decision maker for the impacted school. He/she is responsible for emergency operations to ensure safety of students, staff and others who are on campus. The Incident Commander (Site Director) shall remain at the Command Center to observe and direct all operations. Below is a checklist of responsibilities (can be delegated).

___1. Assume command
___2. Communicate a "signal" to the students and staff identifying the type of emergency
___3. Call 911
___4. Notify Assistant Site Directors, Campus Supervisors, Support Staff
___5. Activate the SEMS Plan components as needed (Command Staff, Plans, Operations, Logistics, and/or Finance) and establish a Command Center
___6. Conduct initial briefing with the Command Staff
___7. Monitor local emergency radio stations for local news
___8. Utilize your Deputy Incident Commander to cover the Command Center, take regular breaks (5 minutes each hour, away from the Command Center)
___9. Create an action plan with specific objectives including strategies to review and evaluate
___10. Make provisions for language translators
___11. Release teachers, as appropriate
___12. CEO review all incident information before release to the news media, parents or general public
___14. Signal all-clear (Police Only will signal; if present)
___15. Begin “Student Release Procedures” when appropriate. Only CEO can direct that students be sent home before the end of the regular school day.
___16. Create an action plan with specific objectives for returning to normal operations
___17. Debrief staff, parents/community, and students

2. Deputy IC (Deputy Incident Commander)

The Deputy Incident Commander assists the IC (Site Director) and takes over the duties of the IC (Site Director) if the IC (Site Director) is absent, has to leave or is unable to do his/her job. Below is a checklist of responsibilities.

___1. Report to, attend briefings, and assist the IC (Site Director)
___2. Keep unauthorized people away from the IC (Site Director)
___3. Responsible for “Plans” in SEMS

3. Command Staff - Emergency Operations Coordinator

The Emergency Operations Coordinator facilitates the overall functioning of the Command Staff. Below is a checklist of responsibilities.

___1. With the assistance of the Liaison Officer, coordinate outside agencies and define roles/responsibilities
___2. Report to IC (Site Director) and attend briefings
___3. Assist unit coordinators (Plans, Operations, Logistics and Finance), as needed
___4. Indicate the process for emergency declarations
___5. Develop status boards
___6. Maintain a “position” log of staff
___7. Monitor Command Staff for signs of stress or under-performance
___8. Fill any unstaffed positions

4. Command Staff - Liaison Officer

The role of the Liaison Officer is to serve as the point of contact for Agency Representatives from assisting organizations and agencies outside the school district (Fire, Police, County, etc.). Below is a checklist of responsibilities.

___1. Assist the Emergency Operations Coordinator and attend briefings
___2. Ensure proper flow of communication between assisting organizations and agencies outside the school district (Fire, Police, County, etc.)
___3. Keep records of assisting organizations, agencies and departments

5. Command Staff - Safety Officer

The Safety Officer ensures that all activities are conducted in as safe a manner as possible under the circumstances. The Safety Officer is the only person other than the IC (Site Director) who has the authority to stop an authorized plan from being put into action. Below is a checklist of responsibilities.

___1. Attend briefings with IC (Site Director)
___2. Monitor, assess, and correct operational activities for dangerous and unsafe conditions
___3. Monitor stress levels of personnel involved in the response
___4. If directed by IC (Site Director), turn off gas supply, water supply and/or electricity
___5. Oversee “Logistics” for equipment and supplies

6. Command Staff - Training Coordinator – Site Director/Student Support Services

The Training Coordinator is responsible for all training prior to the incident. Below is a checklist of responsibilities.

___1. Attend briefings with IC (Site Director)
___2. Train staff prior to an emergency

7. Command Staff - Crisis Response Leader - Wellness Counselor

The Crisis Response Leader addresses the psychosocial needs of students/staff prior to, during and after an incident. Below is a checklist of responsibilities.

___1. Attend briefings with IC (Site Director)
___2. Act as referral resource for students, staff and volunteers
___3. West Contra Costa Unified School District's Crisis Response Manual for resources, materials, etc.
___4. Develop support systems as needed
___5. Conduct group meetings with parents or staff as needed

8. Command Staff - PIO (Site Director)

The Public Information Officer acts as the official spokesperson for the school/district site in an emergency situation. A school site-based PIO should only be used if the media is on campus and the CEO is not available or forthcoming. Below is a checklist of responsibilities.

___1. Contact Board of Directors, Sr Director of Operations, Other Home Office Directors as appropriate.
___2. Contact Educational Services/Special Education to assign psychologists and counselors to the site, and assure bilingual assistance is provided to those who require it.
___3. Attend briefings with IC (Site Director)
___4. Identify yourself as the "PIO" with a vest, visor, sign, etc.
___5. Establish a media information center away from the command post and students. Advise arriving media that the site is preparing a press release and approximate time of its issue.
___6. Statements to the media should include the following: cause, time, event, current situation, care being given, injuries, evacuation plans, student release location, resources in use, best routes to school, and any other information the school wishes to be released to the public.
___7. Ensure announcements and other information are translated into other languages as needed.
___8. Assist with rumor control
___9. Keep all documentation to support the history of the event
___10. Remind staff and volunteers to refer all questions from the media or waiting parents to the CEO.
___11. Monitor new broadcasts about the incident; correct any misinformation heard.

9. Plans Chief

The Plans Chief oversees the function of the action plan by documenting, disseminating information, assessing the seriousness of the incident, demobilization, etc. Staff is assigned to assist with these jobs. Below is a checklist of responsibilities.

___1. Attend briefings with IC (Site Director)

___2. Documentation Team. Develop, distribute, and document all actions and site maps. Receive and record student/staff attendance rosters. Collect completed student release forms from the Parent Emergency pick-up location. Complete a list of students/staff missing, absent, and medical for Emergency pick-up location

___3. Message Team. Maintain a message board

___4. Communication Team. Record, collect, and evaluate information (keep all original notes – they are legal documents). Monitor radio for local news § Maintain display boards for shelter status, transportation status, telephone numbers, school status, etc.

___5. Damage Assessment Team. Report damage to Plans Chief who will report to IC (Site Director) Use site and area maps to record site and surrounding area damages (i.e. road closures, utility outages, etc.)

___6. Demobilization Team. Deploy and supervise personnel as needed to gather and assess intelligence information

___7. Disaster Plan Update Team. Provide ongoing analysis of the situation to Plans Chief who will report it to IC (Site Director). Report status of resources. Prepare estimates of incident escalation or de-escalation. Report missing, absent, and medical students/staff to IC (Site Director)

___8. Web Page Update Team § Using the school's or district's web page, communicate disaster updates to the community

10. Finance Chief (Office Manager/Secretary)

The Finance Chief is responsible for monitoring costs related to incident, procurements, claims and community helpers. Below is a checklist of responsibilities.

___1. Attend briefings with IC (Site Director)

___2. Claims/Procurements /Community Helpers Team

- Track financial records, staff hours, purchasing, etc.
- Complete state and federal claim forms for IC (Site Director)
- Make prior agreements with close stores (i.e. Walgreens, etc.) for supplies
- Make prior arrangements with community helpers (i.e. retired doctors, etc.)
- Do a cost analysis of incident/disaster

Policies and Regulations Related to Student Safety

Richmond Charter Academy has developed the following administrative regulations to provide guidance and procedures for students, staff, and parents in an effort to provide a safe and orderly environment during regular school hours and during the event of an emergency. Legal citations and references may be found by viewing the original board policies.

1. Bomb Threats:

To maintain a safe and secure environment for students and staff, the CEO or designee shall ensure that the district's emergency and disaster preparedness plan and/or each school's comprehensive safety plan includes procedures for dealing with bomb threats. He/she also shall provide training regarding the procedures to site administrators, safety personnel, and staff members who customarily handle mail, telephone calls, or email.

Receiving Threats Any staff member receiving a telephoned bomb threat shall try to keep the caller on the line in order to gather information about the location and timing of the bomb and the person(s) responsible. To the extent possible, the staff member should also take note of the caller's gender, age, any distinctive features of voice or speech, and any background noises such as music, traffic, machinery, or voices. If the bomb threat is received through the mail system or in writing, the staff member who receives it should handle the letter, note, or package as minimally as possible. If the threat is received through electronic means, such as email or text messaging, the staff member should not delete the message.

Response Procedure

The following procedure shall be followed when a bomb threat is received:

1. Any employee who receives a bomb threat shall immediately call 911 and also report the threat to the

CEO or designee. If the threat is in writing, the employee shall place the message in an envelope and take note of where and by whom it was found.

2. Any student or employee who sees a suspicious package shall promptly notify the CEO or designee.

3. The CEO or designee shall immediately use fire drill signals and initiate standard evacuation procedures as specified in the emergency plan.

4. The CEO or designee shall turn off any two-way radio equipment which is located in a threatened building.

- Law enforcement and/or fire department staff shall conduct the bomb search. No school staff shall search for or handle any explosive or incendiary device.
- No one shall reenter the threatened building(s) until the CEO or designee declares that reentry is safe based on law enforcement and/or fire department clearance.
- To the extent possible, the CEO or designee shall maintain communications with staff, parents/guardians, the Board of Directors, other governmental agencies, and the media during the period of the incident.
- Following the incident, the CEO or designee shall provide crisis counseling for students and/or staff as needed.
- Any employee or student found to have made a bomb threat shall be subject to disciplinary procedures and/or criminal prosecution.

2. Bullying:

The RCA Staff recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. RCA employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No individual or group shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, retaliate, cyberbully, cause bodily injury to, or commit hate violence against any student or school personnel.

Cyberbullying includes the creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Strategies for addressing bullying at RCA shall be developed with involvement of key stakeholders, including students, parents/guardians, and staff, and may be incorporated into the comprehensive safety plan, the local control and accountability plan, and other applicable district and school plans.

As appropriate, the CEO/ Site Director/ CEO or designee may collaborate with law enforcement, courts, social services, mental health services, other agencies, and community organizations in the development and implementation of joint strategies to promote safety in schools and the community and to provide services for alleged victims and perpetrators of bullying.

<u>Bullying Prevention:</u>

To the extent possible,RCA shall focus on the prevention of bullying by establishing clear rules for student conduct and implementing strategies to promote a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying.

As appropriate, RCA shall provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

RCA staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective response. An anti-bullying

module created by the California Department of Education (“CDE”) will be made available annually to all certificated employees and other employees who regularly interact with students.

Based on an assessment of bullying incidents at school, the CEO/Site Director/CEO or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

Intervention:
Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Site Director /CEO or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness an act of bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate based on the severity or pervasiveness of the bullying, the Site Director/CEO or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

The CEO, Site Director, or Site Director's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor or school wellness counselor, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate.

Reporting and Filing of Complaints
Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the Site Director, or any other available school employee. Within one business day of receiving such a report, a staff member shall notify the Site Director of the report, whether or not a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student shall, within one business day, report his/her observation to the Site Director or whether or not the alleged victim files a complaint.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the Site Director, or other employee so that the matter may be investigated. When a student uses a social networking site or service to bully or harass another student, the CEO/Site Director or designee may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

Investigation and Resolution of Complaints Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the AMPS organization uniform complaint procedures.

If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the Site Director or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

Discipline:
Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with AMPS/RCA policies and regulations.

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

3. Campus Security:
Richmond Charter Academy is committed to providing a school environment that promotes the safety of students, employees, and visitors to school grounds. RCA also recognizes the importance of protecting school property, facilities, and equipment from vandalism and theft.

The CEO/Site Director or designee shall develop campus security procedures which are consistent with the goals and objectives of the AMPS organization comprehensive safety plan and site-level safety plans. Such procedures shall be regularly reviewed to reflect changed circumstances and to assess their effectiveness in achieving safe school objectives.

Surveillance Systems:
RCA School Leadership Team believes that reasonable use of surveillance cameras will help the school achieve its goals for campus security. In consultation with relevant staff, the Site/Director/CEO/CEO or designee shall identify appropriate locations for the placement of surveillance cameras. Cameras shall not be placed in areas where students, staff, or community members have a reasonable expectation of privacy. Any audio capability on the school's surveillance equipment shall be disabled so that sounds are not recorded.

The Site Director or designee shall ensure that the School's campus security plan includes strategies to:
1. Secure the campus perimeter and school facilities in order to prevent criminal activity
2. Secure buildings from outsiders and discourage trespassing
3. Discourage vandalism and graffiti

4. Control access to keys and other school inventory
5. Detect and intervene with school crime

4. Child Abuse and Reporting:

RCA is committed to supporting the safety and wellbeing of its students and desires to facilitate the prevention of and response to child abuse and neglect. The SiteDirector/CEO or designee shall develop and implement strategies for preventing, recognizing, and promptly reporting known or suspected child abuse and neglect. The SiteDirector/CEO or designee may provide a student who is a victim of abuse with school-based mental health services or other support services and/or may refer the student to resources available within the community as needed.

Child Abuse Prevention:

Richmond Charter Academy's instructional program shall include age appropriate and culturally sensitive child abuse prevention curriculum. This curriculum shall explain students' right to live free of abuse, include instruction in the skills and techniques needed to identify unsafe situations and react appropriately and promptly, inform students of available support resources, and teach students how to obtain help and disclose incidents of abuse.

The RCA program also may include age appropriate curriculum in sexual abuse and sexual assault awareness and prevention. Upon written request of a student's parent/guardian, the student shall be excused from taking such instruction. (Education Code 51900.6)

The Site Director or designee shall, to the extent feasible, seek to incorporate community resources into the child abuse prevention program and may use these resources to provide parents/guardians with instruction in parenting skills and child abuse prevention.

Please refer to Board Policy: 5033 Human Trafficking Prevention Policy

Please refer to Board Policy: 5041 Comprehensive Sexual Health Policy

5. Child Abuse Reporting:

At RCA and throughout all of the AMPS school sites it is the policy to report any and all suspected Child abuse. —"When in Doubt, Report it Out!" According to California Penal Code section 11165.7, a mandated reporter is defined as a teacher, an instructional aide, a classified employee of a public school, etc. Pursuant to California Penal Code 11166, a mandated reported 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, must 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. The number to call:

Contra Costa County Children and Family Services is: 877-881-1116 or 510-374-3324.

Report must be sent to: https://oag.ca.gov/sites/all/files/agweb/pdfs/childabuse/ss_8572.pdf

Definitions:

Child abuse or neglect includes the following: (Penal Code 11165.5, 11165.6)

1. A physical injury or death inflicted by other than accidental means on a child by another person

2. Sexual abuse of a child, including sexual assault or sexual exploitation, as defined in Penal Code 11165.1

3. Neglect of a child as defined in Penal Code 11165.2

4. Willful harming or injuring of a child or the endangerment of the person or health of a child as defined in Penal Code 11165.3

5. Unlawful corporal punishment or injury as defined in Penal Code 11165.4

Mandated reporters include, but are not limited to, teachers; instructional aides; teacher's aides or assistants; classified employees; certificated pupil personnel employees; administrative officers or supervisors of child attendance; athletic coaches, administrators, and directors; security officers; and presenters, and counselors of a child abuse prevention program. (Penal Code 11165.7)

Reasonable suspicion means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on his/her training and experience, to suspect child abuse or neglect. However, reasonable suspicion does not require certainty that child abuse or neglect has occurred nor does it require a specific medical indication of child abuse or neglect. (Penal Code 11166)

Reportable Offenses:

A mandated reporter shall make a report using the procedures provided below whenever, in his/her professional capacity or within the scope of his/her employment, he/she has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. (Penal Code 11166)

Any mandated reporter who has knowledge of or who reasonably suspects that a child is suffering serious emotional damage or is at a substantial risk of suffering serious emotional damage, based on evidence of severe anxiety, depression, withdrawal, or untoward aggressive behavior toward self or others, may make a report to the appropriate agency. (Penal Code 11166.05, 11167)

Any RCA/AMPS employee who reasonably believes that he/she has observed the commission of a murder, rape, or lewd or lascivious act by use of force, violence, duress, menace, or fear of immediate and unlawful bodily injury against a victim who is a child under age 18 shall notify a peace officer. (Penal Code 152.3, 288)

Responsibility for Reporting:

The reporting duties of mandated reporters are individual and cannot be delegated to another person. (Penal Code 11166)

When two or more mandated reporters jointly have knowledge of a known or suspected instance of child abuse or neglect, the report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report. (Penal Code 11166)

No supervisor or administrator shall impede or inhibit a mandated reporter from making a report. (Penal Code 11166)

Any person not identified as a mandated reporter who has knowledge of or observes a child whom he/she knows or reasonably suspects has been a victim of child abuse or neglect may report the known or suspected instance of child abuse or neglect to the appropriate agency. (Penal Code 11166)

Reporting Procedures:

1. Initial Telephone Report

Immediately or as soon as practicable after knowing or observing suspected child abuse or neglect, a mandated reporter shall make an initial report by telephone to any police department (excluding a school district police/security department), sheriff's department, county probation department if designated by the county to receive such reports, or county welfare department. (Penal Code 11165.9, 11166)

Contra Costa County Social Services Agency

1305 Macdonald Ave

Richmond, CA 94801

510- 577-3500

When the initial telephone report is made, the mandated reporter shall note the name of the official contacted, the date and time contacted, and any instructions or advice received.

2. Written Report:

Within 24 hours of knowing or observing the information concerning the incident, the mandated reporter shall then prepare and either send, fax, or electronically submit to the appropriate agency a written follow-up report, which includes a completed Suspected Child Abuse Reporting Form (Penal Code 11166, 11168)

Reports of suspected child abuse or neglect shall include, if known: (Penal Code 11167)

a. The name, business address, and telephone number of the person making the report and the

capacity that makes the person a mandated reporter

b. The child's name and address, present location, and, where applicable, school, grade, and class

c. The names, addresses, and telephone numbers of the child's parents/guardians

d. The name, address, telephone number, and other relevant personal information about the person who might have abused or neglected the child

e. The information that gave rise to the reasonable suspicion of child abuse or neglect and the source(s) of that information

The mandated reporter shall make a report even if some of this information is not known or is uncertain to him/her. (Penal Code 11167)

The mandated reporter may give to an investigator from an agency investigating the case, including a licensing agency, any information relevant to an incident of child abuse or neglect or to a report made for serious emotional damage pursuant to Penal Code 11166.05. (Penal Code 11167)

3. Internal Reporting:

The mandated reporter shall not be required to disclose his/her identity to his/her supervisor, the Site Director, or the CEO or designee. (Penal Code 11166)

However, employees reporting child abuse or neglect to an appropriate agency are encouraged, but not required, to notify the Site Director as soon as possible after the initial telephone report to the appropriate agency. When so notified, the Site Director shall inform the CEO or designee.

The Site Director so notified shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with law, Board policy, and administrative regulation. At the mandated reporter's request, the Site Director may assist in completing and filing the necessary forms.

Reporting the information to an employer, supervisor, Site Director, school counselor, coworker, or other person shall not be a substitute for making a mandated report to the appropriate agency. (Penal Code 11166)

4. Training:

Within the first six weeks of each school year, the CEO or designee shall provide training on mandated reporting requirements to RCA employees and persons working on their behalf who are mandated reporters. Any school personnel hired during the school year shall receive such training within the first six weeks of employment. (Education Code 44691; Penal Code 11165.7)

The training shall include, but not necessarily be limited to, training in identification and reporting of child abuse and neglect. In addition, the training shall include information that failure to report an incident of known or reasonably suspected child abuse or neglect as required by law is a misdemeanor punishable by imprisonment and/or a fine as specified. (Education Code 44691; Penal Code 11165.7)

The AMPS Human Resources department shall obtain and retain proof of each mandated reporter's completion of the training. (Education Code 44691)

In addition, at least once every three years, school personnel may receive training in the prevention of child abuse, including sexual abuse, on school grounds, by school personnel, or in school-sponsored programs. (Education Code 44691)

5. Victim Interviews by Social Services:

Whenever the Department of Social Services or another government agency is investigating suspected child abuse or neglect that occurred within the child's home or out-of-home care facility, the student may be interviewed by an agency representative during school hours, on school premises. The Site Director or designee shall give the student the choice of being interviewed in private or in the presence of any adult school employee or volunteer aide selected by the student. (Penal Code 11174.3)

A staff member or volunteer aide selected by a child may decline to be present at the interview. If the selected person accepts, the Site Director or designee shall inform him/her of the following requirements: (Penal Code 11174.3)

1. The purpose of the selected person's presence at the interview is to lend support to the child and enable him/her to be as comfortable as possible.
2. The selected person shall not participate in the interview.
3. The selected person shall not discuss the facts or circumstances of the case with the child.
4. The selected person is subject to the confidentiality requirements of the Child Abuse and Neglect Reporting Act, a violation of which is punishable as specified in Penal Code 11167.5.

If a staff member agrees to be present, the interview shall be held at a time during school hours when it does not involve an expense to the school. (Penal Code 11174.3)

Release of Child to Peace Officer:

When a child is released to a peace officer and taken into custody as a victim of suspected child abuse or neglect, the CEO or designee and/or Site Director shall not notify the parent/guardian, but rather shall provide the peace officer with the address and telephone number of the child's parent/guardian. (Education Code 48906)

Parent/Guardian Complaints:

Upon request, the CEO or designee shall provide parents/guardians with procedures for reporting suspected child abuse occurring at a school site to appropriate agencies. For parents/guardians whose primary language is not English, such procedures shall be in their primary language and, when communicating orally regarding those procedures, an interpreter shall be provided.

To file a complaint against a district employee or other person suspected of child abuse or neglect at a school site, parents/guardians may file a report by telephone, in person, or in writing with any appropriate agency identified above under "Reporting Procedures." If a parent/guardian makes a complaint about an employee to any other employee, the employee receiving the information shall notify the parent/guardian of procedures for filing a complaint with the appropriate agency.
The employee also is obligated pursuant to Penal Code 11166 to file a report himself/herself using the procedures described above for mandated reporters.

In addition, if the child is enrolled in special education, a separate complaint may be filed with the California Department of Education pursuant to 5 CCR 4650.

Notifications:

The CEO/Site Director or designee shall provide to all new employees who are mandated reporters a statement that informs them of their status as mandated reporters, their reporting obligations under Penal Code 11166, and their confidentiality rights under Penal Code 11167.

The Human Resources Department shall provide these new employees with a copy of Penal Code 11165.7, 11166, and 11167. (Penal Code 11165.7, 11166.5) Before beginning employment, any person who will be a mandated reporter by virtue of his/her position shall sign a statement indicating that he/she has knowledge of the reporting obligations under Penal Code 11166 and will comply with those provisions. The signed statement shall be retained by the Human Resources Department/CEO or designee. (Penal Code 11166.5)

The CEO/Site Director or designee also shall notify all employees that:

1. A mandated reporter who reports a known or suspected instance of child abuse or neglect shall not be held civilly or criminally liable for making a report and this immunity shall apply even if the mandated reporter acquired the knowledge or reasonable suspicion of child abuse or neglect outside of his/her professional capacity or outside the scope of his/her employment. Any other person making a report shall not incur civil or criminal liability unless it can be proven that he/she knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11172)

2. If a mandated reporter fails to timely report an incident of known or reasonably suspected child abuse or neglect, he/she may be guilty of a crime punishable by a fine and/or imprisonment. (Penal Code 11166) 3. No employee shall be subject to any sanction for making a report unless it can be shown that he/she knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11166)

For details on AMPS Child Abuse and Mandated Reporter Policies, please refer to AMPS Employee Handbook pp. 23-24.

6. Comprehensive School Safety Plan

RCA and AMPS recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. RCA and AMPS are fully committed to maximizing school safety and to creating a positive learning environment that includes strategies for violence prevention and high expectations for student conduct, responsible behavior, and respect for others.

The family staff team at RCA shall develop a comprehensive school safety plan relevant to the needs and resources of RCA. The school safety plan shall take into account the school's staffing, available resources, and building design, as well as other factors unique to the site.

The AMPS Board shall review the comprehensive safety plan(s) in order to ensure compliance with state law, Board policy, and administrative regulation shall approve the plan(s) at a regularly scheduled meeting.

The CEO or designee shall notify the California Department of Education of any schools that have not complied with the requirements of Education Code 32281. (Education Code 32288)

The Comprehensive School Safety Plan:

The Comprehensive School Safety Plan is reviewed annually by the Family Staff Team. It is then approved by first responders and the AMPS Board of Governance.

Tactical Response Plan:

Notwithstanding the process described above, any portion of a comprehensive safety plan that includes tactical responses to criminal incidents that may result in death or serious bodily injury at the school site, including steps to be taken to safeguard students and staff, secure the affected school premises, and apprehend the criminal perpetrator(s), shall be developed by AMPS administrators in accordance with Education Code 32281.

In developing such strategies, AMPS administrators shall consult with law enforcement officials and Site Directors. When reviewing the tactical response plan, the Board may meet in closed session to confer with law enforcement officials, provided that any vote to approve the tactical response plan is announced in open session following the closed session. (Education Code 32281)

Public Access to Safety Plan(s):

The CEO or designee shall ensure that an updated file of all safety-related plans and materials is readily available for inspection by the public. (Education Code 32282) However, those portions of the comprehensive safety plan that include tactical responses to criminal incidents shall not be publicly disclosed.

Development and Review of Comprehensive School Safety Plan:

The family staff team shall consult with local law enforcement in the writing and development of the comprehensive school safety plan. When practical, the FST also shall consult with other school site councils and safety committees. (Education Code 32281, 32282)

The Site Director may delegate the responsibility for developing a comprehensive safety plan to a school safety planning committee composed of the following members: (Education Code 32281)

1. The Site Director or designee

2. One teacher who is a representative of the recognized certificated employee organization

3. One parent/guardian whose child attends the school

4. One classified employee who is a representative of the recognized classified employee organization

5. Other members, if desired

Before adopting the comprehensive safety plan, the FST or school safety planning committee shall hold a public meeting at the school in order to allow members of the public the opportunity to express an opinion about the plan. (Education Code 32288)

The Site Director and FST or safety planning committee shall notify, in writing, the following persons and entities of the public meeting: (Education Code 32288)

1. A representative of the local school employee organization
2. A representative of each parent organization at the school, including the parent teacher association and parent teacher clubs
3. A representative of each teacher organization at the school
4. A representative of the school's student body government
5. All persons who have indicated that they want to be notified

In addition, the Site Director or safety planning committee may notify, in writing, the following entities of the public meeting: (Education Code 32288)

1. Representatives of local religious organizations

2. Local civic leaders

3. Local business organizations

<u>Content of the Safety Plan:</u>

Each comprehensive safety plan shall include an assessment of the current status of any crime committed on campus and at school-related functions. (Education Code 32282)

The assessment may include, but not be limited to, reports of crime, suspension and expulsion rates, and surveys of students, parents/guardians, and staff regarding their perceptions of school safety. The plan also shall identify appropriate strategies and programs that will provide or maintain a high level of school safety and address the school's procedures for complying with existing laws related to school safety, including all of the following: (Education Code 32282)

1. Child abuse reporting procedures consistent with Penal Code 11164

2. Routine and emergency disaster procedures.

3. Policies pursuant to Education Code 48915(d) for students who commit an act listed in Education Code 48915(c) and other school-designated serious acts which would lead to suspension, expulsion, or mandatory expulsion recommendations

4. A policy consistent with the prohibition against discrimination, harassment, intimidation, and bullying pursuant to Education Code 200-262.4

5. If the school has adopted a dress code prohibiting students from wearing "gang-related apparel" pursuant to Education Code 35183, the provisions of that dress code and the definition of "gang-related apparel"

6. A safe and orderly school environment conducive to learning

Among the strategies for providing a safe environment, the school safety plan may also include:

1. Development of a positive school climate that promotes respect for diversity, personal and social responsibility, effective interpersonal and communication skills, self-esteem, anger management, and conflict resolution

2. Disciplinary policies and procedures that contain prevention strategies, such as strategies to prevent bullying, hazing, and cyberbullying, as well as behavioral expectations and consequences for violations

3. Curriculum that emphasizes prevention and alternatives to violence, such as multicultural education, character/values education, media analysis skills, conflict resolution, community service learning, and education related to the prevention of dating violence

4. Parent involvement strategies, including strategies to help ensure parent/guardian support and reinforcement of the school's rules and increase the number of adults on campus

5. Prevention and intervention strategies related to the sale or use of drugs and alcohol which shall reflect expectations for drug-free schools and support for recovering students

6. AMPS policy related to possession of firearms and ammunition on school grounds

7. Measures to prevent or minimize the influence of gangs on campus

8. Procedures for receiving verification from law enforcement when a violent crime has occurred on school grounds and for promptly notifying parents/guardians and employees of that crime

9. Assessment of the school's physical environment, including a risk management analysis and development of ground security measures such as procedures for closing campuses to outsiders, installing surveillance systems, securing the campus perimeter, protecting buildings against vandalism.

10. Guidelines for the roles and responsibilities of mental health professionals, community intervention professionals, school counselors, and school personnel. Guidelines may include, but are not limited to, the following:

a. Strategies to create and maintain a positive school climate, promote school safety, and increase student achievement.

b. Strategies to prioritize mental health and intervention services, restorative and transformative justice programs, and positive behavior interventions and support.

c. Protocols to address the mental health care of students who have witnessed a violent act at any time, including, but not limited to, while on school grounds, while coming or going from school, during a lunch period whether on or off campus, or during or while going to or coming from a school-sponsored activity.

11. Strategies for suicide prevention and intervention.

12. Procedures to implement when a person interferes with or disrupts a school activity, remains on campus after having been asked to leave, or creates a disruption with the intent to threaten the immediate physical safety of students or staff.

13. Staff development in violence prevention and intervention techniques, including preparation to implement the elements of the safety plan.

14. Environmental safety strategies, including, but not limited to, procedures for preventing and mitigating exposure to toxic pesticides, lead, asbestos, vehicle emissions, and other hazardous substances and contaminants.

7. Conduct:

The staff at Richmond Charter Academy believes that all students have the right to be educated in a positive learning environment free from disruptions. Students shall be expected to exhibit appropriate conduct that does not infringe upon the rights of others or interfere with the school program while on school grounds, going to or coming from school, at school activities, or on transportation during field trips.

The Site Director or designee shall ensure that RCA develops standards of conduct and discipline consistent with AMPS Board policies and administrative regulations. Students and parents/guardians shall be notified of AMPS and school rules related to conduct.

Prohibited student conduct includes, but is not limited to:

1. Conduct that endangers students, staff, or others, including, but not limited to, physical violence, possession of a firearm or other weapon, and terrorist threats

2. Discrimination, harassment, intimidation, or bullying of students or staff, including sexual harassment, hatemotivated behavior, cyberbullying, hazing or initiation activity, extortion, or any other verbal, written, or physical conduct that causes or threatens to cause violence, bodily harm, or substantial disruption

3. Conduct that disrupts the orderly classroom or school environment

4. Willful defiance of staff's authority

5. Damage to or theft of property belonging to students, staff, or the district

6. Obscene acts or use of profane, vulgar, or abusive language

7. Possession, use, or being under the influence of tobacco, alcohol, or other prohibited drugs

8. Possession or use of a laser pointer, unless for a valid instructional or other school related purpose (Penal Code 417.27)

Prior to bringing a laser pointer on school premises for a valid instructional or school related purpose, a student shall obtain permission from the Site Director or designee.

9. Use of a cellular/digital telephone, pager, or other mobile communications device during instructional time

Such devices shall be turned off in class, except when being used for a valid instructional or other school related purpose as determined by the teacher or other CMO employee, and at any other time directed by a CMO employee. Any device with camera, video, or voice recording function shall not be used in any manner which infringes on the privacy rights of any other person. No

student shall be prohibited from possessing or using an electronic signaling device that is determined by a licensed physician or surgeon to be essential for the student's health and the use of which is limited to purposes related to the student's health. (Education Code 48901.5)

10. Plagiarism or dishonesty on school work or tests
11. Inappropriate attire
12. Tardiness or unexcused absence from school
13. Failure to remain on school premises in accordance with school rules

The CMO shall not be responsible for students' personal belongings which are brought on campus or to a school activity and are lost, stolen, or damaged.

Employees are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or receive a report of a violation of these standards, to immediately intervene or call for assistance. If an employee believes a matter has not been resolved, he/she shall refer the matter to his/her supervisor or an administrator for further investigation.

When a school official suspects that a search of a student or his/her belongings will turn up evidence of the student's violation of the law or school rules, such a search shall be conducted in accordance with BP/AR 5145.12 Search and Seizure.

When a student uses any prohibited device, or uses a permitted device in any unethical or illegal activity, a CMO employee may confiscate the device. The employee shall store the item in a secure manner until an appropriate time. Students who violate CMO or school rules and regulations may be subject to discipline including, but not limited to, suspension, expulsion, transfer to alternative programs, referral to a student success team or counseling services, or denial of participation in extracurricular or co-curricular activities or other privileges in accordance with AMPS Board policy and administrative regulation.

The Site Director/Site Director/CEO or designee shall notify local law enforcement as appropriate. Students also may be subject to discipline, in accordance with law, AMPS Board policy, or administrative regulation, for any off-campus conduct during non-school hours which poses a threat or danger to the safety of students, staff, or CMO property, or substantially disrupts school activities.

8. Discipline

RCA and the AMPS Board of Education is committed to providing a safe, supportive, and positive school environment which is conducive to student learning and to preparing students for responsible citizenship by fostering self-discipline and personal responsibility. RCA believes that high expectations for student behavior, use of effective school and classroom management strategies, provision of appropriate intervention and support, and parent involvement can minimize the need for disciplinary measures that exclude students from instruction as a means for

correcting student misbehavior.

In addition, the Site Director/CEO or designee's strategies shall reflect the AMPS Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures as a means for correcting student misbehavior.

Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as detention, suspension, and expulsion, shall be imposed only when required by law or when other means of correction have been documented to have failed. (Education Code 48900.5)

The CEO or designee shall create a model discipline matrix that lists violations and the consequences for each as allowed by law.

The administrative staff at Richmond Charter Academy may develop disciplinary rules to meet the school's particular needs consistent with law, AMPS Board policy, and CMO regulations. The AMPS Board, at an open meeting, shall review the approved school discipline rules for consistency with AMPS Board policy and state law. (Education Code 35291.5, 32282)

At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, wellbeing, and opportunity to learn.

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

The Site Director/Site Director/CEO or designee shall provide professional development as necessary to assist staff in developing the skills needed to effectively implement the disciplinary strategies adopted for all CMO schools, including, but not limited to, consistent school and classroom management skills, effective accountability and positive intervention techniques, and development of strong, cooperative relationships with parents/guardians.

CMO goals for improving school climate, based on suspension and expulsion rates, surveys of students, staff, and parents/guardians regarding their sense of school safety, and other local measures, shall be included in the district's local control and accountability plan, as required by law.

At the beginning of each school year, the CEO or designee shall report to the Board regarding disciplinary strategies used in CMO schools in the immediately preceding school year and their effect on student learning.

Site Level Rules:

Site level rules shall be consistent with AMPS CMO policies and administrative regulations. In developing site level disciplinary rules, the Site Director/site director or designee shall solicit the participation, views, and advice of one representative selected by each of the following groups: (Education Code 35291.5)

1. Parents/guardians

2. Teachers

3. School administrators

4. School security personnel,

if any 5 Students enrolled in the

school

Annually, site level discipline rules shall be reviewed and, if necessary, updated to align with any changes in district discipline policies or goals for school safety and climate as specified in the CMO's local control and accountability plan.

School rules shall be communicated to students clearly and in an age appropriate manner. It shall be the duty of each employee of the school to enforce the school rules on student discipline. (Education Code 35291)

Disciplinary Strategies:

To the extent possible, staff shall use disciplinary strategies that keep students in school and participating in the instructional program. Except when a student's presence causes a danger to himself/herself or others or he/she commits a single act of a grave nature or an offense for which suspension or expulsion is required by law, suspension or expulsion shall be used only when other means of correction have failed to bring about proper conduct. Disciplinary strategies may include, but are not limited to:

1. Discussion or conference between school staff and the student and his/her parents/guardians

2. Referral of the student to the school counselor or other school support service personnel for case management and counseling

3. Convening of a study team, guidance team, resource panel, or other intervention related team to assess the behavior and develop and implement an individual plan to address the behavior in partnership with the student and his/her parents/guardians

4. When applicable, referral for a comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program or a Section 504 plan

5. Enrollment in a program for teaching prosocial behavior or anger management

6. A positive behavior support approach with tiered interventions that occur during the school day on campus

7. . Participation in a social and emotional learning program that teaches students the ability to understand and manage emotions, develop caring and concern for others, make responsible decisions, establish positive relationships, and handle challenging situations capably

8. Participation in a program that is sensitive to the traumas experienced by students, focuses on students' behavioral health needs, and addresses those needs in a proactive manner

9. Afterschool programs that address specific behavioral issues or expose students to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups

10. Character Reflection Time after school hours as provided in the section below entitled "Character Reflection Time”

11. Community service as provided in the section below entitled "Community Service"

12. In accordance with AMPS Board policy and administrative regulation, restriction or disqualification from participation in extracurricular activities

13. Reassignment to an alternative educational environment

14. . Suspension and expulsion in accordance with law, AMPS Board policy, and administrative regulation

When, by law or CMO policy, other means of correction are required to be implemented before a student could be suspended or expelled, any other means of correction implemented shall be documented and retained in the student's records. (Education Code 48900.5)

Character Reflection Time After School:

Students may be detained for restorative practices reflection or disciplinary reasons up to one hour after the close of the maximum school day. (5 CCR 353)

The Site Director/site director or designee shall notify parents/guardians of the detention at least one day in advance. The student shall not be detained unless the Site Director or designee notifies the parent/guardian.

Students shall remain under the supervision of a certificated employee during the period of restorative character time hour.

Community Service:

As part of or instead of disciplinary action, the Site Director/CEO, Site Director, or Site Director's designee may, at his/her discretion, require a student to perform community service during non-school hours on school grounds or, with written permission of the student's parent/guardian, off school grounds.

Such service may include, but is not limited to, community or school outdoor beautification, campus betterment, and teacher, peer, or youth assistance programs. (Education Code 48900.6)

This community service option is not available for a student who has been suspended, pending expulsion, pursuant to Education Code 48915. However, if the recommended expulsion is not implemented or the expulsion itself is suspended, then the student may be required to perform community service for the resulting suspension. (Education Code 48900.6)

Notice to Parents/Guardians and Students:

At the beginning of the school year, the Site Director/Site Director/CEO or designee shall notify parents/guardians, in writing, about the availability of CMO rules related to discipline. (Education

Code 35291, 48980)

The Site Director/Site Director or designee shall also provide written notice of disciplinary rules to transfer students at the time of their enrollment at RCA.

Suspension & Expulsion Policies and Procedures:

The procedures by which Amethod Public School pupils can be suspended or expelled (California Education Code 47605(b)(5)(J)) are followed for every instance of suspension and expulsion. The purpose of suspension and expulsion procedures are to ensure a safe and effective learning environment for every Richmond Charter Academy student. Those who present an immediate threat to the health and safety of others will be suspended. A student may be subject to suspension when it is determined that he/she:

- Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon the person of another, except in self-defense. (Education Code 48900(a)).
- A student who aids or abets the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31, may be suspended, but not expelled. However, a student may be suspended or expelled pursuant to Education Code 48900(a) once he/she has been adjudged by a juvenile court to have committed, as an aider or abettor, a crime of physical violence in which the victim suffered great or serious bodily injury. (Education Code 48900(q))
- Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of an object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Site Director or designee concurrence. (Education Code 48900(b))
- Unlawfully possessed, used, sold, or otherwise furnished, or was under the influence of, any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind. (Education Code 48900(c))
- Caused or attempted to deface or destruction of school property including facilities interior and exterior
- Defiance of specific school, or classroom rules
- Stole, or attempted to steal school or private property
- Committed, or attempted to commit robbery or extortion
- Possessed or used tobacco or any product containing nicotine, or tobacco products
- Committed an obscene act or engaged in habitual vulgarity.
- Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. Such acts include, but are not limited to hazing, cheating, forgery, gambling, and willful disobedience to school personnel
- Possessed an imitation firearm (any replica substantially similar to an existing firearm as determined by school personnel) as to lead a reasonable person to conclude the replica is indeed a firearm

- Committed or attempted to commit a sexual assault or committed sexual battery
- Harassed, threatened, or intimidated a student who is a complaining witness in school disciplinary proceedings
- Harassment because of sex, race, ancestry, physical or mental disability, age or any other protected basis
- Caused, attempted to cause, threatened to cause or participated in an act of hate violence as defined in Education Code 33032.5

A student may be suspended for any of the acts listed above if the activity is related to school attendance and occurs at any time, including but not limited to:

1. While on school grounds
2. While coming or going from school
3. Whether on or off the school campus
4. During or while going or coming from a school sponsored activity.

Expulsion is an action taken by the AMPS Board of Governance for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to him/herself or others. (Education Code 48915) Expulsion is a drastic step that may affect a child's future, and as such, every effort will be made to develop an educational program that encourages mutual respect among students, staff, and community. Our school's policy provides all students with the opportunity to due process in accordance with Ed Code 49073-49079. These policies are reviewed annually.

For more details on AMPS Suspension and Expulsion policy, including discipline of students with special needs, please consult pages 30-33 in the Family Handbook 2021-2022 for BJE and RCA, and both are revised annually, with the most recent revision in August 2021.

9. Dress and Grooming

The School Leadership Team at RCA in alignment with the AMPS Board believes that appropriate dress and grooming contribute to a productive learning environment. RCA expects students to give proper attention to personal cleanliness and to wear the school uniform daily. Students' clothing must not present a health or safety hazard or a distraction which would interfere with the educational process.

Students and parents/guardians are to be informed about dress and grooming standards at the beginning of the school year and whenever these standards are revised. A student who violates these standards shall be subject to appropriate disciplinary action.

<u>Uniforms:</u>

In order to promote student safety and discourage theft, peer rivalry and/or gang activity, the Site Director, staff and parents/guardians at RCAl have established a reasonable dress code requiring students to wear uniforms. Such a dress code is included as part of the school safety plan and has been presented to the AMPS Board for approval. More information regarding the RCA Uniform Guidelines may be found in the RCA Family Handbook 2022 - 2023.

In addition, the following guidelines shall apply to all regular school activities:

1. Shoes must be worn at all times. Sandals are not allowed.

2. Clothing, jewelry and personal items (backpacks, fanny packs, gym bags, water bottles etc.) shall be free of writing, pictures or any other insignia which are crude, vulgar, profane or sexually suggestive, which bear drug, alcohol or tobacco company advertising, promotions and likenesses, or which advocate racial, ethnic or religious prejudice.

3. Hats, caps and other head coverings shall not be worn at school except for religious exceptions.

4. In accordance with the RCA uniform policy, clothes shall be sufficient to conceal undergarments at all times. See-through or fish-net fabrics, halter tops, off-the-shoulder or low-cut tops, bare midriffs and skirts or shorts shorter than mid-thigh are prohibited.

5. Hair shall be clean and neatly groomed.

10. Earthquake Emergency Procedures System

Earthquake Preparedness:

Earthquake emergency procedures shall be established in every school building having an occupant capacity of 50 or more students, or more than one classroom, and shall be incorporated into the comprehensive safety plan. (Education Code 32282)

Earthquake emergency procedures shall be aligned with the Standardized Emergency Management System and the National Incident Management System. (Government Code 8607; 19 CCR 2400-2450)

Earthquake emergency procedures shall outline the roles and responsibilities of students and staff during and after an earthquake. Earthquake emergency procedures shall include, but not be limited to, all of the following: (Education Code 32282)

1. A school building disaster plan, ready for implementation at any time, for maintaining the safety and care of students and staff

2. A drop procedure whereby each student and staff member takes cover under a table or desk, dropping to his/her knees, with the head protected by the arms and the back to the windows Drop procedures shall be practiced at least once each school quarter in elementary schools and at least once each semester in secondary schools.

3. Protective measures to be taken before, during, and following an earthquake

4 A program to ensure that students and staff are aware of and properly trained in the earthquake emergency procedure system

Staff and students shall be informed of the dangers to expect in an earthquake and procedures to be followed. Students shall be instructed to remain silent and follow directions given by staff in such an emergency. Staff and students also shall be taught safety precautions to take if they are in the open or on the way to or from school when an earthquake occurs.

Earthquake emergency procedures shall designate primary and alternative locations outside of buildings, which may include areas off campus if necessary, where individuals on a school site

will assemble following evacuation. In designating such areas, the Site Director/Site Director or designee shall consider potential post-earthquake hazards outside school buildings including, but not limited to, power lines, trees, covered walkways, chain link fences that may be an electric shock hazard, and areas near buildings that may have debris.

Earthquake emergency procedures also shall outline primary and alternative evacuation routes that avoid areas with potential hazards to the extent possible. The needs of students with disabilities shall be considered when planning evacuation routes.

The Site Director/Site Director or designee shall identify at least one individual within each building to determine if an evacuation is necessary, the best evacuation location, and the best route to that location when an earthquake occurs.

The Site Director/Site Director or designee shall identify potential earthquake hazards in classrooms and other district facilities, including, but not limited to, areas where the main gas supply or electric current enters the building, suspended ceilings, pendant light fixtures, large windows, stairwells, science laboratories, storage areas for hazardous materials, shop areas, and unsecured furniture and equipment. To the extent possible, dangers presented by such potential hazards shall be minimized by securing equipment and furnishings and removing heavy objects from high shelves.

Earthquake While Indoors at School:

When an earthquake occurs, the following actions shall be taken inside buildings and classrooms:

1. Staff shall have students perform the drop procedure. Students should stay in the drop position until the emergency is over or until further instructions are given.

2. In the lab, burners should be extinguished, if possible, before taking cover.

3. As soon as possible, staff shall move students away from windows, shelves, and heavy objects or furniture that may fall.

4. After the earthquake, the Site Director or designee shall determine whether planned evacuation routes and assembly locations are safe and shall communicate with teachers and other staff.

5. When directed by the Site Director or designee to evacuate, or if classrooms or other facilities present dangerous hazards that require immediate evacuation, staff shall account for all students under their supervision and shall evacuate the building in an orderly manner.

Earthquake While Outdoors on School Grounds

When an earthquake occurs, the following actions shall be taken by staff or other persons in authority who are outdoors on school grounds:

1. Staff shall direct students to walk away from buildings, trees, overhead power lines, power poles, or exposed wires.

2. Staff shall have students perform the drop procedure.

3. . Staff shall have students stay in the open until the earthquake is over or until further directions are given.

Subsequent Emergency Procedures:

After an earthquake episode has subsided, the following actions shall be taken:

1. Staff shall extinguish small fires if safe.

2. Staff shall provide first aid to any injured students, take roll, and report missing students to the Site Director or designee.

3. Staff and students shall refrain from lighting any stoves or burners or operating any electrical switches until the area is declared safe.

4 All buildings shall be inspected for water and gas leaks, electrical breakages, and large cracks or earth slippage affecting buildings.

5. The Site Director or designee shall post staff at safe distances from all building entrances and instruct staff and students to remain outside the buildings until they are declared safe.

6. The Site Director or designee shall request assistance as needed from the county or city civil defense office, fire and police departments, city and county building inspectors, and utility companies and shall confer with them regarding the advisability of closing the school.

7. The Site Director or designee shall contact the CEO or designee and request further instructions after assessing the earthquake damage.

8. The Site Director/Public Communications Officer or designee shall provide updates to parents/guardians of district students and members of the community about the incident, any safety issues, and follow-up directions.

11. Fire Drills and Fires

Fire Drills:

The Site Director shall hold fire drills not less than twice every school year at the secondary level. (Education Code 32001)

1. The Site Director shall notify staff as to the schedule for fire drills.

2. Whenever a fire drill is held, all students, teachers and other employees shall be directed to leave the building.

3. Teachers shall ascertain that no student remains in the building.

4. Teachers shall be prepared to select alternate exits and shall direct their classes to these exits whenever the designated escape route is blocked.

5. The Site Director or designee shall keep a record of each fire drill conducted

Fires:

When a fire is discovered in any part of the school, the following actions shall be taken:

1. The Site Director or designee shall sound fire signals, unless the school and/or building is equipped with an automatic fire detection and alarm system. (Education Code 32001)

2. The Site Director or designee shall call 911.

3. All persons shall be directed to leave the building and shall proceed outside to designated assembly areas.

4. Staff shall give students clear direction and supervision and help maintain a calm and orderly response. 5. In outside assembly areas, teachers shall take roll, report missing students, and provide assistance to any injured students.

6. In outside assembly areas, the Site Director, designee and/or each department head shall account for their staff, report missing staff, and provide assistance to any injured staff.

7. If the fire is extensive, students shall be taken to an alternate location for protective custody until parents/guardians can pick them up or until they can be safely transported to their homes.

12. Hate Motivated Behavior

In order to create a safe learning environment for all students, the AMPS Board desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students so as to enable them to gain a true understanding of the civil rights and social responsibilities of people in society.

The CMO prohibits discriminatory behavior or statements that degrade an individual on the basis of his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

The CEO or designee shall collaborate with regional programs and community organizations to promote safe environments for youth. These efforts shall be focused on providing an efficient use of CMO and community resources.

The CMO shall provide age-appropriate instruction to help promote an understanding of and respect for human rights, diversity, and tolerance in a multicultural society and to provide strategies to manage conflicts constructively.

The Site Director/CEO or designee shall ensure that staff receive training on recognizing hate-motivated behavior and on strategies to help respond appropriately to such behavior.

Grievance Procedures:

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the Site Director/Site Director Upon receiving such a complaint, the Site Director/Site Director or designee shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7

Sexual Harassment:

A student who has been found to have demonstrated hate motivated behavior shall be subject to discipline in accordance with law, AMPS Board policy, and administrative regulation. Staff who

receive notice of hate-motivated behavior or personally observe such behavior shall notify the Site Director/Site Director/CEO or designee, and/or law enforcement, as appropriate. As necessary, the CMO shall provide counseling, guidance, and support to students who are victims of hate motivated behavior and to students who exhibit such behavior.

13. Nondiscrimination/Harassment

The AMPS Board and Administrative team at RCA desires to provide a safe school environment that allows all students equal access and opportunities in the CMO's academic, extracurricular, and other educational support programs, services, and activities.

The AMPS Board prohibits, at any CMO school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, targeted at any student by anyone, based on the student's actual or perceived race, color, ancestry, national origin, nationality, ethnicity, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression or association with a person or group with one or more of these actual or perceived characteristics.

This policy shall apply to all acts related to school activity or to school attendance occurring within a CMO school, and to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school.

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also includes the creation of a hostile environment through prohibited conduct that is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

The Board also prohibits any form of retaliation against any individual who reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint, or investigates or participates in the investigation of a complaint or report alleging unlawful discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The CEO or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students,

parents/guardians, and employees. He/she shall provide training and information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination.

The CEO or designee shall regularly review the implementation of the CMO's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the CMO's educational program. He/she shall report his/her findings and recommendations to the Board after each review. Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion when the behavior is severe or pervasive as defined in Education Code 48900.4.

Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

Record-Keeping:

The CEO or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the CMO to monitor, address, and prevent repetitive prohibited behavior in CMO schools.

Measures to Prevent Discrimination:

To prevent unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying, of students at district schools or in school activities and to ensure equal access of all students to the educational program, the CEO or designee shall implement the following measures:

1. Publicize the CMO's nondiscrimination policy and related complaint procedures, including the coordinator/compliance officer's contact information, to students, parents/guardians, employees, volunteers, and the general public, posting them on the CMO's web site and other prominent locations and providing easy access to them through CMO-supported social media, when available.

2. Provide to students a handbook that contains age-appropriate information that clearly describes the CMO's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior. (Education Code 234.1)

3. Annually notify all students and parents/guardians of the CMO's nondiscrimination policy, including its responsibility to provide a safe, nondiscriminatory school environment for all

students, including transgender and gender-nonconforming students. The notice shall inform students and parents/guardians that they may request to meet with the Regional CEO to determine how best to accommodate or resolve concerns that may arise from the CMO's implementation of its nondiscrimination policies. The notice shall also inform all students and parents/guardians that, to the extent possible, the CMO will address any individual student's interests and concerns in private.

4. The CEO or designee shall ensure that students and parents/guardians, including those with limited English proficiency, are notified of how to access the relevant information provided in the CMO's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand. If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning nondiscrimination shall be translated into that language in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

5. Provide to students, employees, volunteers, and parents/guardians age-appropriate training and information regarding the CMO's nondiscrimination policy; what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them. Such training and information shall include details of guidelines the CMO may use to provide a discrimination-free environment for all district students, including transgender and gender nonconforming students.

6. At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, against a student is required to intervene if it is safe to do so. (Education Code 234.1)

7. At the beginning of each school year, inform each Site Director or designee of the CMO's responsibility to provide appropriate assistance or resources to protect students' privacy rights and ensure their safety from threatened or potentially discriminatory behavior.

Enforcement of CMO Policy:

The CEO or designee shall take appropriate actions to reinforce AMPS Nondiscrimination/Harassment Policies as needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti

2. Providing training to students, staff, and parents/guardians about how to recognize unlawful discrimination, how to report it or file a complaint, and how to respond

3. Disseminating and/or summarizing the district's policy and regulation regarding unlawful discrimination

4. Consistent with the laws regarding the confidentiality of student and personnel records, communicating the school's response to students, parents/guardians, and the community

5. Taking appropriate disciplinary action against students, employees, and anyone determined to have engaged in wrongdoing in violation of CMO policy, including any student who is found to have filed a complaint of discrimination that he/she knew was not true.

Process for Initiating and Responding to Complaints:

Any student who feels that he/she has been subjected to unlawful discrimination described above or in CMO policy is strongly encouraged to immediately contact the Site Directo/pSite Director/CEO or any other staff member. In addition, any student who observes any such incident is strongly encouraged to report the incident to the Site Director/Site Director, whether or not the alleged victim files a complaint.

Any school employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, or to whom such an incident is reported shall report the incident to the Site Director/Site Director, within a school day, whether or not the alleged victim files a complaint.

Any school employee who witnesses an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When a verbal report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is made to or received by the Site Director/Site Director, he/she shall make a note of the report and encourage the student or parent/guardian to file the complaint in writing, pursuant to the provisions in the AMPS Uniform Complaint Procedures. Once notified verbally or in writing, the Site Director/Site Directort or designee shall begin the investigation and shall implement immediate measures necessary to stop the discrimination and ensure that all students have access to the educational program and a safe school environment.

Any interim measures adopted to address unlawful discrimination shall, to the extent possible, not disadvantage the complainant or a student who is the victim of the alleged unlawful discrimination. Any report or complaint alleging unlawful discrimination by the Site Director/Site Director or any other person to whom a report would ordinarily be made or complaint filed shall instead be made to or filed with the CEO or designee who shall determine how the complaint will be investigated.

Please refer to AMPS Uniform Complaint Policies and Procedures approved by AMPS Board of Governance on February 19, 2020.

14. Notification of Dangerous Pupils

The AMPS Board desires to provide a safe, orderly working environment for all employees.

In accordance with the AMPS Personnel Policy “Notice to Employees of Potentially Dangerous Persons,” the Amethod Public Schools Governing Board will ensure a safe and orderly work environment for all employees. This includes the following procedures:

- Any employee against whom violence or any threat of violence has been directed in the workplace shall notify the CEO or designee immediately and the CEO or designee shall initiate legal and security measures to protect the employee and others in the workplace

- According to Ed Code 48904 and 48905, the CEO or designee may pursue legal action on behalf of an employee again a student or his/her parent/guardian to recover damages to the employee or his/her property caused by the student's wilful misconduct that occurred on district or school property or during district or school activity.
- CEO or designee shall ensure employees receive adequate training in crisis prevention, classroom management, effective communication techniques, procedures for responding to active shooter situation, etc.
- CEO or designee shall inform teachers of crimes and offenses committed by students who may pose a danger in the classroom (Ed Code 48201, 49079)
- CEO or designee will make available 2-way communication with law enforcement and within the school so that emergencies that occur will be communicated effectively and efficiently

This Policy was approved by the AMPS Board of Governance on October 23, 2019.

The CEO/CEO or designee shall ensure that employees are informed, in accordance with law, regarding crimes and offenses by students who may pose a danger in the classroom.

Employees may not carry or possess pepper spray on school property or at school activities. On a case-by-case basis, however, the CEO or designee may allow the possession of a pepper spray weapon that meets the requirements of Penal Code 12403.7 when justified by unusual dangerous circumstances. Any employee who is negligent or careless in the possession or handling of pepper spray shall be subject to appropriate disciplinary measures.

Reporting of Injurious Objects:

The Board requires school employees to take immediate action upon being made aware that any person is in possession of an injurious object on school grounds or at a school-related or school-sponsored activity. The employee shall use his/her own judgment as to the dangerousness of the situation and, based upon this analysis, shall do one of the following:

1. Confiscate the object and deliver it to the Site Director/Site Director immediately.

2. Immediately notify the Site Director/Site Director, who shall take appropriate action.

3. Immediately notify the local law enforcement agency and the Site Director. When informing the Site Director about the possession or seizure of a weapon or dangerous device, the employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of any seizure.

15. Student Disturbances

The AMPS Board desires to provide orderly campuses that create a positive school environment and are conducive to learning. When students initiate or are involved in a campus disturbance that has the potential to threaten the safety of students or staff, the CEO/CEO/Site Director or designee may request law enforcement assistance.

Staff are encouraged to be alert to conditions at school that may lead to a disturbance, such as racial or cultural conflict, student protests, or gang intimidation and confrontations. Staff who

believe that a disturbance is imminent, or who see a disturbance occurring, shall immediately contact the site director/Site Director. Students who participate in a campus disturbance shall be subject to disciplinary action in accordance with administrative regulations.

Prohibited Activities:

A student involved or attempting to be involved in any of the following prohibited activities shall be subject to discipline:

1. Disturbing the peace, including, but not limited to, causing or attempting to cause a riot, burning or destroying property, fighting, challenging another to fight, or using offensive words likely to provoke a fight.

2. Disrupting school operations, including, but not limited to, exercising free expression which is obscene, libelous, or slanderous or so incites students as to create a clear and present danger of the commission of unlawful acts on school premises or the violation of lawful school regulations, or substantially disrupting the orderly operation of the school (Education Code 48907)

Other examples of activities that may be considered disrupting school operations include, but are not limited to:

a. Organizing or participating in unauthorized assemblies on school premises

b. Participating in sit-ins or stand-ins which deny students or employees normal access to school premises

c. Interfering with or unauthorized use of the district's computer system

3. Refusing to disperse, including, but not limited to, assembling for the purpose of causing a disruption and refusing to disperse upon the direction of school personnel

4. Boycotting school, including, but not limited to, participating in any protest that involves nonattendance where attendance is required at school, class, or at a school activity Any student who participates in a boycott shall be given an unexcused absence and may be classified as truant, regardless of any parent/guardian approval of the absence.

Extension of Class Period

During any disturbance in which additional students might become involved while changing classes, the Site Director/Site Director or designee may notify all staff that any class currently in session will be extended until further notice. Upon receiving this notification, staff shall ensure that all students in their charge remain in one location under their supervision and shall ask all students who are in the halls to return to their classes immediately.

16. Safe Ingress and Egress

Traffic, drop-off and pick-up zone:

Traffic personnel and the BJE and RCA School Leadership Team man and monitor crosswalks before and after school.

There are two speed bumps installed in between the two school crosswalks to protect students and discourage motorists from speeding on Coolidge Ave.

The school goal is to encourage 60% of the student body to carpool, walk, ride, or take public transit to school.

17. Sexual Harassment

The AMPS Board is committed to maintaining a safe school environment that is free from harassment and discrimination. The Board prohibits, at school or at school-sponsored or school-related activities, sexual harassment targeted at any student by anyone. The Board also prohibits retaliatory behavior or action against any person who reports, files a complaint or testifies about, or otherwise supports a complainant in alleging sexual harassment.

The CMO strongly encourages any student who feels that he/she is being or has been sexually harassed on school grounds or at a school-sponsored or school-related activity by another student or an adult who has experienced off-campus sexual harassment that has a continuing effect on campus to immediately contact his/her teacher, the Site Director/Site Director, or any other available school employee. Any employee who receives a report or observes an incident of sexual harassment shall notify the Site Director/Site Director Once notified, the Site Director/Site Director or designee shall take the steps to investigate and address the allegation.

Complaint Process and Disciplinary Actions:

Sexual harassment complaints by and against students shall be investigated and resolved in accordance with law the AMPS Uniform Complaint Procedures. Site Directors/Site Directors are responsible for notifying students and parents/guardians that complaints of sexual harassment can be filed and where to obtain a copy of the procedures.

Upon investigation of a sexual harassment complaint, any student found to have engaged in sexual harassment or sexual violence in violation of this policy shall be subject to disciplinary action. For students in grades 9-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

Upon investigation of a sexual harassment complaint, any employee found to have engaged in sexual harassment or sexual violence toward any student shall have his/her employment terminated in accordance with law.

Record Keeping:

The CEO or designee shall maintain a record of all reported cases of sexual harassment to enable the CMO to monitor, address, and prevent repetitive harassing behavior in the CMO schools.

18. Visitors/Outsiders

The Site Director/Site Director or designee shall post at every entrance to each school and school grounds a notice describing registration requirements, school hours or hours during which

registration is required, the registration location, the route to take to that location, and the penalties for violation of registration requirements. (Education Code 32211; Penal Code 627.6)

Unless otherwise directed by the Site Director/Site Director or designee, a staff member shall accompany visitors while they are on school grounds.

Registration Procedure

In order to register, a visitor shall, upon request, furnish the Site Director/Site Director or designee with the following information:

1. His/her name, address, and occupation
2. His/her age, if less than 21
3. His/her purpose for entering school grounds
4. Proof of identity
5. Other information consistent with the provisions of law

Site Director”s Registration Authority:

The Site Director/Site Director or designee may refuse to register any visitor if he/she reasonably concludes that the individual's presence or acts would disrupt the school, students, or employees; would result in damage to property; or would result in the distribution or use of a controlled substance.

The Site Director/Site Director or designee or school security officer may revoke any visitor's registration if he/she has a reasonable basis for concluding that the individual's presence on school grounds would interfere or is interfering with the peaceful conduct of school activities or would disrupt or is disrupting the school, students, or staff.

When a visitor fails to register, or when the Site Director or designee denies or revokes a visitor's registration privileges, the Site Director/Site Director or designee may request that the individual promptly leave school grounds. When a visitor is directed to leave, the Site Director/Site Directorl or designee shall inform him/her that if he/she reenters the school within seven days he/she may be guilty of a misdemeanor subject to a fine and/or imprisonment.

19. Weapons and Dangerous Instruments

The AMS Board recognizes that students and staff have the right to a safe and secure campus free from physical and psychological harm and desires to protect them from the dangers presented by firearms and other weapons.

Possession of Weapons:

The Board prohibits any student from possessing weapons, imitation firearms, or other dangerous instruments, as defined in law and administrative regulation, in school buildings, on school grounds or buses, at school related or school-sponsored activities away from school, or while going to or coming from school. Under the power granted to the Board to protect the safety of students, staff, and others on CMO property and to maintain order and discipline in the schools,

any school employee is authorized to confiscate any prohibited weapon, imitation firearm, or dangerous instrument from any student on school grounds.

A student possessing or threatening others with any weapon, dangerous instrument, or imitation firearm shall be subject to suspension and/or expulsion in accordance with law, Board policy, and administrative regulations. The Site Diretor/Site Director or designee shall notify law enforcement authorities when any student possesses a firearm, explosive, or other prohibited weapon or dangerous instrument, sells or furnishes a firearm, or commits any act of assault with a firearm or other weapon. (Education Code 48902; Penal Code 245, 626.9, 626.10; 20 USC 7151)

Reporting of Dangerous Objects

The Board encourages students to promptly report the presence of weapons, injurious objects, or other suspicious activity to school authorities. The identity of a student who reports such activity shall remain confidential to the extent permitted by law.

The CEO or designee shall develop strategies designed to facilitate student reporting of the presence of injurious objects on school grounds, such as tip hotlines, electronic transmissions, or other methods that preserve the student's anonymity. Incident reports and records shall not identify the student who reported the possession.

The CEO or designee also shall inform staff, students, and parents/guardians that students who report the presence of injurious objects on school campuses are to be protected and their identity shielded.

Prohibited weapons and dangerous instruments include, but are not limited to:: (Education Code 48915, 49330; Penal Code 626.10, 1610017350, 30310)

1. Firearms: pistols, revolvers, shotguns, rifles, "zip guns," "stun guns," tasers, and any other device capable of propelling a projectile by the force of an explosion or other form of combustion

2. Ammunition or reloaded ammunition

3. Knives, razor blades, and box cutters: any dirks, daggers, ice picks, or other weapons with a fixed, sharpened blade fitted primarily for stabbing, weapons with a blade fitted primarily for stabbing, weapons with a blade longer than 21/2 inches, folding knives with a blade that locks into place, and razors with an unguarded blade

4. Explosive and/or incendiary devices: pipe bombs, time bombs, cap guns, containers of inflammable fluids, and other hazardous devices

5. Any instrument that expels a metallic projectile, such as a BB or a pellet, through the force of air pressure, carbon dioxide pressure, or spring action, or any spot marker gun

6. Any other dangerous device, instrument, or weapon, including those defined in Penal Code 12020, including a blackjack, slingshot, billy, nunchaku, sand club, sandbag, metal knuckles, or any metal plate with three or more radiating points with one or more sharp edges designed for use as a weapon

7. Any imitation firearm, defined as a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

Any employee may take any weapon or dangerous instrument from the personal possession of a student while the student is on school premises or under the authority of the district. (Education Code 49331, 49332)

In determining whether to take possession of the weapon or dangerous instrument, the employee shall use his/her own judgment as to the dangerousness of the situation and, based upon this analysis, shall take one of the following actions:

1. Confiscate the object and deliver it to the Site Director immediately
2. Immediately notify the Site Director/Site Director, who shall take appropriate action
3. Immediately notify the local law enforcement agency and the Site Director/Site Director

When informing the Site Director/Site Director about the possession of a weapon or dangerous instrument, the employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of the possession.

The Site Director/Site Director shall report any possession of a weapon or dangerous instrument to the student's parents/guardians by telephone or in person, and shall follow this notification with a letter.

The employee shall retain possession of the instrument until the risk of its use as a weapon has dissipated or, if the Richmond Police determine it is not a dangerous weapon upon the request of the student's parent/guardian, until the parent/guardian appears and personally takes possession. (Education Code 49331, 49332)

20. Adaptations for Students with Disabilities During Disaster Procedures (SB 323)

In recognition of the need for inclusive safety measures, the AMPS Board commits to ensuring that all disaster preparedness and response procedures are fully accessible and accommodate the needs of students with disabilities. The aim is to foster a safe and supportive environment where every student's wellbeing is safeguarded during emergencies.

Policy Statement:

AMPS acknowledges the heightened vulnerability of students with disabilities during disasters and emergencies. Therefore, the Board mandates the incorporation of specific adaptations and accommodations in all disaster procedures to meet the unique needs of these students. This policy is aligned with our commitment to inclusivity, equity, and the rights of students with disabilities to safety and protection.

Responsibilities:

- **The CEO or Designee's Role:** The CEO or their designee is tasked with ensuring that all disaster preparedness plans include specific provisions for students with disabilities. This includes collaborating with local emergency services, disability advocacy groups, and other relevant organizations to develop effective and inclusive disaster response strategies.
- **Staff Training:** All staff members, including educators, administrators, and support personnel, shall

receive training on the unique needs of students with disabilities in disaster situations. This training will cover identification of specific needs, emergency communication methods, evacuation procedures, and the use of specialized equipment.
- **Individualized Disaster Response Plans:** For students with identified disabilities, individualized disaster response plans (IDRPs) shall be developed in collaboration with the student, their parents or guardians, and relevant healthcare professionals. These plans will detail specific accommodations, medical needs, and evacuation procedures tailored to the student's unique needs.

Grievance Procedures:

Should a student with a disability or their guardian feel that the accommodations provided during a disaster were inadequate or not in accordance with their IDRP, they are encouraged to contact the Site Director immediately. The Site Director, or their designee, will investigate the complaint following the AMPS Uniform Complaint Policy and take appropriate action to address and rectify the situation.

Training and Awareness:

AMPS shall provide ongoing training for students, staff, and faculty on the adaptations for students with disabilities during disasters. This will include regular drills that accommodate and practice the specific procedures outlined in IDRPs, ensuring that the AMPS community is prepared and responsive to the needs of all students during emergencies.

Enforcement and Review:

Compliance with this policy shall be monitored by the Site Director/CEO or designee. Regular reviews of disaster procedures and individual plans shall be conducted to ensure effectiveness and relevance. Staff who fail to adhere to these protocols or to implement IDRPs adequately will be subject to disciplinary action in accordance with AMPS Board policy and administrative regulations.

Through the implementation of this policy, AMPS reaffirms its commitment to creating an inclusive and safe educational environment for all students, particularly those with disabilities, during times of disaster and emergency.

21. Procedures to Assess and Respond to Reports of Dangerous, Violent, or Unlawful Activity (SB 671)

In alignment with its commitment to maintaining a secure and supportive educational environment, the AMPS Board adopts a comprehensive approach to promptly and effectively address reports of dangerous, violent, or unlawful activities within the school community. This policy underscores the importance of safeguarding the welfare of students, staff, and faculty, while also upholding the principles of fairness and due process.

Policy Overview:

AMPS is dedicated to fostering a safe learning environment free from threats, violence, and unlawful activities. To this end, the Board mandates the establishment of clear procedures for the assessment and response to any such reports, ensuring the safety and security of the school community while respecting the rights of all individuals involved.

Reporting Mechanism:

- **Immediate Reporting:** Students, staff, and faculty are encouraged to report any observation or knowledge of dangerous, violent, or unlawful activities to the Site Director or designated safety officer

immediately.
- **Anonymity and Protection:** AMPS shall provide avenues for anonymous reporting and shall take measures to protect the identity of reporters from potential retaliation.

Assessment Procedures:

- **Initial Assessment:** Upon receiving a report, the Site Director or designee shall conduct a preliminary assessment to ascertain the immediacy and severity of the threat. This may involve consulting with relevant personnel, including security staff and mental health professionals.
- **Threat Assessment Team (TAT):** For cases deemed to pose a significant threat, a multidisciplinary Threat Assessment Team shall be convened. This team will include representatives from the school administration, mental health professionals, law enforcement (if necessary), and other relevant stakeholders. The TAT will be responsible for conducting a thorough assessment of the situation, including the context, the individuals involved, and the nature of the reported activity.

Response Strategies:

- **Immediate Action:** If the assessment indicates an imminent threat, immediate measures will be taken to ensure the safety of the school community, which may include lockdowns, evacuations, or involving law enforcement agencies.
- **Intervention and Support:** For situations that require intervention rather than immediate emergency response, AMPS shall implement appropriate support measures. This may include counseling, conflict resolution, behavioral agreements, or disciplinary action in accordance with AMPS Board policy and administrative regulations.
- **Communication:** Clear and timely communication with the school community and, when necessary, with parents or guardians will be maintained, respecting confidentiality and legal obligations.

Training and Awareness:

- **Regular Training:** All staff and faculty will receive regular training on recognizing signs of potential violence or unlawful activity, reporting procedures, and response protocols.
- **Student Awareness:** Students will be educated on the importance of reporting dangerous activities, the mechanisms in place for reporting, and the school's commitment to their safety.

Review and Improvement:

The effectiveness of these procedures will be regularly reviewed and evaluated by the Site Director/CEO or designee, with input from the Threat Assessment Team and the school community. Adjustments and improvements will be made as necessary to ensure the ongoing safety and security of the AMPS community.

Through the enactment of this policy, AMPS reaffirms its dedication to maintaining a safe and secure educational environment, where all members of the school community are empowered to contribute to the safety and well-being of one another.

22. Protocol for Responding to Opioid Overdoses (SB 10)

Recognizing the growing opioid crisis and its potential impact on the secondary school community, the AMPS Board is committed to implementing a proactive and comprehensive approach to manage and respond to opioid overdoses. This protocol is aimed at safeguarding the health and well-being of students, staff, and visitors by ensuring timely and effective responses to overdoses.

Policy Statement:

AMPS acknowledges the critical importance of being prepared for opioid overdose incidents within the school premises. The Board mandates the adoption of a set of clear, actionable steps to address such emergencies, ensuring that all school personnel are equipped with the necessary training and resources to respond effectively.

Preparedness and Prevention:

- **Education and Awareness:** AMPS shall initiate awareness programs for students, staff, and parents about the dangers of opioid use, the signs of an overdose, and the importance of immediate action in such situations.
- **Staff Training:** Designated staff members, including school nurse Interns, health educators, and security personnel, will receive specialized training in identifying opioid overdose symptoms and administering naloxone (an opioid overdose reversal medication), in compliance with state laws and medical guidelines.
- **Naloxone Availability:** Naloxone kits shall be made readily available in easily accessible locations throughout the school premises, and trained personnel will be informed of these locations.

Response Protocol:

- **Immediate Action:** In the event of a suspected opioid overdose, trained personnel shall immediately assess the situation and administer naloxone if an overdose is suspected.
- **Emergency Services:** Simultaneously, 911 or the local emergency number shall be called to ensure that professional medical assistance is on the way.
- **Support and Safety Measures:** The affected individual will be monitored continuously until emergency medical services arrive. Efforts will be made to ensure the safety and privacy of the individual while minimizing exposure or alarm to other students and staff.
- **Post-Incident Support:** Following an overdose incident, AMPS shall provide support to the affected individual, peers, and school staff. This may include counseling services, referrals to substance abuse treatment programs, and education on drug abuse prevention.

Reporting and Documentation:

- **Incident Reporting:** All opioid overdose incidents shall be documented and reported in accordance with school policies and state regulations, respecting confidentiality and privacy laws.
- **Review and Learning:** Each incident will be reviewed to assess the response and to identify any improvements or adjustments needed in the protocol.

Community Collaboration:

- **Partnerships:** AMPS will collaborate with local health departments, emergency responders, and substance abuse prevention organizations to enhance the school's preparedness and response to opioid overdoses.
- **Family and Community Engagement:** The school will engage with families and the wider community to raise awareness about opioid risks and prevention strategies, fostering a supportive network for substance abuse education and prevention.

By adopting this protocol, AMPS demonstrates its dedication to the health and safety of its community, taking a proactive stance in addressing the challenges posed by the opioid crisis. This policy reflects the Board's commitment to creating a safe and supportive environment where students and staff are empowered to act decisively and compassionately in the face of opioid overdose emergencies.

References

A. Richmond Charter Academy Student and Family Handbook

A copy of the Richmond Charter Academy Student & Family Handbook is located in the school office, 1450 Marina Way South, Richmond, CA 94804

B. Amethod Public Schools Employee Handbook

A copy of the AMPS Employee Handbook is located at the Human Resources Department, 2101 Livingston Street, Oakland, CA 94606

C. Amethod Public Schools Board Policies

Copies of AMPS Board Policies - IRS Complaint Policy, Title IX: Harassment, Intimidation, Discrimination, and Bullying Policy, Uniform Complaint Policies and Procedures, Employee Conduct and Student Abuse and Neglect Policy, Anti-Bullying Policy, Campus Search and Seizure, etc. are found on the school website at amethodschools.org

D. Department of Homeland Security Bomb Threat Checklist

Have Bomb Threat Checklist printed and posted at the front desk for quick reference.

Three-Year Plan for Amethod Public Schools RCA Safe School Action Plans (FY 2022-2025)

This plan outlines the strategies, activities, and measurable outcomes aimed at enhancing the safety and well-being of students, staff, and the community at Amethod Public Schools RCA. The plan is organized around two main components: People and Programs, and Places, addressing the needs identified in the Safe Schools Needs Assessment.

FY 2022-2023: Foundation Year

Component 1: People and Programs

- **Goal #1: Assure a Safe Physical Environment**
    - **Objective 1.1**: Enhance drop-off and pick-up safety.
        - **Activities**: Implement painted walkways, introduce Traffic Personnel, create colored nameplates for authorized pickup, engage city officials for traffic calming measures.
        - **Timeline**: Implementation begins August 2022, with ongoing assessment and refinement.
        - **Measurable Outcome**: 20% reduction in traffic-related incidents by the end of FY 2022-2023.
- **Goal #2: Promote Positive Teacher-Student Relationships**
    - **Objective**: Implement ongoing professional development in Restorative Justice and conflict de-escalation.
        - **Timeline**: Starting August 2022, with continuous professional development sessions.
        - **Measurable Outcome**: Achieve a 15% increase in positive behavior reports and a 10% decrease in conflict-related incidents by the end of FY 2022-2023.

Component 2: Places

- **Goal #1: Foster a Respectful and Emotionally Nurturing Environment**
    - **Objective**: Expand student participation in academic activities through PBIS (Kickboard).
        - **Activities**: Enhance the Kickboard program and store offerings, organize recognition assemblies.
        - **Timeline**: Activities to be expanded starting August 2022.
        - **Measurable Outcome**: 10% increase in student engagement in the Kickboard program by the end of FY 2022-2023.

FY 2023-2024: Expansion and Deepening

- **Expand Traffic Safety Measures**: Based on the previous year's outcomes, further engage with city officials for additional traffic calming installations and assess the need for more painted walkways.
- **Deepen Professional Development Programs**: Evaluate the effectiveness of the Restorative Justice training and identify areas for further training and development.
- **Enhance PBIS Implementation**: Review the Kickboard program's impact and explore opportunities for further incentives and recognition strategies to boost student participation and engagement.

FY 2024-2025: Sustainability and Growth

- **Sustainable Traffic Safety Initiatives**: Establish a community-led safety committee to continuously monitor and advocate for safe traffic conditions around the school.
- **Institutionalize Restorative Practices**: Ensure that Restorative Justice practices are fully integrated into the school culture, with ongoing training for new and existing staff.
- **Broaden Student Engagement Programs**: Expand the scope of the PBIS program to include new activities and recognition opportunities, aiming to include a wider range of student interests and achievements.

Success Metrics and Evaluation

- **Annual Reviews**: Conduct annual reviews to measure progress against the outlined measurable outcomes, using data from incident reports, traffic safety assessments, behavior reports, and PBIS engagement metrics.
- **Stakeholder Feedback**: Gather feedback from students, parents, staff, and community members to inform the continuous improvement of safety measures and engagement programs.
- **Adjustment and Refinement**: Use the findings from annual reviews and stakeholder feedback to make necessary adjustments to strategies, ensuring the plan remains responsive to the evolving needs of the school community.

This three-year plan is designed to create a safer, more nurturing, and engaging environment for the students, staff, and community at Amethod Public Schools RCA, with a focus on measurable outcomes and continuous improvement.

What are the benefits with achieving each goal and at what success rate should be achieved every year to ensure these goals are achieved.

Achieving the goals set forth in the Safe School Action Plans for Amethod Public Schools (AMPS) would yield substantial benefits across various domains, significantly impacting the safety, well-being, and overall educational experience of students and staff. To ensure these goals are effectively met, establishing specific success rates for each year is crucial. Here's a look at the benefits associated with achieving each goal and the suggested annual success rates to guide progress:

Goal 1: Assure a Safe Physical Environment

Benefits:

- **Enhanced Safety and Security**: Reduces the risk of accidents, injuries, and unauthorized access, creating a secure learning and working environment for students and staff.
- **Improved Learning Focus**: Students can concentrate better on their studies in a physically safe environment, potentially leading to improved academic outcomes.
- **Increased Community Confidence**: Parents and the community feel more confident in the school's ability to provide a safe environment, enhancing the school's reputation and trust.

Suggested Success Rates:

- **Reduction in Safety Incidents**: Aim for a yearly reduction of 10-20% in incidents related to physical safety, including accidents and unauthorized entries.
- **Compliance with Safety Standards**: Achieve and maintain 100% compliance with local and national

safety standards and regulations each year.

- **Emergency Response Efficiency**: Improve emergency response times and effectiveness by 15-20% annually through drills and training.

Goal 2: Utilize a Training System for Emergency Preparedness

Benefits:

- **Preparedness and Resilience**: Ensures that both students and staff are better prepared for emergencies, reducing chaos and enhancing the ability to respond effectively.
- **Empowerment through Knowledge**: Training empowers the school community with the knowledge to handle emergency situations confidently.
- **Strengthened Community Relations**: Demonstrates to parents and the community that the school is proactive about safety, which can strengthen trust and cooperation.

Suggested Success Rates:

- **Training Completion Rates**: Ensure 100% of students and staff complete emergency preparedness training annually.
- **Drill Performance Improvement**: Enhance performance in drills by 10-15% each year, as measured by evacuation times and adherence to protocols.
- **Feedback and Adaptation**: Collect and act on feedback from drills and training sessions to achieve a 90% satisfaction rate among participants regarding their preparedness.

Goal 3: Assure a Safe, Respectful, Accepting, and Emotionally Nurturing Environment

Benefits:

- **Positive School Climate**: Creates an environment where students feel safe, respected, and emotionally supported, contributing to their overall well-being and readiness to learn.
- **Increased Student Engagement**: A nurturing environment increases student participation in academic and extracurricular activities, fostering a sense of belonging and community.
- **Enhanced Academic Performance**: Students perform better academically in environments where they feel safe and supported, leading to higher achievement and satisfaction rates.

Suggested Success Rates:

- **Increase in Student Participation**: Aim for a 5-10% increase annually in student participation in academic and extracurricular activities as a sign of a supportive environment.
- **Reduction in Behavioral Issues**: Target a 10-15% annual reduction in incidents of bullying, vandalism, and other behavioral issues as indicators of an improved school climate.
- **Positive Feedback from School Community**: Achieve an 85-95% positive feedback rate from students, parents, and staff on the school's climate and safety through annual surveys.

Implementation and Monitoring

- **Regular Monitoring and Evaluation**: Implement a systematic approach to monitor progress towards these success rates, using quantitative data (incident reports, participation rates) and qualitative feedback (surveys, focus groups).

- **Continuous Improvement Process**: Use the data collected to continuously refine and improve strategies and interventions, ensuring they are effective and responsive to the school community's needs.

Achieving these goals with the specified success rates will not only significantly enhance the safety and educational quality at AMPS but also contribute to creating a strong, supportive, and engaged school community, laying a solid foundation for students' success.

AMPS

HONOR HARD WORK

UNIFORM COMPLAINT POLICY AND PROCEDURE

Board Policy Number: 1051
Adopted/Ratified: July 20, 2020
Revised: April 17, 2024

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

Scope

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

(1) Complaints alleging unlawful discrimination, harassment, intimidation or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any AMPS program or activity. Unlawful discrimination includes, but is not limited to, noncompliance with Education Code section 243(a).

(2) Complaints alleging a violation of state or federal law or regulation governing the following programs:

- Accommodations for Pregnant, Parenting or Lactating Students;
- Adult Education Programs;
- Career Technical and Technical Education and Training Programs
- Child Care and Development Programs;
- Migrant Child Education Programs;
- Consolidated Categorical Aid;
- Education or graduation of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a public school, Migratory Children and Children of Military Families;
- Every Student Succeeds Act;
- Regional Occupational Centers and Programs School Safety Plans.

(3) Complaints alleging that a student enrolled in a public school was required to pay a pupil fee for participation in an educational activity as those terms are defined below.

a. "Educational activity" means an activity offered by the charter school that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.

b. "Pupil fee" means a fee, deposit or other charge imposed on students, or a student's parents/guardians, in violation of Education Code section 49011 and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all students without regard to their families' ability or willingness to pay fees or request special waivers, as provided for in *Hartzell v. Connell* (1984) 35 Cal.3d 899. A pupil fee includes, but is not limited to, all of the following:

i. A fee charged to a student as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.

ii. A security deposit, or other payment, that a student is required to make to obtain a lock,

locker, book, class apparatus, musical instrument, uniform or other materials or equipment.

iii. A purchase that a student is required to make to obtain materials, supplies, equipment or uniforms associated with an educational activity.

c. A pupil fees complaint and complaints regarding local control and accountability plans ("LCAP") only, may be filed anonymously (without an identifying signature), if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with Education Code sections 52060 - 52077, including an allegation of a violation of Education Code sections 47606.5 or 47607.3, as referenced in Education Code section 52075, regarding local control and accountability plans.

d. If AMPS finds merit in a pupil fees complaint, or the California Department of Education ("CDE") finds merit in an appeal, AMPS shall provide a remedy to all affected students, parents/guardians that, where applicable, includes reasonable efforts by AMPS to ensure full reimbursement to all affected students and parents/guardians, subject to procedures established through regulations adopted by the state board.

e. Nothing in this Policy shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or AMPS and other entities from providing student prizes or other recognition for voluntarily participating in fundraising activities.

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

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

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

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

Compliance Officer

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

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

The Chief Executive Officer or designee shall ensure that the compliance officer(s) designated to investigate

complaints are knowledgeable about the laws and programs for which they are responsible. The compliance officer may have access to legal counsel as determined by the Chief Executive Officer or designee.

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

Notifications

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

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

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

The annual notice shall include the following:

(a) A list of the types of complaints that fall under the scope of the UCP and the state and federal provisions that govern complaints regarding child nutrition programs and special education programs.

(b) A statement clearly identifying any California State preschool programs that AMPS is operating as exempt from licensing pursuant to Health and Safety Code section 1596.792(o) and corresponding Title 5 health and safety regulations, and any California State preschool programs that AMPS is operating pursuant to Title 22 licensing requirements.

(c) A statement that AMPS is primarily responsible for compliance with federal and state laws and regulations.

(d) A statement that a student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.

(e) A statement identifying the title of the compliance officer, and the identity(ies) of the person(s) currently occupying that position, if known.

(f) A statement that if a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.

(g) A statement that the complainant has a right to appeal AMPS's decision to the CDE by filing a written appeal within thirty (30) calendar days of the date of AMPS's decision, except if AMPS has used its UCP to address a complaint that is not subject to the UCP requirements.

(h) A statement that a complainant who appeals AMPS's decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.

(i) A statement that if AMPS finds merit in a UCP complaint, or the CDE finds merit in an appeal, AMPS shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected student and/or parent/guardian as applicable.

(j) A statement advising the complainant of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable, and of the appeal pursuant to Education Code section 262.3.

(k) A statement that copies of AMPS's UCP shall be available free of charge.

Procedures

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

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

Step 1: Filing of Complaint

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

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

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

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

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

Step 2: Mediation

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

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

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

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

Step 3: Investigation of Complaint

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

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

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

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

Step 4: Final Written Decision

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

The Decision shall include:

1. The findings of fact based on evidence gathered.

2. The conclusion provides a clear determination for each allegation as to whether AMPS is in compliance with the relevant law.

3. Corrective actions, if AMPS finds merit in the complaint and any are warranted or required by law.

4. Notice of the complainant's right to appeal AMPS's Decision within thirty (30) calendar days to the CDE, except when AMPS has used its UCP to address complaints that are not subject to the UCP requirements.

5. Procedures to be followed for initiating such an appeal.

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

Appeals to the CDE

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

1. AMPS failed to follow its complaint procedures.

2. Relative to the allegations of the complaint, AMPS's Decision lacks material findings of fact necessary to reach a conclusion of law.

3. The material findings of fact in AMPS's Decision are not supported by substantial evidence.

4. The legal conclusion in AMPS's Decision is inconsistent with the law.

5. In a case in which AMPS's Decision found noncompliance, the corrective actions fail to provide a proper remedy.

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

1. A copy of the original complaint.

2. A copy of the Decision.

3. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by the parties or gathered by the investigator.

4. A report of any action taken to resolve the complaint.

5. A copy of AMPS's complaint procedures.

6. Other relevant information requested by the CDE.

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

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

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

Civil Law Remedies

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

UNIFORM COMPLAINT PROCEDURE FORM

Last Name: _____ First Name/MI: _____

AMPS

HONOR HARD WORK

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

Street Address/Apt. #: _____ City: _____ State: _____ Zip Code: _____

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

School/Office of Alleged Violation: _____

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

AMPS

HONOR HARD WORK

☐Consolidated Categorical Aid Programs

☐Career Technical and Technical Education and Training Programs;

☐Child Care and Development Programs;

☐Pregnant, Parenting, or Lactating Students

☐Migrant Child Education Programs;

☐Adult Education Programs;

☐ Regional Occupational Centers and Programs

☐School Safety Plan

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

☐Every Student Succeeds Act

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

☐Age

☐Ancestry

☐Color

☐Disability (Mental or Physical)

☐Ethnic Group Identification

☐Gender / Gender Expression / Gender Identity

☐Genetic Information

☐Immigration Status/Citizenship

☐Marital Status

☐Medical Condition

☐Nationality / National Origin

☐Race or Ethnicity

☐Religion

☐Sex (Actual or Perceived)

☐Sexual Orientation (Actual or Perceived)

☐Based on association with a person or group with one or more of these actual or perceived characteristics

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

_____

_____

_____

_____

_____

_____

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

_____

_____

_____

_____

_____

_____

_____

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

Signature: _____ Date:

Mail complaint and any relevant documents to the Compliance Officer:

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

AMPS

HONOR HARD WORK

Board Policy #: 5008-1
Adopted/Ratified: June 18, 2024

TITLE IX POLICY PROHIBITING DISCRIMINATION ON THE BASIS OF SEX

This Title IX Policy Prohibiting Discrimination on the Basis of Sex ("Policy") contains the policies and grievance procedures of Amethod Public Schools ("AMPS" or "Charter School") to prevent and address sex discrimination, including but not limited to sexual harassment, sex-based hostile environment harassment, discrimination based on pregnancy or related conditions, sex-based discrimination in access to athletics or educational resources, and retaliation against a person who has reported sex discrimination.

AMPS does not discriminate on the basis of sex and prohibits any acts of sex discrimination in any education program or activity that it operates, as required by California law, Title IX (20 U.S.C. § 1681 *et seq*.) and the Title IX regulations (34 C.F.R. Part 106), including in admission and employment.[1] AMPS will take actions to promptly and effectively end any sex discrimination in its education program or activity, prevent its recurrence, and remedy its effects.

This Policy applies to conduct occurring in AMPS's education programs or activities on or after August 1, 2024 including but not limited to incidents occurring on the school campus, during school-sponsored events and activities regardless of the location, and through school-owned technology, whether perpetrated by a student, parent/guardian, employee, volunteer, independent contractor or other person with whom AMPS does business.

Inquiries about the application of Title IX and 34 C.F.R. Part 106 (hereinafter collectively referred to as "Title IX") may be referred to the AMPS Title IX Coordinator, the Office for Civil Rights of the U.S. Department of Education, or both.

Definitions

Prohibited Sex Discrimination

Title IX and California law prohibit discrimination on the basis of sex, including sex-based harassment and differences in the treatment of similarly situated individuals on the basis of sex with regard to any aspect of services, benefits, or opportunities provided by AMPS. Discrimination on the basis of sex includes discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.

Prohibited Sex-Based Harassment

Under Title IX, "sex-based harassment" means conduct on the basis of sex that satisfies one or more of the following:

[1] AMPS complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports and complaints of misconduct prohibited by this Policy.

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- Quid pro quo harassment occurs when an employee, agent, or other person authorized by AMPS to provide an aid, benefit, or service under AMPS's education program or activity explicitly or impliedly conditions the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct.

- Hostile environment harassment is unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from AMPS's education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:
    - The degree to which the conduct affected the complainant's ability to access AMPS's education program or activity;
    - The type, frequency, and duration of the conduct;
    - The parties' ages, roles within AMPS's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
    - The location of the conduct and the context in which the conduct occurred; and
    - Other sex-based harassment in AMPS's education program or activity.

- Sexual assault, meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.

- Dating violence, meaning violence committed by a person:
    - Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
    - Where the existence of such a relationship shall be determined based on a consideration of the following factors:
        - The length of the relationship;
        - The type of relationship; and
        - The frequency of interaction between the persons involved in the relationship.

- Domestic violence, meaning felony or misdemeanor crimes committed by a person who:
    - Is a current or former spouse or intimate partner of the victim under applicable family or domestic violence laws, or a person similarly situated to a spouse of the victim;
    - Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
    - Shares a child in common with the victim; or

  - Commits acts against a youth or adult victim who is protected from those acts under applicable family or domestic violence laws.

- Stalking, meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
  - Fear for the person's safety or the safety of others; or
  - Suffer substantial emotional distress.

Under California Education Code section 212.5, sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when: (a) submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through AMPS.

Examples of conduct that may fall within the Title IX definition of sex-based harassment, the Education Code definition of sexual harassment, or both:

- Physical assaults of a sexual or sex-based nature, such as:
  - Rape, sexual battery, molestation or attempts to commit these assaults.
  - Intentional physical conduct that is sex-based or sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, poking another's body, violence, intentionally blocking normal movement or interfering with work or school because of sex.

- Unwanted sexual advances or propositions, derogatory sex-based comments, or other sex-based conduct, such as:
  - Sexually oriented or sex-based gestures, notices, epithets, slurs, remarks, jokes, or comments about a person's sexuality or sexual experience.
  - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
  - Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's or the employee's sex.

  - Retaliation against an individual who has articulated a good faith concern about sex-based harassment.

- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
  - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.
  - Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
  - Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

The illustrations above are not to be construed as an all-inclusive list of sex-based harassment acts prohibited under this Policy.

Complainant means a student or employee who is alleged to have been subjected to conduct that could constitute sex-based discrimination, or a person other than a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination and who was participating or attempting to participate in AMPS's education program or activity at the time of the alleged sex discrimination. Complaints may also be made by: (1) a parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant; or (2) AMPS's Title IX Coordinator. For complaints of sex discrimination other than sex-based harassment, complaints can also be made by any student, employee, or other person who was participating or attempting to participate in AMPS's education program or activity at the time of the alleged sex discrimination.

Complaint means an oral or written request to AMPS that objectively can be understood as a request for AMPS to investigate and make a determination about alleged sex discrimination.

Confidential Employee means an employee of AMPS whose communications are privileged or confidential under Federal or State law (e.g., a licensed therapist or psychologist, etc.) or an employee whom AMPS has designated as confidential under Title IX for the purpose of providing services to persons related to sex discrimination.

Party means a complainant or respondent.

Respondent means a person who is alleged to have violated AMPS's prohibition on sex discrimination.

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Supportive Measures are individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to a party to (1) restore or preserve that party's access to AMPS's education program or activity, including measures that are designed to protect the safety of the parties or AMPS's educational environment; or (2) provide support during AMPS's grievance procedures or during an informal resolution process.

Title IX Coordinator

The Board of Directors of AMPS ("Board") has designated the following employee as the Title IX Coordinator ("Coordinator"):

Shameka Henderson
1450 Marina Way South Richmond, CA 94804
Phone Number: (510) 436-0172
Email Address: shenderson@amethodschools.org

In the event the above-named individual becomes unavailable or unable to serve as the Coordinator, the Board has designated the following employee to serve as a temporary or interim Coordinator until a new Coordinator is designated:

Maria Arechiga
1450 Marina Way South Richmond, CA 94804
Phone Number: (510) 436-0172
Email Address: marechiga@amethodschools.org

The Coordinator is responsible for coordinating AMPS's efforts to comply with the requirements of Title IX, receiving reports and complaints of sex discrimination and inquiries about the application of Title IX, addressing reports and complaints of sex discrimination and taking other actions as required by this Policy, monitoring for barriers to reporting conduct that reasonably may constitute sex discrimination, and taking steps reasonably calculated to address such barriers.

The Coordinator may serve as an investigator and/or decision maker for complaints, except in cases where doing so would constitute a conflict of interest. The Coordinator may delegate one or more of their duties to one or more designees who have received the required Title IX training and do not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. However, the Coordinator must at all times retain ultimate oversight over those responsibilities and ensure AMPS's consistent compliance with Title IX.

Reporting Sex Discrimination

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All employees who are not a confidential employee must promptly notify the Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination under Title IX. This requirement does not apply to an employee when the employee is the person who was subjected to the conduct that reasonably may constitute sex discrimination.

Students are expected to report all incidents of misconduct prohibited by this Policy. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Chief Executive Officer, Coordinator, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. AMPS will promptly and effectively investigate and respond to all oral and written complaints and reports of misconduct prohibited by this Policy. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Privacy

AMPS acknowledges and respects every individual's right to privacy. All reports and complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes but is not limited to keeping the identity of the reporter and other personally identifiable information confidential, as appropriate, except to the extent necessary to comply with the law, carry out the investigation and/or to resolve the issue, as determined by the Coordinator or designee on a case-by-case basis.

Retaliation

AMPS prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a complaint in accordance with the grievance procedures set forth in this Policy.

Nothing in this Policy precludes AMPS from requiring an employee or other person authorized by AMPS to provide aid, benefit, or service under AMPS's education program or activity to participate as a witness in, or otherwise assist with, an investigation or proceeding under this Policy.

Confidential Employees

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Contact information for the confidential employees at AMPS, if any, can be found on the AMPS website or obtained from the Coordinator.

A confidential employee's status as confidential, for Title IX purposes, is only with respect to information received while the employee is functioning within the scope of their duties to which privilege or confidentiality applies or with respect to information received about sex discrimination in connection with providing services to persons related to sex discrimination.

A confidential employee must explain the following to any person who informs them of conduct that reasonably may constitute sex discrimination under Title IX:

- The employee's status as confidential for purposes of Title IX, including the circumstances in which the employee is not required to notify the Coordinator about conduct that reasonably may constitute sex discrimination;
- How to contact the Coordinator and how to make a complaint of sex discrimination; and
- That the Coordinator may be able to offer and coordinate supportive measures, as well as initiate an informal resolution process or an investigation under the grievance procedures.

Coordinator's Response to Reports of Sex Discrimination

When notified of conduct that reasonably may constitute sex discrimination, the Coordinator or designee must:

- Treat complainants and respondents equitably;
- Promptly offer and coordinate supportive measures, as appropriate, for the complainant;
- If grievance procedures are initiated or an informal resolution process is offered; offer and coordinate supportive measures, as appropriate, for the respondent; and
- Notify the complainant or, if the complainant is unknown, the reporting individual, of the grievance procedures and informal resolution process, if available and appropriate. If a complaint is made, the Coordinator will notify the respondent of the same.

In response to a complaint, the Coordinator will initiate the grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties. In the absence of a complaint or the withdrawal of any or all of the allegations in a complaint, and in the absence or termination of an informal resolution process, the Coordinator must determine whether to initiate a complaint by considering, at a minimum:

- Complainant's request not to proceed with a complaint and the complainant's reasonable safety concerns;
- Risk that additional acts of sex-based discrimination would occur if a complaint is not initiated;
- Severity of the alleged conduct, including whether the discrimination, if established, would require removal or discipline of a respondent to end the discrimination and prevent its recurrence;
- The age and relationship of the parties, including whether the respondent is an employee;
- The scope of the alleged conduct including but not limited to whether there is a pattern, ongoing conduct, or impact to multiple individuals;

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- The availability of evidence and the complainant's willingness to participate in the grievance procedures; and
- Whether AMPS could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

The Coordinator may initiate a complaint if the conduct as alleged presents an imminent and serious threat to the health or safety of the complainant or other person, or prevents AMPS from ensuring equal access on the basis of sex to its education program or activity. The Coordinator or designee must notify the complainant before initiating a complaint and appropriately address reasonable safety concerns, including by providing supportive measures.

The Coordinator will take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within AMPS's education program or activity.

Supportive Measures

Once notified of conduct that reasonably may constitute sex discrimination under Title IX, the Coordinator or designee will promptly contact the complainant to offer and coordinate supportive measures, as appropriate, for the complainant. If the grievance procedures are initiated or informal resolution is offered, the Coordinator or designee will offer and coordinate supportive measures, as appropriate, for the respondent.

Supportive measures may include but are not limited to: counseling; extensions of deadlines and other course-related adjustments; campus escort services; increased security and monitoring of certain areas of the campus; restrictions on contact applied to one or more parties; leaves of absence; changes in class, work, housing, or extracurricular or any other activity, regardless of whether there is or is not a comparable alternative; and training and education programs related to sex-based harassment.

Supportive measures must not unreasonably burden either party or be imposed for punitive or disciplinary reasons. Supportive measures will be designed to protect the safety of the parties or AMPS's educational environment, or to provide support during the grievance procedures or the informal resolution process.

Parties may contact the Coordinator to discuss modification of any supportive measures. Parties also have the opportunity to seek modification or termination of a supportive measure applicable to them if circumstances change materially.

If the party is not satisfied with the Coordinator's decision on the request to modify supportive measures, the party may contact the Director of Human Resources at hrsupport@amethodschools.org who is an appropriate and impartial employee or who may designate such an employee, to seek modification or reversal of AMPS's decision to provide, deny, modify, or terminate supportive measures applicable to them. The impartial employee is

someone other than the Coordinator who made the challenged decision and has the authority to modify or reverse the decision.

If a party is a student with a disability, the Coordinator must consult with one or more members of the student's IEP Team and 504 Team, if any, in the implementation of supportive measures for that student.

Informal Resolution

At any time prior to determining whether sex discrimination occurred under AMPS's Title IX grievance procedures, AMPS may offer an informal resolution process to the parties. AMPS does not offer or facilitate informal resolution to resolve a complaint that includes allegations that an employee engaged in sex-based harassment of an elementary school or secondary school student, or when such a process would conflict with Federal, State, or local law.

Before initiation of the informal resolution process, the parties will be provided with notice that explains:

- The allegations;
- The requirements of the informal resolution process;
- The right to withdraw and initiate or resume the grievance procedures;
- That the parties' agreement to a resolution at the conclusion of the informal resolution process precludes the parties' use of the grievance procedures arising from the same allegations;
- The potential terms that may be requested or offered in an informal resolution agreement (e.g., restrictions on contact and participation in activities or events) including notice that an informal resolution agreement is binding only on the parties; and
- What information is retained and whether and how it may be disclosed by AMPS for use in grievance procedures if the grievance procedures are initiated or resumed.

Parties will not be required or pressured to agree to participate in the informal resolution process. AMPS will obtain the parties' voluntary consent to participate in the informal resolution process. Parties may end the informal resolution process and proceed with the grievance procedures at any time.

The facilitator of the informal resolution process will not be the same person as the investigator or the decision maker in the grievance procedures. The facilitator cannot have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The Coordinator will take appropriate prompt and effective steps to ensure sex discrimination does not continue or recur.

Grievance Procedures

Scope and General Requirements

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AMPS has adopted these grievance procedures to provide for the prompt and equitable resolution of complaints made by students, employees, or other individuals who are participating or attempting to participate in AMPS's education program or activity, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX. Upon receipt of a complaint, the Coordinator or designee will promptly initiate these grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties.

AMPS requires that any Title IX Coordinator, investigator, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. A decisionmaker may be the same person as the Coordinator or investigator.

AMPS will treat complainants and respondents equitably. AMPS presumes that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion of its grievance procedures.

AMPS may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances.

AMPS allows for the reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay. Requests for extensions must be submitted to the Coordinator in writing at least one (1) business day before the expiration of the timeframe. If a timeframe is extended, the Coordinator or designee will notify the parties of the new timeframe and the reason for the delay.

AMPS will take reasonable steps to protect the privacy of the parties and witnesses during its grievance procedures. These steps will not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures. The parties shall not engage in retaliation, including against witnesses.

AMPS will objectively evaluate all evidence that is relevant and not otherwise impermissible—including both inculpatory and exculpatory evidence.[2] Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.

If a party is a student with a disability, the Coordinator or designee must consult with one or more members, as appropriate, of the student's IEP Team and 504 Team, if any, to determine how to comply with the requirements of the Individuals with Disabilities Education Act ("IDEA") and Section 504 of the Rehabilitation Act of 1973 ("Section 504") throughout the grievance procedures.

[2] Inculpatory means tending to impute guilt or fault, and exculpatory means tending to absolve from guilt or fault.

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Dismissal
In most cases, AMPS will determine whether a complaint is dismissed within fifteen (15) business days of receipt of the complaint.

AMPS may dismiss a complaint if:

- AMPS is unable to identify the respondent after taking reasonable steps to do so;
- The respondent is not participating in AMPS's education program or activity and is not employed by AMPS;
- The complainant voluntarily withdraws any or all of the allegations in the complaint, the Coordinator declines to initiate a complaint, and AMPS determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; or
- AMPS determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Prior to dismissing the complaint on this ground, AMPS will make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, the Coordinator or designee must promptly notify the complainant in writing of the basis for the dismissal and the complainant's right to appeal the dismissal on the following grounds within five (5) business days of the dismissal notice:

- Procedural irregularity that would change the outcome;
- New evidence that would change the outcome and that was not reasonably available when the determination whether sex-based harassment occurred or dismissal was made; and
- The Coordinator, investigator, or decision maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.

If the dismissal occurs after the respondent has been notified of the allegations, then the Coordinator or designee must also simultaneously notify the respondent in writing of the dismissal, the basis for the dismissal, and the respondent's right to appeal the dismissal on the above grounds within five (5) business days of the dismissal notice.

If the complaint is dismissed, the Coordinator or designee will offer supportive measures to the complainant, as appropriate. The Coordinator or designee will also offer supportive measures to the respondent, as appropriate, if the respondent has been notified of the allegations. The Coordinator will continue to take appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur. Dismissal does not preclude action under another applicable AMPS policy.

Appeal of a Dismissal

If a dismissal is timely appealed in accordance with this Policy, the Coordinator or designee will promptly notify the parties in writing of the appeal, including notice of the allegations if such notice was not previously provided to the respondent, the contact information for the decisionmaker for the appeal, and the parties' right to submit a statement to the decision maker of the appeal in support of, or challenging, the outcome within five (5) business days of the appeal notice.

The decision maker for the appeal will be someone who has received the required Title IX training and did not take part in an investigation of the allegations or dismissal of the complaint. The appeal procedures will be implemented equally for the parties. Within fifteen (15) business days of the appeal notice to the parties, the decision maker will notify the parties in writing of the result of the appeal and the rationale for the result.

Notice of the Allegations

Upon initiation of the grievance procedures, the Coordinator or designee will provide notice of the allegations to the parties whose identities are known. The notice will include:

- AMPS's grievance procedures and any informal resolution process;
- Sufficient information available at the time to allow the parties to respond to the allegations. Sufficient information includes the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination under Title IX, and the date(s) and location(s) of the alleged incident(s), to the extent that information is available to AMPS;
- A statement that retaliation is prohibited; and
- A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence; and if AMPS provides a description of the evidence, the parties are entitled to an equal opportunity to access to the relevant and not otherwise impermissible evidence upon the request of any party.

Emergency Removal

AMPS may place a non-student employee respondent on administrative leave during the pendency of the grievance procedures in accordance with AMPS's policies.

AMPS may remove a respondent from AMPS's education program or activity on an emergency basis, in accordance with AMPS's policies, provided that AMPS undertakes an individualized safety and risk analysis, determines that an imminent and serious threat to the health or safety of any person arising from the allegations of sex discrimination justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

This provision must not be construed to modify any rights under the IDEA, Section 504, or the ADA.

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Investigation
Investigations of complaints will be adequate, reliable, and impartial. In most cases, a thorough investigation will take no more than twenty-five (25) business days. AMPS has the burden to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred. The investigator will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance in accordance with Title IX.

The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be used, accessed or considered, except by AMPS to determine whether one of the exceptions listed below applies, and will not be disclosed), regardless of whether they are relevant:

- Evidence that is protected under a privilege recognized by Federal or State law or evidence provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
- A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless AMPS obtains that party's or witness's voluntary, written consent for use in the grievance procedures; and
- Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

The parties will have an equal opportunity to present fact witnesses and other inculpatory and exculpatory evidence that is relevant and not otherwise impermissible and to access such evidence. The parties may submit a written response to the investigator within five (5) business days of being provided with access to the evidence or an accurate description of it. The parties' timely submitted written responses, if any, will be considered by the investigator and decision maker before a determination of responsibility is made.

AMPS will take reasonable steps to prevent and address any unauthorized disclosure of information or evidence by the parties.

Determination of Responsibility
Before making a determination of responsibility, the decisionmaker may question parties and witnesses to adequately assess a party's or witness's credibility to the extent credibility is in dispute and relevant to evaluating one or more allegations of sex discrimination.

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Determinations will be based on an objective evaluation of all relevant and not otherwise impermissible evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness. The standard of evidence used to determine responsibility is the preponderance of the evidence standard.

Within fifteen (15) business days of the expiration of the timeframe for the parties to submit a written response to the evidence or an accurate description of it, the decisionmaker will notify the parties in writing of the determination whether sex discrimination occurred including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal.

Appeal of the Determination of Responsibility
Should a party find AMPS's determination unsatisfactory, the party may, within five (5) business days of notice of AMPS's determination, submit a written appeal to the Chair of the AMPS Board, who will serve as the decision maker for the appeal or designate a decisionmaker for the appeal. The decision maker for the appeal must not have taken part in the investigation of the allegations.

The decision maker for the appeal will: 1) notify the other party of the appeal in writing; 2) implement appeal procedures equally for the parties; 3) allow the parties to submit a written statement in support of, or challenging, the outcome within five (5) business days of the appeal or notice of the appeal; and 4) within fifteen (15) business days of the appeal, issue a written decision to the parties describing the result of the appeal and the rationale for the result.

Consequences
Students or employees who engage in misconduct prohibited by this Policy may be subject to disciplinary action up to and including expulsion from AMPS or termination of employment. If there is a determination that sex discrimination occurred, the Coordinator or designee will coordinate the provision and implementation of any remedies and/or disciplinary sanctions ordered by AMPS including notification to the complainant of any such disciplinary sanctions. The Coordinator will take appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within AMPS's education program or activity.

No party, witness, or other person participating in AMPS's grievance procedures will be disciplined for making a false statement or for engaging in consensual sexual conduct based solely on AMPS's determination whether sex discrimination occurred.

<u>Student Pregnancy and Related Conditions</u>

AMPS will not discriminate against any student or applicant based on their current, potential, or past pregnancy or related conditions. For more information about policies and procedures applicable to employees who are pregnant or have a related condition, please refer to the AMPS employee handbook.

When a student, or a person who can legally act on behalf of the student, informs any employee of the student's pregnancy or related condition, unless the employee reasonably believes that the Coordinator has already been notified, the employee must promptly:

- Provide that person with the Coordinator's contact information; and
- Inform that person that the Coordinator can coordinate specific actions to prevent sex discrimination and ensure the student's equal access to AMPS's education programs and activities.

If a student, or a person who has a legal right to act on behalf of the student, notifies the Coordinator of the student's pregnancy or related condition, the Coordinator or designee must promptly:

- Inform the student, and if applicable, the person who notified the Coordinator of the student's pregnancy or related conditions and has a legal right to act on behalf of the student, of AMPS's obligations under:
    - 34 C.F.R. § 106.40(b)(1) through (5), which relates to the rights of students who are pregnant or have a related condition; and
    - 34 C.F.R. § 106.44(j), which includes rules on disclosures of personal information;
- Provide AMPS's Title IX notice of nondiscrimination; and
- Consult with the student about potential reasonable modifications to policies, practices, or procedures as necessary to prevent sex discrimination and ensure equal access, and if the student accepts an offered reasonable modification, implement the modification.

A student who is pregnant or has a related condition will be provided with a lactation space other than a bathroom, that is clean, shielded from view, free from intrusion from others, and may be used for expressing breast milk or breastfeeding as needed.

A student who is pregnant or has a related condition may voluntarily take a leave of absence for the time deemed medically necessary by the student's licensed healthcare provider, or if the student so chooses, the time allowed under any AMPS leave policy for which the student qualifies. A pregnant or parenting student is entitled to eight weeks of parental leave, which the student may take before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant.

Upon the student's return from leave, the student will be reinstated to the academic status, and, as practicable, to the extracurricular status that the student held when the leave began. The student will not be required to provide any kind of certification demonstrating their ability to physically participate in any class, program, or extracurricular activity unless:

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- The certified level of physical ability or health is necessary for participation in the class, program, or extracurricular activity;
- Such certification is required of all students participating in the class, program, or extracurricular activity; and
- The information obtained is not used as a basis for sex discrimination.

Students who are pregnant or have a related condition will not be required to provide supporting documentation unless necessary and reasonable to determine reasonable modifications or additional actions related to lactation space, leaves of absence, or voluntary access to any available separate and comparable portion of the program.

Training

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All employees, Coordinators and designees, investigators, decisionmakers, and other persons who are responsible for implementing AMPS's grievance procedures or have the authority to modify or terminate supportive measures will receive Title IX and sexual harassment training and/or instruction concerning sexual harassment as required by law.

Recordkeeping

AMPS will maintain the following records for at least seven (7) years:

- For each complaint of sex discrimination, records documenting the informal resolution process or the grievance procedures, and the resulting outcome.
- For each notification the Coordinator receives of information about conduct that reasonably may constitute sex discrimination, records documenting the actions AMPS took to meet its obligations under 34 C.F.R. § 106.44.
- All materials used to provide required Title IX training. AMPS will make these training materials available upon request for inspection by members of the public.

The above records will be maintained in a secure location until destroyed in accordance with applicable laws and regulations.

TITLE IX SEX DISCRIMINATION AND HARASSMENT COMPLAINT FORM

Your Name: _____ Date: _____

Email Address: _____

AMPS

HONOR HARD WORK

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

_____

_____

_____

_____

I hereby authorize AMPS to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

_____ Date: _____

Signature of Complainant

_____

Print Name

<u>To be completed by AMPS</u>:

Received by: _____ Date: _____

Follow up Meeting with Complainant held on: _____

4865-0469-8049, v. 2

AMPS

HONOR HARD WORK

Board Policy #: 5008-2
Adopted/Ratified: June 18, 2024

HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

Discrimination, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, Amethod Public Schools ("AMPS" or "Charter School") prohibits any acts of discrimination, harassment, intimidation, and bullying altogether.

As used in this policy, discrimination, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of mental or physical disability, sex (including pregnancy and related conditions, and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locs, and twists), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or based on any other characteristic protected under applicable state or federal law or local ordinance. Hereafter, such actions are referred to as "misconduct prohibited by this Policy."

To the extent possible, AMPS will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to investigate, respond, address and report on such behaviors in a timely manner. AMPS school staff who witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so.

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

AMPS complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this Policy.

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

AMPS

HONOR HARD WORK

Definitions

Harassment means conduct based upon one or more of the protected characteristics listed above that is severe or pervasive, which unreasonably disrupts an individual's educational or work environment or that creates a hostile educational or work environment. Harassment includes, but is not limited to:

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

Bullying is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

- Placing a reasonable student [2] or students in fear of harm to that student's or those students' person or property.
- Causing a reasonable student to experience a substantially detrimental effect on the student's physical or mental health.
- Causing a reasonable student to experience a substantial interference with the student's academic performance.
- Causing a reasonable student to experience a substantial interference with the student's ability to participate in or benefit from the services, activities, or privileges provided by AMPS.

Cyberbullying is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, video or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Electronic act means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other

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

wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- A message, text, sound, video, or image.
- A post on a social network Internet Web site including, but not limited to:
    - Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of "bullying," above.
    - Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in the definition of "bullying," above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
    - Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying," above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
- An act of "Cyber sexual bullying" including, but not limited to:
    - The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in definition of "bullying," above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
    - "Cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- Notwithstanding the definitions of "bullying" and "electronic act" above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

Bullying and Cyberbullying Prevention Procedures

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

Cyberbullying Prevention Procedures

AMPS advises students:

- To never share passwords, personal data, or private photos online.

AMPS
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- To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
- That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
- To consider how it would feel receiving such comments before making comments about others online.

AMPS informs its employees, students, and parents/guardians of AMPS's policies regarding the use of technology in and out of the classroom. AMPS encourages parents/guardians to discuss these policies with their children to ensure their children understand and comply with such policies.

Education
AMPS employees cannot always be present when bullying incidents occur, so educating students about bullying is a key prevention technique to limit bullying from happening. AMPS advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at AMPS and encourages students to practice compassion and respect each other.

AMPS educates students to accept all student peers regardless of protected characteristics (including but not limited to actual or perceived sexual orientation, gender identification, physical or cognitive disabilities, race, ethnicity, religion, and immigration status) and about the negative impact of bullying other students based on protected characteristics.

AMPS's bullying prevention education also discusses the differences between appropriate and inappropriate behaviors and includes sample situations to help students learn and practice appropriate behavior and to develop techniques and strategies to respond in a non-aggressive way to bullying-type behaviors. Students will also develop confidence and learn how to advocate for themselves and others, and when to go to an adult for help.

AMPS informs AMPS employees, students, and parents/guardians of this Policy and encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

Professional Development
AMPS annually makes available the online training module developed by the California Department of Education pursuant Education Code section 32283.5(a) to its certificated employees and all other AMPS employees who have regular interaction with students.

AMPS informs certificated employees about the common signs that a student is a target of bullying including:

- Physical cuts or injuries

- Lost or broken personal items
- Fear of going to school/practice/games
- Loss of interest in school, activities, or friends
- Trouble sleeping or eating
- Anxious/sick/nervous behavior or distracted appearance
- Self-destructiveness or displays of odd behavior
- Decreased self-esteem

AMPS also informs certificated employees about the groups of students determined by AMPS and available research to be at elevated risk for bullying and provides its certificated employees with information on existing school and community resources related to the support of these groups. These groups include but are not limited to:

- Students who are lesbian, gay, bisexual, transgender, or questioning youth ("LGBTQ") and those youth perceived as LGBTQ; and
- Students with physical or learning disabilities.

AMPS encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for AMPS's students.

Complaint Procedures

Scope of the Complaint Procedures

AMPS will comply with its Uniform Complaint Procedures ("UCP") policy when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or bullying against a protected group or on the basis of a person's association with a person or group with one or more of the protected characteristics set forth in the UCP that:

- Are written and signed;
- Filed by an individual who alleges that they have personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific class of individuals has been subjected to discrimination, harassment, intimidation or bullying based on a protected characteristic, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and
- Submitted to the AMPS UCP Compliance Officer not later than six (6) months from the date the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

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

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

Submitting a Report or Complaint

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this Policy, to intervene when safe to do so, call for assistance, and report such incidents. The Board requires staff to follow the procedures in this Policy for reporting alleged acts of misconduct prohibited by this Policy.

Reports and complaints of misconduct prohibited by this Policy shall be submitted to the Chief Executive Officer (or the Secretary of the Board if the complaint is against the Chief Executive Officer) as soon as possible after the incidents giving rise to the report or complaint.

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, and AMPS will investigate and respond to all oral and written reports of misconduct prohibited by this Policy, the reporting party is encouraged to submit a written report. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Students are expected to report all incidents of misconduct prohibited by this Policy and other verbal or physical abuses. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Chief Executive Officer, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.

AMPS acknowledges and respects every individual's right to privacy. All reports and complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes keeping the identity of the reporter and/or complainant confidential, as appropriate, except to the extent necessary to comply with applicable law, carry out the investigation and/or to resolve the issue, as determined by AMPS on a case-by-case basis.

AMPS prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging

retaliation in violation of this Policy may file a grievance using the procedures set forth in this Policy.

Investigation and Response
Upon receipt of a report or complaint of misconduct prohibited by this Policy, the Executive Director or designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than twenty-five (25) school days.

At the conclusion of the investigation, the Chief Executive Officer or designee will, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation and resolution of the incident/situation. However, the Chief Executive Officer or designee will not reveal confidential information related to other students or employees.

If the complaint is against the Executive Director, a non-employee Board member who is not the Board Chair or a parent/guardian of a student at AMPS will conduct a fact-finding investigation and provide the complainant with information about the investigation and resolution of the incident/situation.

Consequences
Students or employees who engage in misconduct prohibited by this Policy may be subject to disciplinary action up to and including expulsion from AMPS or termination of employment.

Right of Appeal
Should a complainant find AMPS's resolution unsatisfactory, for complaints within the scope of this Policy, the complainant may, within five (5) business days of notice of AMPS's decision or resolution, submit a written appeal to the Chair of the AMPS Board, who will serve as the decision maker for the appeal or designate a decisionmaker for the appeal. The decisionmaker for the appeal will notify the complainant of the final decision.

AMPS

HONOR HARD WORK

HARASSMENT, INTIMIDATION, DISCRIMINATION & BULLYING COMPLAINT FORM

Your Name: _____ Date: _____

Email Address: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

_____

_____

_____

_____

I hereby authorize AMPS to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

_____ Date: _____

Signature of Complainant

_____

Print Name

To be completed by AMPS:

Received by: _____ Date: _____

Follow up Meeting with Complainant held on: _____

1450 Marina Way South Suite 300, Richmond, CA 94804 • Office 510.436.0172 • Fax 510.436.0173

• amethodschools.org

AMETHOD PUBLIC SCHOOLS

Family Handbook
2024-2025

Amethod Public School (AMPS) Campuses

www.amethodschools.org

Oakland Charter Academy Middle School (OCA)

4215 Foothill Blvd. Oakland, CA. 94601
(510) 532-6751 Fax (510) 532-6753

Downtown Charter Academy Middle School (DCA)

2000 Dennison Street, Oakland CA 94606
(510) 535-1580 Fax (510) 535-1597

Richmond Charter Academy Middle School (RCA)

1450 Marina Way South Richmond, CA 94804
(510) 235-2465 Fax (510) 235-2487

Oakland Charter High School (OCHS)

2433 Coolidge Ave Oakland, CA 94601

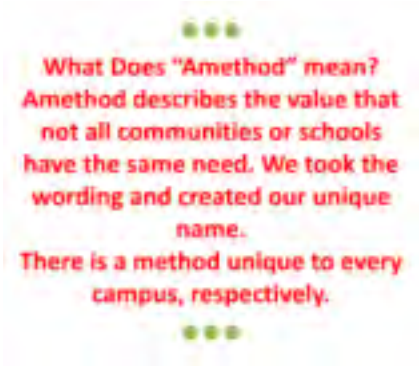
Benito Juarez Elementary School (BJE)

1450 Marina Way South Richmond, CA 94804
(510) 215-7009 Fax: (510) 215- 7016

John Henry High School

1402 Marina Way South Richmond, CA 94804
510-235-2439 Fax:510-235-2487

AMPS: Who We Are



OUR BEGINNING

The Amethod Public Schools (AMPS) organization operates the oldest charter school in the East Bay Area, and one of the oldest in the state. The original "Jingletown" Charter School, later to be named Oakland Charter Academy, opened in 1994 as the 8th charter school established in California. Since then, Oakland Charter Academy has grown from a single middle school site, to the present five campus, multi-city and multi-county charter school system. The AMPS network has continued to deliver a top-notch free public-school education that has produced a National Blue Ribbon Award school, a California Distinguished School, and some of the highest performing middle and high school programs in the state and country.

Every Amethod Public School campus is characterized by a culture that is structured, supportive, and focused on academic work. The ethos of the AMPS community is rooted in offering a vibrant and rigorous school program that intends to prepare students for life beyond the K-12 system. The staff and faculty strive to ensure that the policies, core values, objectives and goals are consistently reinforced throughout the year.

It is our organizational intent to make student achievement our highest priority; and through our different programs, we will offer the needed support for success. It is with the same consideration that we expect that families make the same commitment to their child and school to reach the goal of academic success. Our staff is often available beyond the traditional school calendar and daily hours to assure student academic success, and we therefore ask families to also support the extra efforts of this school system by committing to a different type of public-school program.

AMPS Mission Statement

Amethod Public Schools (AMPS) seeks to prepare students to be driven individuals that take calculated risks for the good of their academic progress, families, and their community. In turn creating young men and women who persevere as they seek knowledge through college, community, and beyond. AMPS seeks to strengthen the character and academic skills needed for underserved students to excel competitively in schools, and colleges in preparation to take up positions of responsibility and distinction in society. Central to the network's mission is the belief that all students can succeed in rigorous college-prep environments when provided with high expectations, capable educators and leaders, a disciplined commitment to academics, extended time for learning, and access to a wide range of enriching learning experiences. It is now a truism that an excellent college education is necessary for expanded opportunities in an increasingly competitive and global 21st century job market, and together as a school community we will persist to meet that challenge.

AMPS Vision

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

AMPS Core Values

The Core Values of the organization are those values we hold which form the foundation on which we perform work and conduct ourselves. In an ever-changing world and business, core values are constant. Core values are not descriptions of the work we do or the strategies we employ to accomplish our mission. The values underlie our work, how we interact with each other, and which strategies we employ to fulfill our mission. The core values are the basic elements of how we go about our work. They are the practices we use (or should be using) every day in everything we do.

Students First
Perseverance
Responsibility
Adaptability
Commitment to Distinction

Attendance Policies

Our policy states that if a student has more than five (5) unexcused absence days, they may be retained. Perfect or excellent attendance should be a goal for every student.

Absences Procedure

If a student will be absent, parents/guardians are responsible for calling the school on the day of the absence before the school day begins. Our sites use an automated system that will record your message before and after regular office hours, thus parents need to leave a message with the following information:

Children between six and eighteen years of age must attend school. Parents will be held responsible; (Ed. Code 48293)

- Child Name
- Grade level
- Parent name
- Date of Absence
- Reason for Absence
- Date of return
- Phone number where you can be reached

When the student returns, the student must bring a proof of absence such as a doctor's note, explaining the absence/s. Parents are encouraged to pick-up student's homework when they are

absent any time before 4pm. Parents will be called in the morning to ask about their child's absence. Students who are absent may be required to attend Ed Center after school to make up missing work. Students with more than three (3) absences are considered truant.

Sample Non-Excused Absences

- Rain (weather)
- Being tired
- Vacations
- Lack of Transportation
- Child or Parents overslept
- Hates school
- No alarm clocks

Schedule Appointments for After School Hours

Families are encouraged to schedule doctor and dentist appointments outside of school time. The best times are on Friday afternoons after 12:30 p.m., or days when school is not in session. In the rare case when a student has a medical appointment during school hours, it is expected that the student will come to school before the appointment and return to school after the appointment to finish the remainder of the school day.

Skipping Class

Any student caught skipping class will receive an unexcused absence, which may lead to being truant. Consequences for skipping also include detention and may result in an involuntary removal from the Charter School. Any student that leaves school without permission may forfeit their field trip and/ or activity participation.

Suspensions Are Considered Absences

If students are absent from school due to suspension, these days will be treated as absences.

Dismissal

Students are expected to stay in school until the very end of the school day. All students will be dismissed by their teachers at the time specific to their school site. Early pickups are disruptive to the learning environment. Our learning environment is extremely important to the success of your student and we strongly discourage any disruption of a class to prepare a student's homework if they need to leave early. Please make sure your child alerts their teachers in the morning of an early leave.

How the School Tracks and Follows Up on Student Absences

The Charter School will keep records of all student absences. If a student misses school repeatedly, Charter School staff will make reasonable efforts to contact the student's parent/guardian and/ or emergency contacts by telephone, writing, or in person.

Absences and Missed Work

When a student is absent, the student must contact the teacher to get the homework assignments for that day. Homework assigned the day of a student's absence is expected to be turned in on the day the student returns unless the student has contacted their teacher prior to returning and the teacher has agreed that the student has an extra day to complete the assignment. Homework due the day of absence is to be turned in the day that student returns.

Students are responsible for informing teachers of any expected missed class time and are responsible for completing all homework when absent. Since missing class affects academic achievement, repeated absences may be reflected in the student's grades. If a student is repeatedly late or absent, the director, teacher(s), student and parent or guardian will meet to address the issue.

Tardiness

Tardiness is disruptive to the learning process. It has a negative impact on the entire class, not just the child who is tardy. It is the policy of AMPS campuses to have students arrive to class on time.

Each student is expected to be in class each day, on time. Students who arrive after 8:45 AM are considered late, and must adhere to the consequences listed below. If students are tardy, they will receive a Tardy Pass documenting the time of arrival.

The following are excused tardies/absences:

Absence from school shall be excused only for health reasons, family emergencies and justifiable personal reasons, as required by law or permitted under this Attendance Policy.

A student's absence shall be excused for the following reasons:

1. Personal illness, including an absence for the benefit of the pupil's mental or behavioral health

2. Quarantine under the direction of a county or city health officer.

3. Medical, dental, optometric, or chiropractic appointments:

    a. Students in grades 7-12, inclusive, may be excused from school for the purpose of obtaining confidential medical services without the consent of the student's parent or guardian.

4. For the purpose of attending the funeral services or grieving the death of either a member of the pupil's immediate family, or of a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, so long as the absence is not more than five (5) days per incident. "Immediate family" means the parent or guardian, brother or sister, grandparent, or any other relative living in the household of the pupil.

5. For any of the following reasons, if an immediate family member of the pupil, or a person that is

determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, has died:

a. To access services from a victim services organization or agency.

b. To access grief support services.

c. To participate in safety planning or to take other actions to increase the safety of the pupil or an immediate family member of the pupil, or a person that is determined by the pupil's parent or guardian to be in such close association with the pupil as to be considered the pupil's immediate family, including, but not limited to, temporary or permanent relocation.

Absences under this section shall not be excused for more than three (3) days per incident, unless extended on a case-by-case basis at the discretion of the school administrator. "Immediate family" means the parent or guardian, brother or sister, grandparent, or any other relative living in the household of the pupil.

6. Participation in religious instruction or exercises as follows:

   a. The student shall be excused for this purpose on no more than four (4) school days per month.

7. For the purposes of jury duty in the manner provided for by law.

8. Due to the illness or medical appointment during school hours of a child of whom the student is the custodial parent, including absences to care for a sick child. (The school does not require a note from the doctor for this excuse).

9. To permit the student to spend time with an immediate family member who is an active duty member of the uniformed services, as defined in Education Code section 49701, and has been called to duty for, is on leave from, or has immediately returned from, deployment to a combat zone or combat support position. Absences granted pursuant to this paragraph shall be granted for a period of time to be determined at the discretion of the Charter School.

10. For the purpose of serving as a member of a precinct board for an election pursuant to Election Code section 12302.

11. Attendance at the student's naturalization ceremony to become a United States citizen.

12. Authorized parental leave for a pregnant or parenting student for up to eight (8) weeks, which may be extended if deemed medically necessary by the student's physician.

13. Authorization at the discretion of the Executive Director or designee, based on the facts of the student's circumstances, are deemed to constitute a valid excuse.

14. A student who holds a work permit to work for a period of not more than five (5) consecutive days in the entertainment or allied industries shall be excused from school during the period that

the student is working in the entertainment or allied industry for a maximum of up to five (5) absences per school year subject to the requirements of Education Code section 48225.5.

15. In order to participate with a not-for-profit performing arts organization in a performance for a public-school student audience for a maximum of up to five (5) days per school year provided the student's parent or guardian provides a written note to the school authorities explaining the reason for the student's absence.

16. For the purpose of participating in a cultural ceremony or event. "Cultural" for these purposes means relating to the habits, practices, beliefs, and traditions of a certain group of people.

17. For the purpose of a middle or high school pupil engaging in a civic or political event as indicated below, provided that the pupil notifies the school ahead of the absence. A "civic or political event" includes, but is not limited to, voting, poll working, strikes, public commenting, candidate speeches, political or civic forums, and town halls.

    a. A middle school or high school pupil who is absent pursuant to this provision is required to be excused for only one school day-long absence per school year.

    b. A middle school or high school pupil who is absent pursuant to this provision may be permitted additional excused absences in the discretion of a school administrator.

18. For the following justifiable personal reasons for a maximum of five (5) school days per school year (unless otherwise indicated), upon advance written request by the student's parent or guardian and approval by the Executive Director or designee pursuant to uniform standards:

    a. Appearance in court.

    b. Observance of a holiday or ceremony of the pupil's religion.

    c. Attendance at religious retreats (not to exceed one school day per semester).

    d. Attendance at an employment conference.

    e. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization.

A student who is absent due to an excused absence will be allowed to complete all assignments and tests missed during the excused absence that can be reasonably provided and will receive full credit upon satisfactory completion within a reasonable period of time. The teacher of the class from which a student is absent shall determine which tests and assignments are reasonably equivalent to, but not necessarily identical to, the tests and assignments that the student missed during the excused absence.

Note: All AMPS schools have an "everything earned" culture. Students who are truant may not be allowed to participate in school events, such as field trips and assemblies.

Truancy

Under state law, a pupil who, without a valid medical excuse, is absent from school for three full days

in one school year or is tardy or absent for more than thirty (30) minutes during the school day on three (3) occasions in one school year, is considered truant. Once a student is designated a truant, state law requires schools, districts, counties, and courts to intervene to ensure that parents and pupils receive certain services to assist them in complying with attendance laws.

Student Attendance Review Board ("SART")

AMPS has implemented a Student Attendance Review Team ("SART") process to address attendance and tardy issues. These panels are designed to meet with parents/guardians of children who have exceeded the allowable amount of unexcused absences. The purpose of the meeting is to discuss the child's attendance record and develop a plan for the child's regular participation in school drawing from community resources where possible. The team shall include representatives of the school, including teachers and directors, as well as community members, which may include district, county, police, and child welfare representatives. The Chief Academic Officer or designee shall chair all SARB panels.

Procedures for Excessive Absences/ Tardies

1. Each of the first two (2) unexcused absences or unexcused tardies over 30 minutes will result in a call home to the parent/guardian by the Executive Director or designee. The student's classroom teacher may also call home.

2. Each of the third (3rd) and fourth (4th) unexcused absences or unexcused tardies over 30 minutes will result in a call home to the parent/guardian by the Executive Director or designee. In addition, the student's classroom teacher may also call home and/or the Charter School may send the parent an e-mail notification. In addition, upon reaching three (3) unexcused absences or unexcused tardies over 30 minutes in a school year, the parent/guardian will receive "Truancy Letter #1 – Truancy Classification Notice" from the Charter School notifying the parent/guardian of the student's "Truant" status. This letter must be signed by the parent/guardian and returned to the Charter School. This letter shall also be accompanied by a copy of this Attendance Policy. This letter, and all subsequent letter(s) sent home, shall be sent by Certified Mail, return receipt requested, or some other form of mail that can be tracked. This letter shall be re-sent after a fourth (4^{th}) unexcused absence.

3. Upon reaching five (5) unexcused absences or unexcused tardies over 30 minutes, the parent/guardian will receive "Truancy Letter #2 – Habitual Truant Classification Notice and Conference Request," notifying the parent/guardian of the student's "Habitual Truant" status and a parent/guardian conference will be scheduled to review the student's records and develop an intervention plan/contract.

4. Upon reaching six (6) unexcused absences or unexcused tardies over 30 minutes, the parent/guardian will receive a "Truancy Letter #3 – Referral to SART Meeting" and the student will be referred to a Student Success Team (SST) and the SART.

5. If the conditions of the SART contract are not met, the student may incur additional administrative action up to and including disenrollment from the Charter School, consistent with the Involuntary Removal Process described below.

6. If a student is absent ten (10) or more consecutive school days without valid excuse and

the student's parent/guardian cannot be reached at the number or address provided in the registration packet and does not otherwise respond to the Charter School's communication attempts, as set forth above, the student will be in violation of this Policy and the SART contract (if any) and may be subject to disenrollment in compliance with the Involuntary Removal Process described below. If the student is disenrolled after the Involuntary Removal Process has been followed, notification will be sent within thirty (30) days to the student's last known school district of residence.

7. Any documentation received by the Charter School regarding a student's enrollment and attendance at another public or private school (i.e., CALPADS report) shall be deemed evidence of a voluntary disenrollment and shall not trigger the Involuntary Removal Process below.

8. For all communications set forth in this process, the Charter School will use the contact information provided by the parent/guardian in the registration packet. It is the parent's or guardian's responsibility to update the Charter School with any new contact information.

Involuntary Removal Process

No student shall be involuntarily removed by Amethod Public Schools (AMPS) for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action ("Involuntary Removal Notice"). The written notice shall be in the native language of the student or the student's parent or guardian or if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder. The Involuntary Removal Notice shall include the charges against the pupil and an explanation of the pupil's basic rights including the right to request a hearing before the effective date of the action, and the CDE Enrollment Complaint Notice and Form.

The hearing shall be led by the Amethod Public Schools Board of Directors. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until Amethod Public Schools issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the AMPS suspension and expulsion policy.

Upon parent/guardian request for a hearing, AMPS will provide notice of hearing, through which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate. The notice of hearing shall be in the native language of the student or the student's parent or guardian or if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall include a copy of the AMPS expulsion hearing process.

If the parent/guardian is nonresponsive to the Involuntary Removal Notice, the Student will be disenrolled as of the effective date set forth in the Involuntary Removal Notice. If the

parent/guardian requests a hearing and does not attend on the date scheduled for the hearing the Student will be disenrolled effective the date of the hearing.

If as a result of the hearing the student is disenrolled, notice will be sent to the student's last known district of residence within thirty (30) days.

A hearing decision not to disenroll the student does not prevent AMPS from making a similar recommendation in the future should student truancy continue or reoccur.

Referral to County District Attorney

If a child's attendance does not improve after a SARB meeting, or if the parents fail to attend a required SARB meeting, the parents and the child may be referred by AMP Schools to the District Attorney's office for prosecution through the court system. Students 12 years of age and older may be referred to the juvenile court for adjudication. Families need to understand that excessive absences and tardies are counter to a child's well-being.

Please see the Attendance Policy for more information, it can be found as a file attached to our website under the AMPS Family Handbook tab.

Arrival and Drop-offs; Dismissal and Pick-ups

School Hours

Class begins promptly at the designated start time. If your student is not in an after-school program such as tutorial or detention, then they are not allowed on campus due to a lack of supervision and must be picked up by 4:00 pm. See specific bell schedules for designated start and end times.

Students must decide with their parents in advance to be dropped off and picked up at school at the appropriate time. Students who remain after school must always remain on campus and follow all school rules.

Carpooling

To reduce traffic flow and parking issues, we highly recommend carpooling.

Morning Drop-Off Procedures:

Please be at school at the designated start time. If arriving after the start time students must go to the main office, sign-in tardy, and get a slip before going to their first period class.

- When dropping off your child at school, please make sure you have pulled up to the curb and that your student can safely exit the vehicle and go immediately into the school.
- If dropping off at any location other than the front of our school, students will be responsible for arriving at school on time.
- As of this school year, our catering organization (Better 4 You) will be providing breakfast before school starts. Please drop your child off early if they wish to partake in this new program.

Afternoon Pick-Up Procedures

Students are only allowed to stay after school for the following reasons:

- They are participating in ASES or a staff sponsored student activity (sports, clubs, student government, etc.).
- They have been assigned detention or homework center.
- They are receiving tutoring from a staff member.

Students who choose to participate in after school activities, must regularly attend the programs. Students may not leave campus until the program ends or they are released to their parents. Students who cannot abide by this and other school rules, will be removed from their program.

If your child has after school tutoring or detention, they are required to stay for the full duration. You may not pick them up early unless there is an emergency, and you must sign them out at the office in person.

Early Sign-outs

Please do not take your child out of school earlier than the dismissal time. Only early dismissals for doctor's appointments (that cannot be scheduled for Fridays after 12:30), funerals, and illnesses will count as excused absences. All other early pick-ups are considered unexcused.

We will evaluate the early dismissal log on a quarterly basis. If a child has excessive early dismissals, we will start the SARB (Student Attendance Review Board) process, which involves a meeting with the administration, and local community representatives which may include district, county, police, and child welfare representatives, to draft an attendance improvement plan, and strict consequences for not following through with the plan that is created. Since missing class can negatively impact academic achievement, repeated absences and excessive early pick-ups may be reflected in your student's grades and acquisition of new skills.

- In the rare event that a student needs an early dismissal, the following procedures must be followed: The student must call their legal guardian using the office phone
- The student will remain in class or the main office until an adult arrives to pick them up
- An authorized adult must come in to sign the student out – we will only release students to an adult over the age of 18 who is listed on the emergency contact form
- The student must make up all missed work

School Visitor Policy

A notice setting forth visitor registration requirements, will be posted at entry points stating hours during which registration is required, the registration location, that location, and the penalties for violation of registration requirements.

In order to register, visitors shall, upon request, furnish the Director or designee with the following information:

1. Their name, address and occupation

2. Their age, if less than 21

3. The purpose for entering school grounds

4. Proof of identity

5. Other information consistent with the provisions of law

Please see the Visitation and Volunteer Policy for more information. It can be as a file attached to our website under the AMPS Family Handbook tab.

Academic Program

The AMPS mission and values drive all aspects of the academic program including content standards, curriculum, teacher domains, instruction, and assessment. Every aspect of the AMPS culture supports high academic performance, instilling in students the academic and character qualities needed to succeed in school, college, and in life.

Our schools are data driven and as such, every AMPS site will have an assessment calendar and dates that will detail the bimonthly assessment of all students to capture progress and regression in content areas throughout the year. The intent is to restructure needed lessons, tutoring programs, re-teach models, and other programs to assure student progress towards goals.

Classroom Expectations

1. Students are to come to class prepared with completed homework. While the school will provide supplies, it is recommended that students bring supplies as well. A recommended list of supplies can be provided by your child's school.

2. Students are to demonstrate respect towards all individuals in the classroom by listening and tracking the speaker and refraining from talking when others are speaking.

3. Students are to stay on task throughout each class period and actively participate in all classroom activities.

4. Students are to ask questions when needing clarification.

5. Students will seek to help each teammate rather than criticize during intense moments of learning.

Grading Policies

Report cards are issued every nine (9) weeks. Parents/guardians may be required to come in for at least one (1) parent-teacher conference during the school year. Report card grades will reflect the effort and work students put forth in these areas. Please note that parents and guardians can access a student's record of attendance and grades at any time through the PowerSchool Portal. If you need assistance with login, please do not hesitate to contact the office.

Homework

Homework is an essential part of the AMPS educational program. The purpose of homework is to reinforce skills taught in the classroom, to help students develop a deeper understanding of concepts, and to promote good study habits. Students must begin to develop positive work ethic and habits as they prepare their path towards college, and homework is a large part of that preparation. Part of homework is study time for tests and quizzes that make part of your child's grades. If your child is not submitting assigned homework, then expect this to be reflected in low grades. Over school breaks, holiday and summer packets will be assigned, and a parent/guardian signature is required.

Homework will be assigned daily and on weekends. This means that families must help students with their homework in ways that include:

- ❏ Checking and signing HW Planners
- ❏ Manage time with extracurricular activities
- ❏ Monitoring reading time and reading logs
- ❏ Monitor screen time (TV, cell phone, iPad, video games, etc.)
- ❏ Creating routines at home for students to complete their homework
- ❏ Provide a quiet, organized place to work

Family assistance is encouraged; however, the student must complete their homework independently in order to benefit from the additional practice. Please do not do your child's homework for them. Adult writing identified in a child's homework will be considered incomplete.

Homework Methods:

- ❏ Follow teacher instructions for assignments
- ❏ Homework must be completed in full and in accordance with high standards for neatness, hard work and professional presentation
- ❏ All students are provided with homework folders. Homework folders are designed to teach students essential organizational skills. All assigned homework must be completed and, in the folder,
- ❏ All homework must be neat, clean, and thorough
- ❏ If the homework is late, missing, incomplete, or of poor quality, or is not completed properly, students will receive an Ed Center. If the problem continues to exist then the parent/guardian will have to attend a meeting with the classroom teacher and school administration
- ❏ Students with IEP will work with staff accordingly for their modified plans for success.

Assessments

At AMPS students will have multiple and varied opportunities to demonstrate what they know and what they can do in all your classes. Since the school's mission is to prepare students for college and beyond, rigorous and comprehensive course examinations are an important part of student assessment. Major quarterly and final exams will be used to evaluate students' mastery of course material at the end of each quarter and semester. Additionally, individual grade levels have specific exam requirements. Information will be sent throughout the year.

Academic Support

All students need extra help at times in order to be successful. We offer several types of academic support to our students. Teachers respond to our students' needs through their curriculum and instructional strategies.

Targeted academic support is also provided for students throughout the day during the Individualized Learning Block, small group instruction, and English Language Arts ("ELA") and Math Intervention.

If you are not enrolled in ASES, homework assistance can be obtained by reaching out to your subject teachers. At AMPS we understand each student has independent needs, and we are here to help meet those needs.

Teachers and instructional aid staff are also available during school hours and after school to help those who require additional support. Students are explicitly taught and always encouraged to ask questions in class and arrange for tutorials to maximize their understanding.

Student Planners

All grade levels will be given a school academic planner. The planner is an important tool to assist students with their organization and time management. It is equally important for families as they can see and track all of their child's assignments. It allows students and families to plan proactively for upcoming dates, including due dates for assignments, tests and evaluations, and extracurricular commitments.

Summer School

One of the core concepts of our program is the belief in increased educational time needed in school and offered through an extended school day and school calendar. If necessary, some students will attend our summer program as a commitment to being an Amethod Public School student.

Supplies & Daily Checklist

Teachers will provide a supply list at the beginning of the year. It is recommended that students bring these supplies to school. If any student cannot provide them, then the school will provide them for the student.

Students should come to school every day with the following items:

- ❏ Backpack with black and blue pens, pencils, paper, eraser, pencil sharpener
- ❏ School binder
- ❏ Completed homework
- ❏ Class binders, textbooks, and any other required materials
- ❏ Proper uniform

Students are prohibited from bringing Sharpie markers on campus due to previous

defacing of school property. Students who are caught with Sharpie markers on campus will have the Sharpie markers confiscated and not returned along with the possibility of additional consequences.

Promotion & Retention Overview

The AMPS school standards for progress are high and considerably more demanding than many of the local school districts and schools. The nature of the high stake's certainty of charter schools and the existing achievement gaps among racial and economic subgroups in public education, merit and justify the need for exceeding academic standards and programs. AMPS expects students to progress through each grade within one school year. To accomplish this, instruction will be made to accommodate the varying interests and needs of individual students and include strategies for addressing academic deficiencies when needed. Students shall progress through grade levels by demonstrating growth and mastery in learning and meeting grade-level standards of expected student achievement.

The following criteria will be reviewed in calculating retention of a student

- ❏ Grade Point Average (Grades below the mark of C-/2 are considered as failing and receive 0 credits). More than 2 semester grades below a C-/2 may constitute retention
- ❏ PE and language are included in grade calculations
- ❏ IEP, 504 and other modifications and plans will be reviewed during the retention decision phase
- ❏ Multiple measures assessments (including Standardized Testing and Reporting Program and Interim assessments) * these are not used to retain. May be reviewed in conjunction with other areas
- ❏ Attendance record (More than 5 unexcused absences may constitute a retention)
- ❏ Social Emotional learning & growth (Is their maturity level ready for the next grade)

Parent Notification

When a student is identified as being at risk of retention, the Director or designee shall notify the student's parent/guardian at the earliest time possible. The Director/designee shall also provide a copy of the student's grade and inform the parents of the school's retention policy. Appeal Process for Promoting or Retention Decisions

School Rules, Expectations, & Policies

Our school is structured to provide a safe and orderly educational experience for our students. A safe and organized setting provides a foundation for effective teaching and learning. Our approach to discipline is two-fold. We believe in practices that are both preventative and restorative.

School rules and policies will apply to ALL students. Rules may be added throughout the year at the discretion of the site administration as needed. Our school's expectations are set high in order for all of our students to be successful.

Behavior Policies

The following are sample situations that school staff will have zero tolerance for:

- ❏ Drug/alcohol possession
- ❏ Bullying (this includes Cyberbullying)
- ❏ Possessing Weapons
- ❏ Leaving campus without permission
- ❏ Gang paraphernalia or graffiti
- ❏ Fighting
- ❏ Not following schools' rules & procedures

We believe that higher education is the surest path to future success for ALL families, and having high expectations of all students is an absolute necessity.

Drawing the best from every student takes immense effort from the teachers, families, administrators, and students; but the results are well worth it.

The AMPS Method: All is Earned Culture
Families and students need to be aware of the disguised and hidden messages of low expectations widespread in many institutions, including public schools, and the excuses that they spread to inner city families and students of color.

Students will earn and lose the following as appropriate for behavior and work ethic: (A sample list)

1. Time in classrooms
2. Field trips
3. School Events
4. Extracurricular trips
5. Scholarships (CTY, ATDP)

Bullying

There is zero tolerance for bullying. If a student bullies another student, the student will be warned with a referral and the parents/guardians will receive a phone call and a written notice of the incident. If the student is caught in another bullying incident, then the student may be suspended. In order for the student to return to school, the parent must meet with the Principal, and develop a

plan for the bullying to stop. Students can also self-report bullying using the school's self-reporting form for bullying (found in the Dean's office and each classroom). Please see the Suspension and Expulsion Policy and Procedures, the Uniform Complaint Policy and Procedures, and the Harassment, Discrimination, Intimidation and Bullying Policy which are available www.amethodschools.org to file a complaint of bullying.

Cheating and Plagiarism

Cheating/Plagiarism is a serious offense. If a student copies another student's work/homework or if a student gives another student their work/homework, it is considered cheating. Unless a staff member has given the student permission to complete assignments with a teammate(s), all assignments must be completed independently. Please communicate with your teacher for help when in doubt. Plagiarism involves the stealing of someone else's ideas or words as one's own or the imitation of the language, ideas, and thoughts of another author (or person) and representation of them as one's original work, or the use of artificial intelligence[1] or chatbots without giving credit. Depending on grade level and the degree of the violation, acts of cheating/plagiarism will result in one of the following consequences: detention, community service, in school suspension, out of school suspension, or Saturday schools.

Classroom Disturbance

The value of "Respect" is of the utmost importance at AMPS, and therefore classroom disturbances will not be tolerated. Any behavior that disrupts the instructional process, distracts students and/or teachers from classroom activities and studies, and/or creates a dangerous or fearful situation for students and/or staff will result in consequences, such as detention. Consistent disruptions will be dealt with every time in order to keep the class environment safe and conducive to all learning.

Conduct Outside of School Hours

It is imperative that students recognize that they are representatives of their school at all times as they wear their school uniforms or logoed shirt. Therefore, any conduct outside of school hours or away from school which may adversely affect the educational process or endanger the health, safety, morals, reputation, or well-being of other students or staff members may result in a consequence by the school.

Dress Code

[1] • *"Artificial Intelligence":* Artificial Intelligence ("AI") is a computer, robot, or other programmed mechanical device having the humanlike capacity to perform operations and tasks analogous to learning and decision making in humans, or question answering. Examples of AI include the following:

  - *"Chatbot"*: a computer program in the form of a virtual e-mail correspondent that can reply to messages from computer users.
  - "*ChatGPT*": ChatGPT is a generative AI chatbot. It is a natural language processing tool driven by AI technology that allows human-like conversations and much more with a chatbot. The language model can answer questions and assist with tasks, such as composing emails, essays, music, images, and code.

This dress code shall be in effect on campus during school and school sponsored activities except where modified by the site administrator for specific extracurricular activities or in special cases. The AMPS staff and administration reserve the right to determine clothing which disrupts or detracts from the educational environment. This dress code is gender neutral. Clothing may be of any fashion, style or design, as determined by the student and the student's parents/guardians.

The following guidelines shall apply to all regular school activities:

1. Appropriate shoes must be worn at all times, which include: sandals with a heel strap, tennis shoes, shoes with laces, and slip on shoes. The following shoes are not permitted: high heel or platform shoes, shoes with grind plates, shoes with wheels, slippers, or flip-flop sandals. Black or white shoes only due to gang color associations and student safety.

2. Accessories: The following are not permitted: wallet chains, facial piercings, or spiked bracelets.

3. Hats, caps or other head coverings shall not be worn unless it is necessary for medical or religious reasons.

4. Clothes shall be sufficient to conceal undergarments at all times. See-through or fish-net fabrics, and skirts or shorts shorter than knee-thigh are prohibited. No shirts may be worn that expose bare midriff.

5. Hair shall be clean and neatly groomed. Hair may not be sprayed by any coloring. Neatly groomed hair is essential to avoid specific gang associations by use of hair designs and/or color.

6. Coaches and teachers may impose more stringent dress requirements to accommodate the special needs of certain sports and/or classes.

7. No clothing, jewelry, accessories, or hairstyles which are, or include, a picture, writing, or insignia which is: (1) gang related; (2) presents a safety hazard to the wearer or others; (3) advertises or symbolizes any type of alcohol, drugs, tobacco, or gambling; (4) includes weapons or acts which are illegal, violent, obscene, or hazardous to one's health; (5) sexually suggestive, crude, vulgar, profane; discriminatory, obscene, contain threats, libelous; or (6) offensive or degrading to students or staff on the basis of gender, cultural, religious or ethnic values.

<u>Dress Code Violations</u>

If a Charter School staff member determines that a student's attire is inappropriate or disruptive to the educational environment as described hearing, the following may occur:

1. The student may be asked to briefly leave class to change clothing to align with this dress code.

2. The Charter School may confiscate items that violate the dress code.

3. The Charter School may notify the student's parents/guardians of the dress code violation(s).

4. The Charter School may schedule a conference with the student's parents/guardians to discuss the dress code violation(s).

Students may not be disciplined, penalized academically, or removed from class as a consequence for wearing "inappropriate" attire.

For more information, please see the Dress Code Policy, it can be found as a file attached to our website under the AMPS Family Handbook tab.

Closed Campus

Students are not allowed to leave campus under any circumstances once they have arrived on school grounds. All students must be signed out by an adult listed on the emergency card, (who must demonstrate a picture ID) filed at the school prior to leaving the campus at any other time other than the student's designated departure time.

Field Trips

AMPS recognizes and supports the concept of connecting our students with the broader community, both locally and globally, by providing field trips, cultural and art experiences, community service opportunities, and environmental education to fulfill AMPS's mission and philosophy. These activities help to promote tolerance, understanding, and acceptance of others, and enrich the educational experiences of the students, as well as meet the Charter School's goal of creating passionate life-long learners.

The safety and security of our students is a primary priority when planning or participating in field trips or excursions. These activities will be carried out in an appropriate manner to maximize and ensure student safety and to minimize the Charter School's legal liability and financial cost.

Disciplinary Rules

Students are under the jurisdiction of the Charter School Board at all times during the field trip or excursion and all AMPS policies continue to be enforced during field trips and excursions. Charter School disciplinary policies are to be adhered to at all times. (e.g. Horseplay, practical jokes, harassment, taunting, rough play, aggressive or violent behavior, profanity, viewing of pornographic material, and use of alcohol and/or controlled substances during the field trip or excursion are strictly prohibited.)

Except as otherwise required by law, a student may be excluded from the trip if their presence poses a safety or disciplinary risk.

For more information, please see the Field trip Policy, which can be found as a file attached to our website under the AMPS Family Handbook tab.

General Maintenance

Students and staff are expected to make every effort to keep all school property and facilities neat and clean. By taking part in keeping their school clean, students will take more pride in their school. As a courtesy and respect for the school facility, and environment, students must not throw trash on the ground or leave trash on tables. All students, staff, and faculty are expected to, and will be required to, assist in helping keep our campuses clean.

Personal Belongings and Gadgets

Students are not allowed to have the following items at school, and should they have personal gadgets, it is their responsibility to store them away through the school day.
(The following is not a complete list)

- Gum
- Toys
- Nail Polish
- Chains
- Any illegal substance
- Sharpie Markers
- Electronics of any kind
- Weapons or any toy weapons
- Video games or any other electronic toys

AMPS will not be held liable for any damage or loss of the above-mentioned items, including electronic items. Items brought to school will be confiscated. A parent must come to school and schedule an appointment with the Site Director to have confiscated items returned at the school leader's discretion.

Public Displays of Affection

The inappropriate public display of affection at school is unprofessional. Students are expected to exercise self-control and respect for the reputation of others. Specifically, any public display of affection (PDA) and or/ inappropriate sexual physical contact, whether affectionate (i.e., hand holding, kissing) or aggressive (i.e., pushing, grabbing) are not in accordance with policies at AMP Schools and will result in disciplinary action.

Rude or Disrespectful Behavior

Students are expected to operate with the utmost integrity at all times, and therefore discourteous or inappropriate language and/or behavior or gestures toward a staff member or student will result in penalties ranging from detention to short-term suspension.

Saturday School

Saturday school is assigned to students who do not finish their break packets, or students who receive three (3) or more referrals in one quarter. There will be one (1) Saturday school per quarter, and if your child is assigned Saturday School, they are required to attend.

School Disturbance

Any act that may cause disruption of the school environment and/or threaten the safety or well-being of other students is strictly prohibited at all AMPS sites. Such activities may include, but are not limited to; gang-related activities, walk-outs, sit-downs, rioting, picketing, trespassing, inciting disturbances, threats to the school, pranks, etc. Penalties for such disturbances may range from lack of privileges, to suspension.

Technology Program

At AMPS, we hope to engage our students meaningfully with the use of Technology on campus. We will not only instruct students how to properly use computers, but also concepts around Digital Citizenship and safety.

Cell Phones

Upon entry to the school campus, cell phones must be turned off (not on vibrate or silent) and put in their backpack, and/or kept out of plain sight. Students may also leave the cell phone with a teacher in the morning and retrieve it at the end of the school day. It is the responsibility of the parent to hold their students accountable to the policies and procedures of cell phone use.

Cell phones will be confiscated if used or visible during school hours without staff permission and will only be returned to the parent at the end of the day.

Please see the Cellphone, Smartphones & Other Electronic Devices Policy, which can be found at www.amethodschools.org

Technology Contract

Each student and family will be required to sign a technology contract before that student is allowed on a school computer. students must be responsible and only use the websites allowed by their teacher. If caught on a different/inappropriate site, the consequences outlined in the contract will be followed.

Students are responsible for loss or damage to AMPS computers. Please see the Annual Notification Guide for the Lost or Damaged Property notice for more information.

Overview of Internet Safety

AMPS has an Internet safety policy which includes, but not limited to, the following:

- ❏ Access by minors to inappropriate matters on the Internet is prohibited
- ❏ Procedures have been established to ensure the safety and security of minors when using the Internet. To this end, training and information will be provided to children so that they will refrain from giving out personal details to unknown parties at all times
- ❏ Constant supervision will be maintained to monitor the activities of the vulnerable children and the type of information they access on the computers
- ❏ AMPS will employ the use of technology such as firewalls and filters augment the effort to maintain the integrity of the technology and internet-based programs.

It is the policy of AMPS Schools to:

- ❏ Prevent user access and transmission of inappropriate material via the Internet utilizing technology resources
- ❏ Prevent unauthorized access and other unlawful online activity
- ❏ Prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors, and
- ❏ Comply with the Children's Internet Protection Act [Pub. L. No. 106-554 and 47 USC 254(h)].

The policy applies to all AMPS community members, including students, teachers, staff, and designated contractual or temporary staff.

Technology Protection Measures

AMPS shall filter all Internet traffic originating from any AMPS location to ensure it is appropriate for minors and in compliance with all local, state and federal mandates. The AMPS Home Office support shall maintain the necessary licensing annually to ensure all applicable categories of harmful Internet content is blocked and inaccessible by community members.

AMPS shall also provide for the day-to-day administration of this content filter, which includes, but is not limited to:

- ❏ Manual blocking and unblocking of sites based on requests with legitimate educational purpose
- ❏ Application of appropriate licensing information
- ❏ Selection/de-selection of website categories deemed appropriate or inappropriate by the AMPS leadership community

- ❏ Review and analysis of usage and filtering logs
- ❏ Communication with specific Directorship concerning data and reports generated through the content filtering system

Procedures for the disabling or otherwise modifying any technology protection measure shall be the responsibility of the AMPS Technology Support.

Monitoring and Supervision of Online Activities

It will be the responsibility of all members of AMPS staff responsible for allocating AMPS technology resources for student use to supervise and monitor appropriate usage of AMPS technology resources, especially Internet access, in accordance with the Children's Internet Protection Act.

This includes, but is not limited to:

- ❏ Logging and reporting of AMPS technology resource usage, especially Internet access
- ❏ In-classroom monitoring of student use of technology resources
- ❏ Follow-up meetings with students and/or parents concerning student use of technology resources

For more information, please see the Student Use of Technology and Acceptable Use Agreement, which can be found at www.amethodschools.org.

Education of minors

School staff responsible for allocating AMPS technology resources for student use shall be responsible for providing instruction to students concerning appropriate online behavior utilizing AMPS technology resources. Such instruction shall include review of specific inappropriate behavior, the consequences of such behavior, and an indication of how staff will assist students to be successful with the use of AMPS technology resources while avoiding inappropriate content.

Education of staff

AMPS Support Office staff shall be responsible for training designated staff within individual schools to further train and support school staff on the appropriate use of AMPS technology resources. Said staff will provide guidance and training to other school staff concerning the appropriate use of AMPS technology resources.

Student Health Programs

Physical Education

Physical education is mandated by the California Department of Education and should be encouraged by parents and families to keep kids active and healthy. AMPS adheres to the state standards and acknowledges the importance of regular Moderate to Vigorous Physical Activity (MVPA).

If your child plays sports either in or out of school and sustains an injury, please make sure to alert the school office. We require a doctor's note for prolonged absence from PE.

Peanut Free and Strawberry Free Campus

In order to keep our campus safe for all students, we will have a peanut and strawberry free school. Therefore, students are not allowed to bring snacks on campus that contain peanuts or strawberries. Therefore, if students are seen with snacks that contain peanuts or strawberries it will be confiscated and a peanut and strawberry free snack will be given.

Healthy Food Campus

We are also a healthy food campus. We do not allow soda, junk food, cookies or candy on campus. Chips are allowed if they are vegetable based or whole grain. If junk food is seen, it will be confiscated.

Please see the Universal Meals Notice in the Annual Notification Guide for more information about the option to have breakfast and lunch.

Administration of Medicine

Any student requiring medication to be dispensed must provide to the receptionist a note permitting the school to administer the medication and providing explicit instructions. No prescription medication will be dispensed to a student without this documentation present in their file. Any student who is or may be required to take, during the regular schoolday, prescription auto-injectable epinephrine ("EpiPen") or inhaled asthma medication prescribed or ordered for the student by an authorized health care provider may carry and self-administer prescription an EpiPen or inhaled asthma medication if the appropriate authorizations have been provided to the Charter School. All other medications will be securely stored and administered by the Administrative Assistant.

Bathroom Policy

Students are encouraged to use the bathroom before school, during transition times between and during lunch and breaks. Students are expected to use the bathroom responsibly and clean up after themselves. Should the bathroom situation become an issue, the Site Directors may implement a self-monitoring class policy.

Breakfast and Lunch Program

All AMPS schools will be providing lunch and breakfast to students. Please see the Annual

Notification Guide for the Universal Meals notice.

Parents may pack students a healthy lunch or snack if the child is staying after school or if you wish to opt-out of the lunch program. Students do not have access to a microwave.

As a matter of safety and policy, Parents are not allowed to drop off lunches for students. Students must carry their lunch/snacks with them from the start of the school. All students are to eat in the assigned food court area. No student is to eat outside food in the court area. We will not allow students to call home during lunchtime for food arrangements. Additionally, students are not allowed to use food delivery services to obtain food. This includes but is not limited to Ubereats, Postmates, Doordash or Grubhub.

Illness during School Hours

If a child becomes ill or injured during the school day and is not well enough to stay in class, the parent/guardian will be called to pick the child up. It is necessary to have updated emergency contact numbers on file in the school office in case the guardian cannot be contacted.

Vision and Hearing Screenings

The California State Department of Education mandates vision and hearing screening in schools. You will be notified when your child is scheduled to be screened for vision and hearing. This screening is a general assessment of your child's vision and hearing. It may indicate possible difficulties your child may have with vision or hearing; it will not provide a confirmed diagnosis. This screening is not a substitute for regular medical visits to your child's doctor and optometrist.

You will be notified of your child's screening results only if they do not pass the test. At that time, your child will receive a referral for further evaluation by a qualified medical professional. If you choose for your child to not have screening at this time, please submit a signed written request to your Director.

Mandated Reporting

All AMPS staff must follow state policies on reporting abuse. In California, all school workers must report abuse or neglect if they "have knowledge of or observe" instances of abuse or neglect, or if they "know or reasonably suspect" abuse or neglect have occurred.

All school personnel are mandated reporters of suspected abuse and/or neglect. Mandated reporters are required to report suspected child maltreatment immediately when they have "reasonable cause to believe that a child who is 17 years of age or younger and known to them in a professional or official capacity has been harmed or is in danger of being harmed – physically, sexually, or through neglect – and that a caregiver either committed the harm or should have taken steps to prevent the child from harm.

Please see the School Director if you have any questions or concerns.

Visitor Code of Conduct

The site administration may refuse to register any outsider if the administration reasonably concludes that the outsider's presence or acts would disrupt the school, students, or employees; would result in
damage to property; or would result in the distribution or use of a controlled substance. The Director or designee may revoke a visitor's registration if they have a reasonable basis for concluding that the visitor's presence on school grounds would interfere or is interfering with the peaceful conduct of school activities or would disrupt or is disrupting the school, students, or staff.

The Director or designee may request that a visitor who has failed to register, or whose registration privileges have been denied or revoked, promptly leave school grounds. When an outsider is directed to leave, the Director or designee shall inform the visitor that if they reenter the school within seven days the visitor will be guilty of a misdemeanor subject to a fine and/or imprisonment. (Penal Code 627.7)

Appeal Procedure

The Site Director or designee may withdraw consent to be on campus for up to fourteen (14) days even if the visitor has a right to be on campus whenever there is reason to believe that the person has willfully disrupted or is likely to disrupt AMPS's orderly operation. Consent may be reinstated at the discretion of the Executive Director prior to the expiration of the fourteen (14) calendar day timeline whenever the Site Director has reason to believe that the presence of the person will not constitute a substantial and material threat to the orderly operation of the School campus. The person from whom consent has been withdrawn may submit a written request for a hearing on the withdrawal within the two-week period. The written request shall state the address to which notice of hearing is to be sent. The Executive Director shall grant such a hearing not later than seven (7) days from the date of receipt of the request and shall immediately mail a written notice of the time, place, and date of such hearing to such person.

For more information, please see the Visitation and Volunteer Policy, which can be found as a file attached to our website under the AMPS Family Handbook tab.

Miscellaneous Policies

Freedom of Speech & Personal Expression

The Board of Directors of AMPS respects students' rights to express ideas and opinions, take stands, and support causes, whether controversial or not, through their speech, writing, printed materials, including the right of expression in official publications, and/or the wearing of buttons, badges and other insignia.

For more information about the Student's Freedom of Speech and Expression Policy, it can be found as a file attached to our website under the AMPS Family Handbook tab.

Family Involvement Program

Amethod Public Schools believes in the importance of working together to make a positive impact on the academic and social growth of every child. Although the decision regarding the school's new policy belongs to the Board of Governance, Central AMPS Administration, and the Directorship, family involvement is not only welcome, but also critical to the success of the school. While this may be the case, parental involvement is not required for acceptance or continued enrollment to any of our schools. Please see the Parent and Family Engagement Policy for more information, it can be found as a file attached to our website under the AMPS Family Handbook tab.

Family Involvement Opportunities

AMPS family-school relationships are maintained through:

- ❏ FST - Family & Staff Team
- ❏ PLC
- ❏ CTY camp
- ❏ School Carnival
- ❏ Summer Field Day
- ❏ School Beautification
- ❏ Communication Webs (Class/School Snowflake)
- ❏ Food Drive
- ❏ Harvest Festival
- ❏ Sports
- ❏ Photography
- ❏ Committee Work (Graduation, Family Staff Team (FST))
- ❏ Conferences with students, families, and teachers (including two nights per year) ❏ Workshops for students and families
- ❏ Community-wide events, celebrations and performances

Amethod Public School families are asked to:

- ❏ Reinforce the academic and behavioral standards at home
- ❏ Establish a daily routine for students that sets them up for success
- ❏ Ensure that students are well-rested and receive healthy amounts of rest
- ❏ Provide a quiet space for students to study
- ❏ Provide positive reinforcement of student progress and success
- ❏ Discuss academics and student work among family members
- ❏ Help students with homework and independent reading
- ❏ Ensure that students complete all of their homework neatly and read every night
- ❏ Send their scholar to school in the required uniform
- ❏ Attend all required parent meetings such as pre-year Orientations and Open House Nights
- ❏ Maintain constant respectful communication with teachers and administrators
- ❏ Provide support for summer sessions to avoid summer learning loss

- ❏ Assist with student recruitment
- ❏ Support other AMPS families AND, above all…. talk with your child about school and future.

Forms & Applications

All families must fill out mandatory forms in the school registration packet. They include various forms such as permission slips and contact information.

Changes of Address/Contact Information

Families must provide up–to-date contact information to the school and must notify the school of any changes in phone and/or address as soon as possible. This is essential in case of an emergency.

Emergencies

Taking appropriate action whenever an emergency threatens the safety, health or welfare of a student at school or during school-sponsored activities is of utmost importance. The Chief Executive Officer, Charter School Director, or designee shall require parents/guardians to provide emergency information in order to facilitate immediate contact with parents/guardians if an accident or illness occurs. The Charter School Director or designee will use their best judgment and consider the health, and well-being of the student in a given emergency situation. Parents/guardians will be contacted immediately when a serious accident, injury or other health related concern occurs.

In order to facilitate contact in case of an emergency or accident, parents/guardians shall furnish the Director or designee with the information specified below:

1. Home address and telephone number
2. Parent/guardian's business address and telephone number
3. Parent/guardian's cell phone number and email address, if applicable
4. Name, address, and telephone number of a relative or friend to whom the student may be released and who is authorized by the parent/guardian to care for the student in cases of emergency or when the parent/guardian cannot be reached
5. Local physician to call in case of emergency
6. Health Insurance provider; if applicable

Scheduling Meetings

If the school requests a meeting with you and your child, we need to discuss something important with you. If you would like to schedule a meeting with a teacher or administration, please contact them directly. We document all meetings and appointments.

Providing False Information

Students engaging in any act that entails providing false information to the school will be subject to immediate consequences. Such offenses include such acts as falsifying school records, forging signatures, making or providing false statements, bribery, using an unauthorized User ID or

password, etc. Penalties for such infractions may range from being put on detentions to suspensions.

Telephone Use

Students are not permitted to use the school phone without staff's explicit permission. Students will be allowed to use the front office phone in case of emergency at the discretion of the Director.

Transportation

Amethod Public Schools DOES NOT provide transportation for students. Parents and/or guardians are responsible for providing their children with transportation to and from school. Students must be dropped off and picked up at assigned zones. Directors will attempt to assist students in utilizing transit programs. If a student with disabilities requires transportation, the IEP team will discuss it within an IEP team meeting.

AMPS site Faculty and staff will not be responsible for students beyond the regular and/or after school program hours. We may be required to call police or California

Protective Services (CPS) or police if we cannot contact parents or guardians through the emergency contacts after set hours.

Voluntary Withdrawal

Amethod schools are schools of choice. As such, circumstances may arise in which a parent or guardian wishes to transfer their child to a different school. Families may withdraw students in person at the site by requesting a transcript beforehand to give school time to prepare, and by returning any school materials. Students who miss five or more consecutive days of school without notifying the school, or do not respond to messages or home visits; will risk an involuntary removal. Please see the Attendance Policy for more information.

Charter Complaint Notice form: https://www.cde.ca.gov/sp/ch/documents/rescscomplaints0323.pdf

- Health care coverage options and enrollment assistance: www.coveredca.com

Verification

I have read the student/parent handbook. I have read and understand that families and students must follow the school rules and all policies and procedures that are listed in this handbook. I am aware that I can ask questions and can make an appointment with the school's Director to discuss any items described in the handbook in more detail as needed.

(Please sign, and submit this page to the appropriate school office)

SCHOOL / PARENT HANDBOOK 2024-2025

Student Name: Grade:

School Name:

Parent Name:

Phone Number:

Parent Email:

Mailing Address:

Parent Signature:
_____

Date: _____

AMPS

HONOR HARD WORK

Fiscal Policies and Procedures

BOARD APPROVED: January 15, 2025

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PURPOSE AND INTENT

The purpose of these fiscal policies and procedures is to document the policies and internal controls that support the successful operation of Amethod Public Schools ("AMPS" or "Network") and its schools. The intent is to align with and follow legal and official regulations that apply to charter schools and non-profit corporations in the State of California as well as the additional best practices and sound internal controls that are recommended or required by AMPS' authorizers, lenders, funders, and other experts such as the California Charter School Association (CCSA), Charter School Development Center (CSDC), the California Department of Education (CDE), and California's Fiscal Crisis and Management Assistance Team (FCMAT).

The policies and procedures are reviewed at least annually by AMPS staff and advisors for compliance with new requirements and evolving guidance from the sources above, and changes are brought to the AMPS Board for approval as needed.

EXPENDITURE APPROVAL

Avoiding Conflicts of Interest

It is essential to avoid any conflicts of interest when making expenditure recommendations or decisions. A conflict of interest exists when an individual involved in a recommendation or decision has a personal financial interest in the outcome of the decision and does either of the following:

- Participates in decision-making related to that item.
- Influences, or attempts to influence, others making a contract or decision related to that item whether the attempt occurs inside or outside a board meeting.

AMPS has adopted and published a Conflict of Interest Code that has been approved by the AMPS Board and complies with the Fair Political Practices Commission (FPPC). Any potential conflicts of interest that might come into play with any expenditure recommendations or decisions must be disclosed by the employee or Board member and addressed pursuant to AMPS's Conflict of Interest Code.

Authorization of Expenditures

Authorizing AMPS School and Network Expenditures:

- All contracts, purchases, or other expenditures (collectively referred to hereafter as "Expenditures") made on behalf of any of the schools must be approved by the Site Director or equivalent. The Chief Executive Officer (CEO), Chief Operations Officer (COO), Chief Academic Officer (CAO), Chief Strategy and Compliance Officer (CSCO), collectively the "C-Suite", and Home Office Directors may also approve Expenditures on behalf of schools, up to their relative approval limits.
- Expenditures limits shall be measured on a fiscal year basis (July 1 - June 30).
- All Expenditures in excess of $5,000 made on behalf of a single school site or the network as a whole (across multiple schools) must be approved by the COO, CAO, or CSCO.

- All Expenditures in excess of $25,000, must also be approved by the CEO.
- All Expenditures in excess of $50,000, must be approved by the Board of Directors unless explicitly delegated otherwise on a case-by-case basis by the Board either (i) to staff, or (ii) to one or more Board Members who are designated to act on behalf of the Board as a whole.
- In the case of Expenditures being reimbursed or paid to an approver listed above, the approver's supervisor must approve the reimbursement.
- In the case of Expenditures being reimbursed or paid to the CEO, the Board Chair must approve the reimbursement. The Board Chair may elect to delegate the approval of reimbursements of routine business Expenditures below $1,000 to a staff member other than the CEO (typically the COO).

When approving Expenditures for any School or the Network as a whole, the designated approver must:

- confirm that the Expenditure falls within the currently approved budget;
- contact the Finance Department, COO or designee if needed to confirm that funds are currently available for Expenditure;
- confirm that the Expenditure is allowable under the appropriate revenue source;
- confirm that the Expenditure is appropriate and consistent with the vision, approved charter, school and network policies and procedures, and any laws or applicable regulations;
- confirm that the price is competitive and prudent (and when the Expenditure is greater than $25,000, document a good faith effort to secure the lowest possible cost for comparable goods or services); and
- work with the COO or designee to conduct a full bid process in accordance with law when required by law.

No Gifts of Public Funds

Article 16, Section 6 of the California Constitution prohibits any gift of public funds to an individual or corporation. Per FCMAT guidance, the constitutional prohibition against a gift of public funds is generally not an issue when the direct and primary public purpose of an expenditure results in the public receiving a benefit from the expenditure. Additionally, expenditures of public funds that involve a benefit to private persons are not gifts within the meaning of the California Constitution if those funds are expended for a public purpose.

As such, any expenditure of public funds must primarily benefit the education of students in AMPS's schools in order to not be considered a prohibited gift of public funds. Expenditures driven by personal motives are not justified even if they are well intentioned or based on benevolent feelings (e.g., gifts expressing gratitude to staff or volunteers or sympathy to community members).

No Political Contributions or Involvement

AMPS will not contribute to or otherwise make expenditures in support of any political campaign or candidate for public office. AMPS will not use (or allow management, staff, or other representatives to use) its assets or resources for support or opposition to any political campaign or

candidate for public office. Individual employees, on their own time and with their own money, may contribute to candidates and campaigns of their choosing.

Signing of Contracts

Consideration will be made of in-house capabilities to accomplish services before contracting with outside parties.

Schools:

- Site Directors are the only school-based staff authorized to sign contracts on behalf of their school. Members of the C-Suite may also sign contracts on behalf of schools.
- All contacts must be reviewed and approved by the CEO, regardless of fiscal commitment. CEO may designate an alternative signer.
- Site Directors are responsible for ensuring that school-based contracts are performed to completion.

Network:

- **All** contracts must be reviewed and approved by the CEO, or Designee.
- The Board Chair or CEO may sign contracts upon Board approval.
- The appropriate C-Suite member or designee and the Finance Department are responsible for ensuring that network-based contracts are performed to completion.

Contract Documentation

All contracts above $25,000 must document a good faith effort to secure the lowest possible cost for comparable goods or services that meet all user requirements. Competitive bids will be obtained where required by law or otherwise deemed appropriate and in the best interests of the Network .

Written contracts clearly defining work to be performed will be maintained for all contract service provider relationships involving an Expenditure of $2,500 or more (i.e. consultants, independent contractors, subcontractors).

Contract service providers must show proof of being licensed and bonded, if applicable, and of having adequate liability insurance and worker's compensation insurance currently in effect. The COO or CSCO may also require that contract service providers list AMPS as an additional insured on service providers' insurance policies.

If the contract service provider is a sole proprietor or a partnership (including LLC, and LLP), the contractor will provide a W-9 prior to submitting any requests for payments.

Contract service providers will be paid in accordance with approved contracts as work is performed.

Authorizing Payments to Vendor

A. ACH Payments
The Board Chair, CEO and COO will have the authority to approve ACH payments.

B. Online Bill Pay
The Board Chair, CEO and COO will have the authority to approve online bill payments.

C. Checks
The Board will designate the authorized check signers on all bank accounts and the COO will maintain a list of such authorized signers. Bank checks will be kept under lock and key, at both the Home Office and with the Back Office Provider. When there is a need to generate a bank check, the check will be entered into a ledger at the same time that the check is written. Checks may not be written to cash, bearer, or petty cash. Under no circumstance will any individual sign a blank check or a check made out to themselves. The COO or designee will put in place appropriate procedures to ensure that all checks are accounted for at all times (e.g., by monitoring check registers for any missing checks, and by ensuring that voided checks are stored in the organization's accounting files).

BANK ACCOUNTS, CREDIT CARDS & CASH

The Board of Directors authorizes the Board Chair, CEO, and COO to open and close bank and credit card accounts. The Board Chair, CEO, and COO may be authorized as co-administrators on all bank and credit card accounts, in accordance with the list of authorized account signers.

Bank Accounts

The organization is expected to maintain two types of bank accounts:

- **Operating Account** - The Network's revenue will be deposited into an operating account that only the Board Chair, CEO and COO are authorized to manage. Only these individuals will have signing authority over these accounts or access to the funds in the accounts.
- **Savings Account(s)** - The COO shall manage Network's cash to maximize savings in accounts with either FDIC-insured banks or NCUA-insured credit unions, ensuring that cash is spread to sweep accounts or across banks or credit unions to minimize risk.
- **School-level Accounts** -School sites will not have individual accounts, and will abide by the Network-level accounts and processes.

Cash Management

This section covers the management of cash on hand at the schools.

- All cash held at schools (e.g., for school events, fundraising, etc.) will be the responsibility of the Site Directors. Teachers, office personnel, and other staff shall not hold cash separately. All cash will be delivered to a Site Director on the same day it is received.
- At no times will cash held at schools overnight exceed $5,000. Excess cash will be delivered to the Home Office at minimum weekly, or sooner if the balance nears $5,000.
- No Loans will be made from the petty cash funds.

Procedures for handling cash received by the Network :

Step	Person Responsible	Task	Frequency
1	Site Director	Store cash in a fireproof safe. Provide additional key or code only to the Finance Department.	At all times
2	Site Director	Provide a completed and signed receipt from a tri plicate copy receipt book. Original copy given to the party giving the case. 2nd copy given to the Finance Department (see #3 below). 3rd copy stays in the receipt book at the school site. Attach documentation of purchases. Record all transactions on the receipt book as they occur.	At all times
3	Site Director	Forward all documentation and receipts to the Finance Department for recording in the accounting software.	Weekly/As needed
4	Site Director	Immediately report any irregularities in the cash receipts and reconciliation to the Finance Department and COO.	As needed
5	COO or Designee	Review the cash reconciliation and notify the CEO and Board immediately if any discrepancies are found.	Monthly

Credit Cards

Credit Cards
The COO may authorize individuals to carry and use an AMPS credit card to make purchases on behalf of the school or network, consistent with the Expenditure approval policies above. The cardholder must sign a cardholder agreement in order to receive a physical credit card.

Credit cards will be kept under supervision of the approved individual, and all related documentation of purchases will be turned in to the Finance Department monthly for reconciliation. If itemized receipts are not available or are missing, the individual making the charge will be held responsible for payment and credit card privileges may be revoked.

The COO or designee may issue one-time virtual cards to employees needing to make a single online purchase under $1,000, with approval of the employee's supervisor.

Credit card statements of employees shall be reviewed and approved monthly by employee 's supervisor and the COO or designee.

Account Reconciliations

This section covers the process for reconciling bank and credit card accounts.

Step	Person Responsible	Task	Frequency
1	Finance Department/Back Office Provider	Record bank activity into bank ledger as it occurs.	As receipts / Expenditures occur
2	Finance Department/Back Office Provider	Download bank statements.	Monthly
3	Finance Department	Review check register/examine all posted checks. Research any discrepancies or any checks over 90 days, and if applicable, adjust them in the accounting system. Examine all ACH and online bill payments. Research any discrepancies and reconcile.	Monthly
4	Finance Department/ Back Office Provider	Prepare the bank reconciliation, verifying the bank statements and all outstanding transactions . Compare the reconciled bank balance to the cash in the bank account and to the general ledger. Immediately report any discrepancies to the COO.	Monthly
5	Finance Department/ Back Office Provider	Prepare reconciliation of bank activity to be reviewed by the COO or designee.	Monthly
6	COO or designee	Review and approve the reconciliation. Notify the CEO immediately if any discrepancies are found.	Monthly
7	Finance Department	Save a signed copy of each bank reconciliation alongside the bank statement in AMPS' accounting files.	Monthly

PURCHASING PROCEDURES

Establishing a New Vendor

AMPS is a non-profit organization and at times will be eligible for discounted products and services. When establishing new vendor accounts, inform vendors of the non-profit status and use the AMPS Internal Revenue Service Code Section 501(c)(3), number: 94-3185735. Please note: orders are not currently exempt from sales tax.

Purchase Orders

AMPS requires the use of formal purchase orders for all Expenditures at or above $5,000. This section covers the process for purchase orders that are required by AMPS or vendors prior to ordering or delivering a product or service.

Step	Person Responsible	Task
1	Staff Member	Complete a purchase requisition.
2	Supervisor/Expense Approver	Approve the requisition.
3	Finance Department	Create or confirm purchase order, confirm purchase order is logged.
4	Finance Department	Send the purchase order to the vendor.

Invoice Payments

Invoices should be reviewed and sent to the Finance Department immediately upon receipt. Invoices are paid on a weekly basis. This section covers the process for submitting an invoice for payment.

Step	Person Responsible	Task
1	Staff Member	• • Forward to the Finance Department, confirming receipt of all items/satisfaction of work performed, along with any supporting documentation.
2	Finance Department	If invoice details are complete, add coding to invoice with budget line item(s), secure appropriate approval, and forward to the Back Office Provider.
3	Back Office Provider	Verify invoice coding and initiate payment either by check or ACH.
4	COO or designee	Review and approve check register prior to release of checks/ACH.

Payments Using an AMPS Credit Card

AMPS's preferred payment method is to receive an invoice from vendors and pay by check. However, an AMPS credit card may be used when a vendor will not accept another form of payment. Credit Cards are to be used for business purposes only. Personal purchases of any type are not allowed. Each staff member who is authorized to use a credit card will be required to sign a credit card use certification statement acknowledging that the card shall only be used for legitimate charter school-related business purposes and that the cardholder agrees to take responsible precautions to protect the card from loss or theft.

Credit card purchases are subject to the same expenditure authorization limits and processes as all other purchases. Credit card purchases must be approved in advance by an AMPS employee with sufficient signing and budget approval authority for the planned expenditure.

If payment is made using an AMPS credit card account, follow the process below.

Step	Person Responsible	Task	Deadline
1	Cardholder	Secure approval for the purchase by any required authorizers based on the amount of the expenditure and which budget it will be applied to.	Prior to purchase
2	Cardholder	Keep track of all itemized receipts (including refund receipts).	As purchased
3	Cardholder	Complete a monthly report that details the budget line items and description of each purchase. Attach all itemized receipts.	Monthly
4	Supervisor and Finance Department	Review reports submitted by staff members and confirm accuracy.	Within 5 business days
5	Finance Department	Confirm coding and submit to Back Office Provider/ import into general ledger and reconcile on a monthly basis. Complete reconciliation as noted above.	Within 5 business days
6	COO or designee	Review the reconciliation and notify the CEO immediately if any discrepancies are found.	Monthly

Independent Contractors (1099 Vendors)

This section refers to independent contractors, known as 1099 vendors. These are defined as outside individuals or companies who are contracted by AMPS to provide services and are not paid through AMPS' payroll processes for employees. Such individuals must meet all of the following criteria:

A. the individual must be free from the control and direction of the AMPS in connection with the performance of the work, both under the contract for the performance of such work and in fact;
B. the individual must perform work that is outside the usual course of AMPS's business; and
C. the individual must be customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed for AMPS.

Such individuals are typically self-employed, have no set hours, and have the freedom to render services which are not controlled by AMPS. Independent contractors also typically work for a pre-determined period of time on a specifically defined project. Prior to hiring an independent contractor, consideration will be made of in-house capabilities to accomplish services.

Step	Person Responsible	Task	Deadline
1	AMPS Staff Member that is requesting the Contractor	Identifies a need that cannot be met in-house, identifies an independent contractor who can provide the services, and makes a request to the Director or C-Suite supervisor to hire an independent contractor to provide the services	As needed
2	Director, CEO, COO, CSCO or CAO	Consults with the Finance Department as necessary in order to evaluate the criteria for independent contractor status. If valid, approves the request.	As needed
3	Contractor	Provides a contract outlining services to be completed. Provides a completed W-9 to AMPS. (At times, AMPS will use our own contract template rather than using the Contractor's template. In such cases, the COO or designee and the Finance Department will create the contract and provide it to the appropriate staff member .)	In advance of beginning work
4	Finance Department/COO or designee	Reviews W-9 and draft contract for compliance. If acceptable, forwards to appropriate signer within AMPS.	In advance of beginning work
5	CEO or Designee	Signs contract with independent contractor, after which work can begin	In advance of beginning work
6	Contractor	Completes work and submits invoice(s) to appropriate staff member /Finance Department. Submits work product updates as needed.	Monthly or at completion of project
7	Staff Member	Follows guidelines for invoice payments, ensuring appropriate approvals.	As invoices are received
8	Finance Department/Back Office Provider	Provides 1099 to contractor and files 1099 forms with the IRS.	Annually as required by law

RECEIPTS / ACCOUNTS RECEIVABLE

Documentation will be maintained for all receipts of funds or accounts receivable and forwarded to the Finance Department. All receipts and accounts receivable will be recorded by the Finance Department/Back Office Provider in the general ledger and accounts receivable will be collected on a timely basis.

Voluntary Donations / Contributions

Because charter schools are tuition-free public schools, neither parents nor students are required to donate their time or money as a condition of enrollment in any AMPS school. No student will be denied enrollment because a parent does not make a financial contribution to the charter school. While parent engagement and support of AMPS' schools is encouraged, any such activities are optional. In cases where a recommended donation or fee is stated for participation in an AMPS activity, provision will be made for the student to participate in the activity without making such donation or paying such fee. In cases where AMPS sells merchandise (e.g., food at fundraising events, etc.) student's participation in AMPS' educational programs will not be conditioned on purchasing such merchandise. AMPS will take no adverse actions against a student or parent that does not or cannot volunteer or contribute.

Cash Receipts (Cash and Checks)

This section covers how to handle cash and checks received in the mail or at an event/activity where donations are received or items (i.e. prom tickets) are sold.

Checks Received by Finance Department in Home Office

Step	Person Responsible	Task	Frequency
1	Office Staff	Open mail and provide any checks to the Finance Department.	Daily
2	Finance Department	● Immediately endorse all checks with the appropriate deposit stamp. ● Store checks in safe until deposited to financial institution . ● Record a deposit summary of all checks received, itemizing the amount, source, and purpose of each payment.	Daily
3	Finance Department	● Deposit checks in person or via remote deposit machine and software provided by the general operating bank. ● Save a scan of the deposit details in Drive.	Weekly
4	Finance Department/Back Office Provider	Code deposit summary with appropriate accounting dimensions and record deposit in accounting ledgers.	Monthly
5	COO or designee	Review all deposit details as part of the monthly bank reconciliation process and notify the CEO immediately if any discrepancies are found.	Monthly

Cash & Checks Received by Schools

Step	Person Responsible	Task	Frequency
1	School Staff, as determined by Site Director	● For cash or checks provided in person, issue a cash receipt from a triplicate copy receipt book. Original copy given to payee, 2nd copy submitted to Finance Department (see below). 3rd copy stays in the receipt book at the school site. ● Immediately place cash and checks in the safe.	As received
2	School Staff, as determined by Site Director	● Immediately endorse all checks with the appropriate deposit stamp. ● Utilize dual cash counts for all cash when received, and every time cash changes possession. Use a numbered tamper-proof bag as provided by the Finance Department ● Create a summary of all cash and checks received, itemizing the amount, source, and purpose of each payment. Sign and date the summary. ● Secure in the school safe	Daily
3	School Staff, as determined by Site Director	Give the cash, checks, and deposit summary to the Finance Department.	Weekly

Cash & Checks Received at Events

Step	Person Responsible	Task	Timing
1	Site Director	Designate a staff member as the Cashier responsible for collecting and holding all cash and checks for the purpose of an individual activity or for sales made at the school.	In advance of event.
2	Cashier/staff member	Record each transaction in a triplicate copy receipt book at the time the transaction is made. Provide an original receipt to the donor/customer. 2nd copy submitted to Finance Department (see above). 3rd copy stays in the receipt book at the school site.	At transaction
3	Cashier + One Additional Staff Member	● Create a summary of all cash and checks received. Both employees sign and date the summary. ● Use a numbered tamper-proof bag to secure all cash and checks ● Give the cash, checks, receipt book, and deposit summary to the Site Director to secure in the safe. *Additional staff member can be the Site Director	End of Event
4	Site Director + One Additional Staff Member	Re-count the funds and verify amount matches original count. Sign and date the summary, and provide budget codes for the deposits. Place all cash, checks, receipts, and signed summary in a numbered tamper-proof bag. Record the daily amount received and the tamper-proof bag number in a daily receipts log kept separate from the receipts book and cash/checks.	End of Day
5	Site Director	Secure numbered tamper-proof bag in school safe.	End of Day

Returned Check Policy

A returned-check processing fee may be charged for checks returned as non-sufficient funds (NSF). Unless otherwise pre-approved by the COO, payment of the NSF check and processing fee must be made by money order or certified check.

In the event that a second NSF check is received for any individual, in addition to any processing fee, the individual will lose check-writing privileges. Payment of the NSF check, the processing fee

and any subsequent payment(s) by that individual must be made by money order or certified check.

In the case of NSF checks written by parents of students, failure to pay may result in the withholding of report cards/transcripts at the end of the semester and/or school year until payment is received, unless other mutually agreeable arrangements are approved by the COO, CEO, and/or Governing Board.

If unsuccessful in collecting funds owed, AMPS may initiate appropriate collection and/or legal action at the discretion of the COO, CEO and/or Governing Board.

POSITION CONTROL & PAYROLL

Personnel Budget Approvals
AMPS's Board approves each school's annual budget and revisions to that budget on a periodic basis. Each budget will include the portion of each school's approved expenditures that are related to employee compensation and benefits. The Board delegates individual personnel decisions (e.g., hiring, firing, compensation) to AMPS staff (subject to adherence with the Board approved budget and any relevant AMPS policies) as follows:

School Positions:
- Recommendations regarding creating or filling all School positions will be made by the Site Director(s) of the School.
- The AMPS human resources team will determine the appropriate compensation for any position based on AMPS's compensation philosophy, salary bands, and other reasonable factors.
- The COO will review all School positions.
- The COO will review the budgetary impact of all School positions.
- The CEO will give final approval on all positions and compensation.
- Employment Agreements with a salary over $100,000 require board approval.

Home Office Positions:
- Recommendations regarding creating or filling all Home Office positions will be made by the relevant Home Office department head.
- The AMPS human resources team will determine the appropriate compensation for any position based on AMPS's compensation philosophy, salary bands, and other reasonable factors.
    - The COO will review all Home Office positions.
    - The COO will review the budgetary impact of all Home Office positions.
    - The CEO will give final approval on all positions and compensation.
    - Employment Agreements with a salary over $100,000 require board approval.

As with any other Expenditures, the appropriate approver must:
- confirm that the proposed position falls within the currently approved budget;
- confirm that the position is allowable under the appropriate revenue source; and
- confirm that the position is appropriate and consistent with the vision, approved charter, school and network policies and procedures, and any laws or applicable regulations.

Retention and/or Recruitment Bonuses
- The CEO shall have the ability to offer signing/recruitment bonuses or retention bonuses up to $5,000 per employee annually, for positions that are deemed "difficult to staff". A "difficult to staff" position is considered a role that faces challenges in attracting qualified candidates due to factors like specialized skills, demanding work conditions, geographic location, or limited applicant pool. No bonuses may be awarded if total compensation for the position would be excessive under IRS standards for non-profit employees. The CEO will consider past, present, and future compensation trends in deciding whether payment of a bonus could be considered "excessive" or "inequitable" and therefore should be avoided.

Position Control
Position control refers to a system of tracking personnel budgets based on positions that are approved and expressed as full-time equivalents (FTE), rather than based on specific employees. It is used to budget and forecast expenses and to ensure that only authorized positions are filled and only appropriate personnel receive a payroll check. AMPS's Human Resources and Finance Departments will maintain a position control system to track which positions are approved per the approval policies above. It will also track which specific employee is in each role and what their compensation is for that position.

Information from the position control system will be incorporated into budget monitoring and reporting processes. It will also be integrated into AMPS's payroll and HR systems to ensure personnel costs are accurately recorded on a monthly basis and to identify and correct any material differences that arise from time to time.

Employee Qualifications
All AMPS staff on payroll must comply with state law requirements before being hired or assigned to AMPS's payroll system. Site Directors are responsible for working with Human Resources to manage the formal hiring process at their schools. Please refer to the AMPS Employee Handbook for information on employee requirements, and managing vacation and sick leave.

Payroll Submission Procedure
AMPS uses Paylocity for payroll and submits payroll online. Payroll is processed in-house by the Payroll and Benefits Manager, and is approved by the COO or designee.

Payroll Distribution
It is the preferred method of AMPS to disburse payroll via direct deposit. Direct deposit statements and W-2 forms are available to all staff online through Paylocity. Should an employee request paper paychecks, they will be delivered to the Home Office.

Payroll Taxes and Filings
Paylocity and the Back Office Provider (if applicable) will prepare payroll check summaries, tax and withholding summaries, and other payroll tracking summaries, and will file all state and federal quarterly and annual payroll tax forms and W-2 forms on a timely and accurate basis. The COO or designee will review the forms before the vendor submits them to the respective employees or agencies.

Record Keeping
All payroll records will be maintained by AMPS or the payroll vendor for seven years or longer if otherwise required by law.

EXPENSE REIMBURSEMENTS

Employee Business and Travel Reimbursements

At times, AMPS staff are asked to travel or have to purchase work related items using their own cash or credit cards. Business and travel expenses will be reimbursed for pre-approved expenses consulted and approved by the supervisor in accordance with their budget authorization and signing authority.

Expense reports will be processed on a weekly basis. For travel reimbursements policies and limits, refer to the travel reimbursement policy in the appendix.

This section covers the process for submitting an expense or travel reimbursement

Step	Person Responsible	Task	Timing
1	Staff Member	Keep track of all itemized receipts (including refund receipts). Non-itemized receipts or expenses without receipts may not be reimbursed.	As purchased
2	Staff Member	Complete expense reimbursement form through and attach itemized receipts for all charges.	Monthly, as necessary
3	Supervisor/ Approver	Review reimbursement form and approve it.	Within 3 business days
4	Finance Department	Review reimbursement requests and prepare a summary for payment by Back Office Provider, or review expense in expense management system.	Weekly
5	Finance Department/Back Office Provider	Enter into accounting software and reconcile monthly as per above	Monthly
6	COO or designee	Review the reconciliation and notify the CEO immediately if any discrepancies are found.	Monthly

Volunteer Expenses

All volunteers will submit a purchase request to the Site Director, Home Office Director, or C-Suite member for all potential expenses. Only items with prior authorization from such authorizer will be paid/reimbursed. Itemized receipts must be included to be eligible for reimbursement. Reimbursements for volunteers will be processed by the Finance Department.

Governing Board Expenses

The individual incurring authorized expenses while carrying out the duties of AMPS will complete

and sign an expense report. The COO or designee will approve and sign the expense report, and submit it to the Finance Department for payment.

All Expenses
All expenses submitted for reimbursement must have an itemized receipt. The receipt should not contain personal items on it, and under no circumstances may the receipt contain alcohol or any other expense that violates AMPS's expense rules.

Requests for mileage reimbursement must include Google Maps printout, or similar, with the mileage requested being the lesser of the travel from home or school site to the destination. Mileage will be reimbursed at the IRS Standard Mileage Rate in place at the time of travel.

Requests for reimbursement must be made within 30 days of incurring the expense.

Credit card users shall use the same guidance in the Travel Reimbursement Policy when making purchases and Expenditures during business travel for AMPS.

FINANCIAL REPORTING BUDGETING & RECORDS RETENTION

Financial Budgeting

The Back Office Provider, in consultation with the COO or designee, will prepare an annual financial budget for each school. The budget will include input from Site Directors, Home Office Directors, and members of the C-Suite. The annual budget will be submitted to the Board of Directors for approval prior to the July 1 start of each fiscal year. It will be accompanied by a description of the assumptions that guided the creation of the budget. The approved budget for each School will be incorporated in the Local Control and Accountability Plan (LCAP) for that School, which will be prepared, reviewed, and adopted in accordance with California law. The LCAP and Budget for each School will be submitted to such School's authorizer on a timeline and in such format as is required by law.

The Back Office Provider will prepare budget revisions on an as-needed basis throughout the year, which revisions are subject to Board approval. At a minimum, such revisions will include a First Interim and Second Interim budget revision for each School that will be prepared, approved, and submitted to such School's authorizer on a timeline and in such format and timeline as is required by law.

Budgets will be developed using reasonable and timely assumptions regarding all areas of the network's operations, including, but not limited to enrollment and attendance projections, student demographics that impact funding, public funding rates, non-public revenue sources, position control and staffing levels, employee benefit costs, and other cost projections. They will factor in reasonable and timely assumptions related to COLAs and inflation expectations. Budgets will include a multi-year financial projection that (at a minimum) includes the current year plus two following years.

Financial Monitoring and Reporting

The Back Office Provider and COO and/or designee will periodically monitor adherence to the then-current budget and share a financial update and reports with the Board of Directors at each meeting of the Board. Such monitoring, updates and reports will include a budget-to-actual variance analysis for each major category of the then-current budget for each school, and a narrative description of noteworthy variances. If necessary, action will be taken to adjust the budget based on these reports.

The Finance Department, Back Office Provider, and COO will provide the CEO and/or Board of Directors with additional financial reports, as needed.

AMPS will provide financial reports (e.g., Unaudited Actuals) for each School to such School's authorizer on a timeline and in such format as is required by law. AMPS will file all information and tax returns required by the Internal Revenue Service (IRS) and California's Franchise Tax Board (FTB) on a timely and accurate basis.

AMPS' Finance Department and/or Back Office Provider will maintain a financial reporting calendar of relevant financial reporting deadlines to ensure that required reporting deadlines are met on a timely basis.

Accounting Dimensions

AMPS will adhere to all elements of California's Standardized Account Code Structure (SACS) that are required to meet the needs of State financial reporting requirements. This currently includes tracking all revenues and expenditures by "object" and "resource" as those terms are defined in the California School Accounting Manual (CSAM). AMPS may implement additional accounting dimensions as needed for its own internal reporting or to provide improved visibility into program operations and efficiency.

Restricted Fund Accounting and Reporting

AMPS and the Back Office Provider will maintain sufficiently detailed fund accounting procedures and records to identify the sources and uses of all restricted funding sources at each school so as to be able to separately identify the revenues, expenses, receivables, payables and cash and fund balance for that funding source at that school. Over time, the expectation is that all restricted funding sources will eventually reach a $0 fund balance as expenditures match the revenues received. Accurate and timely reports will be filed for each such funding source and school as required by that funding source.

Retention of Records

Financial records, such as transaction ledgers, canceled/duplicate checks, attendance and entitlement records, payroll records, and any other necessary fiscal documentation will be retained for a minimum of seven (7) years. At the discretion of the COO, certain documentation may be maintained for a longer period of time.

FINANCIAL RESERVES, LIQUIDITY, AND INVESTMENTS

Funds Balances / Reserves

AMPS recognizes the need to maintain an adequate fund balance that will ensure the financial viability of our network and each school. The following policies related to the maintenance of adequate fund balances, reserves, and cash liquidity reflect recommendations made by the California Department of Education, our County Offices of Education and authorizers, our financial auditor, and researched best practices among California CMO peers and non-profits more broadly.

AMPS will maintain a positive fund balance each year on a consolidated basis, and at each school. The fund balance will be measured annually as the sum of the network's or the school's assets, minus its liabilities, in both cases as recorded in AMPS' or the Back Office Provider's accounting system.

Building / maintaining reserves under normal circumstances: Each AMPS school, and the AMPS Home Office is expected to develop an annual budget that has a neutral or positive impact on its fund balance (i.e., with revenues equaling or exceeding expenses) and with a concrete multi-year plan to ensure at minimum breakeven operations for a 3-year rolling period, and a minimum 5% reserve for economic uncertainty. The COO or designee will work with each school to develop an individualized plan to reach each school's goals. An annual contribution to the school's reserve will be built into each school budget as needed.

Financial Assets/Cash Management Strategy

This policy regarding the cash management strategy and savings instruments of AMPS' financial assets is set forth to:

- define and assign the responsibilities of all parties involved in managing AMPS' cash,
- establish a clear understanding of the savings policy and objectives, and
- provide guidance and limitations to any internal or outside portfolio manager regarding the investment of AMPS assets.

Savings Objectives

The objective of AMPS' cash management strategy is (a) to preserve capital required for day-to-day operations of our schools and (b) to maximize funds held in interest-bearing accounts.

The investment horizon of the funds should endeavor to match the duration of the associated funding needs. Funds required for day-to-day operations will be maintained in a standard checking account. Funds for savings will be maintained by direction of the COO in Certificates of Deposit High-yield savings, or other investments that are not subject to market fluctuations.

Delegation of Authority

The Board of Directors is responsible for approving the savings policy and has authorized the CEO and COO to oversee the placement of assets on an ongoing basis. The CEO and COO are authorized

to delegate certain responsibilities to professional agents such as portfolio managers, custodians, attorneys, auditors, consultants and other specialists who are experts in their field, as needed.

General Cash Management Principles

- Investments shall be made solely in the interest of AMPS Public Schools.
- Assets shall be invested with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the investment of a fund of like character and with like aims.
- Savings shall be reasonably diversified in multiple banks and/or credit unions.
- Cash is to be employed productively to provide safety, liquidity, and return.

Allowable Assets

Cash Equivalents

- Checking Accounts
- Savings Accounts
- Treasury Bills
- Time Deposits, including Certificates of Deposit

FIXED ASSETS / DEPRECIATION / LEASES / INSURANCE

Asset Inventory

A depreciable asset is defined as all items, purchased or donated, with a value of $5,000 or more and with a useful life of more than one year.

The Finance Department will maintain records of all receipts for purchased assets, including depreciable assets, as well as non-capitalized assets.

The Finance Department, in consultation with the Technology and Facilities Departments, will also maintain an inventory or log of all depreciable assets. The log will include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting assets. The log will also include the useful life of any depreciable assets in order to facilitate depreciation accounting noted below. The COO will immediately be notified of all cases of theft, loss, damage or destruction of assets.

Asset Sales and Disposal

The COO or designee will approve any plans for disposing of any fixed assets with a clear and complete description of the asset and the date of disposal. Any asset disposal will be managed in a manner that ensures that AMPS receives a fair market value for such asset, and that avoids any conflicts of interest.

Capital assets may be sold or traded for new equipment; when this occurs, an asset sale and disposition form should be completed. Upon approval, the school may advertise the property for sale or submit a list to the Facilities Department for sale and disposition. After completion of the sale, a completed original bill of sale form with authorized signatures should be submitted to the Finance Department. The Finance Department and Back Office Provider should delete the item from the asset records and record any gain or loss on the disposition.

Worn Out or Obsolete Assets
Worn out or obsolete assets with no cash value should be reported to the Finance and Facilities Departments on the asset disposition form, which includes a description, serial number and condition of the asset. The Facilities Department should inspect all worn out or obsolete property before it is discarded . The asset can then be removed from the asset records.

Missing or Stolen Assets
Any missing or stolen asset should be reported in writing to the Site Director and Facilities and Finance Departments as soon as its absence is discovered . The report should include the description, serial number, and other information about the lost item. The Finance Department should determine the proper course of action and should notify COO or CSCO, as the charter school's insurance carrier and any outside authorities may need to be notified . If the asset is not recovered, it can be removed from the asset records.

The Finance Department and Back Office Provider will record any such disposal in AMPS' accounting software on a timely and accurate basis.

Capitalization and Depreciation

AMPS has determined a capitalization threshold of $5,000 as appropriate. AMPS' Finance Department and/or Back Office Provider will record depreciation expense with all capitalized assets in order to track those assets' decline in value because of wear and tear, age, deterioration, or obsolescence. AMPS uses the straight-line depreciation method that reports the same amount of decline in value each year.

Insurance

The CSCO and/or COO will ensure that appropriate insurance is maintained at all times with a high-quality insurance agency.

The CSCO and/or COO will maintain the files of insurance policies, including an up-to-date copy of all, insurance policies, certificates of insurance (including the designation of required additional insured as required under AMPS's charters, MOUs, lending agreements, and other contracts as appropriate), and related claim forms.

The CSCO and COO will carefully review insurance policies on an annual basis, prior to renewal.

Insurance will include at minimum, general liability, worker's compensation, student accident, professional liability, and directors' and officers' coverage.

LOANS AND BORROWING

Loans

The Board will approve all loans made or taken out by AMPS. In the case of a long-term loan, approval may also be required from the chartering authority (in accordance with the terms of the charter petition or an MOU with such authority) and/or other lenders (in accordance with the loan documents). Once the loan is approved by the Board, a promissory note will be prepared and signed by the Board Chair or CEO before funds are borrowed.

Loans to/from Employees

Loans to or from employees are not permitted.

Lines of Credit/Credit Card Account

AMPS will endeavor to maintain a line of credit to provide short-term cash liquidity as needed pursuant to the policies above. The CEO and COO have been authorized by the Board of Directors to borrow funds against the line of credit or to establish Network credit card accounts on behalf of AMPS, as needed to ensure that the network meets its financial obligations.

ANNUAL FINANCIAL AUDIT

The Board will annually select an auditor by April 1 prior to the fiscal year-end (June 30th).

The Board will annually contract for the services of an independent certified public accountant on the State of California's approved list to perform an annual fiscal audit. The audit shall include, but not be limited to:

- An audit of the accuracy of the financial statements;
- An audit of the attendance accounting and revenue accuracy practices;
- An audit of the internal control practices;
- Because AMPS's schools are considered local government entities the independent audit will be conducted based on governmental auditing standards and the provisions listed in the Guide for Annual Audits of TK-12 Local Educational Agencies and State Compliance Reporting, published by the Education Audit Appeals Panel (EAAP) and available at www.eaap.ca.gov.

The annual audit will be presented to the AMPS Board for review and approval each year and will be filed with the CDE and SCO on a timely basis each year. Any audit exceptions and/or deficiencies will be resolved to the satisfaction of the AMPS Board and the Board of Directors and the charter-granting agency.

APPENDIX A – TRAVEL AND REIMBURSEMENT POLICY

Employees who travel on behalf of AMPS in order to fulfill their work duties or to attend workshops, conferences, or other employment-related activities, or who purchase work-related items with personal funds, will be reimbursed for qualified expenses incurred.

The following policy is intended to address the vast majority of expenses incurred by AMPS staff. In the event that exceptions are required due to the unique nature of the work-related purpose of the trip or the specific location to which the staff member is traveling, the staff member must get prior approval from their supervisor prior to incurring expenses outside this policy. Supervisors are responsible for exercising prudent judgment in evaluating such requests and encouraged to discuss them with the COO if they have any doubt about the appropriateness of the request.

All reimbursement claims must be pre-approved by the employee's supervisor, and must be supported by the original, itemized receipts, or in the case of mileage, tolls, and public transportation, by print outs of maps and fare schedules. If for some reason, obtaining a receipt is not possible, contact the COO for guidance on how to proceed.

General Travel Requirements
The employee requesting to travel on behalf of AMPS must work with his/her supervisor to determine whether the benefit from the travel to both the employee and to AMPS will outweigh anticipated costs of the travel, including how the employee's absence will affect teammates, students and upcoming deadlines. All efforts should be made to explore alternatives such as participation by phone or videoconference, and availability of local programs or training opportunities.

Employees with job duties that require regular travel between school sites are not required to request approval in advance of travel. Again, efforts should be made to explore alternative participation methods as often as possible to minimize expense to AMPS.

Long-Distance or Multi-Day Travel: When an employee travels for professional development opportunities, conferences or workshops that will require an absence from his/her worksite for more than one day, the following expenses may be eligible for reimbursement:

- meals and non-alcoholic drinks;
- transportation to and from the airport and/or hotel or other business-related locations;
- overnight hotel fees and taxes;
- mileage to and from the airport or hotel, if driving yourself;
- parking; and
- internet access if needed for business purposes.

Non-reimbursable expenses: The following expenses are not eligible for reimbursement:

- alcoholic beverages;
- entertainment (movie, purchases/rental, plays, concerts, etc.);
- additional expenses incurred in the accommodation of an employee's non-AMPS related travel plans (e.g. extra hotel nights, additional stopovers, meals, increased fares to accommodate a different flight schedule, etc.);

- expenses associated with travel of an individual's spouse, family or friends;
- reimbursements for gifts of any kind; and
- expenses lacking receipts or sufficient supporting evidence to justify the expense.

Air Travel Reimbursement
Air travel reservations should be made as far in advance as possible in order to take advantage of reduced fares. Flights must be reviewed by the employee's supervisor or the Finance Department before booking to ensure costs are reasonable, appropriate, and within budget. Employees should use price comparison sites to find the best/reasonable rate and should book travel in coach/economy class instead of business/first class.

Lodging Reimbursement:
Employees are not required to share a room while traveling for AMPS business. Employees should use price comparison sites to find the best/reasonable rate. Maximum allocation for lodging is $250.00 per night unless using a conference rate, or otherwise approved by a C-Suite member. When requesting rates at hotels, always ask for discounts and rates available for public school employees.

Parking Reimbursement
In cases where an employee is required to drive, parking will be reimbursed at a reasonable rate based on the location to which the employee is traveling. Employees should use the airport parking in the appropriate lot based on the length of your trip (e.g., long-term vs daily) and utilize economy lots where available to save money.

Car Rentals Reimbursement
Should an employee's travel require a car rental and refueling cost, the employee must receive prior approval from a member of the C-Suite. AMPS will not reimburse employees for rental car insurance fees, upgrades, and/or navigation features, and employees are expected to carry their own insurance. Reimbursement for gas is allowable on car rentals only, with the proper receipts. Employees should book compact or standard-size cars unless there's a reason for a different vehicle or free upgrade and should use price comparison sites to find the best or most reasonable rate.

Mileage Reimbursement
Reimbursement for work-related travel using an employee's personal automobile will be made according to the IRS-published mileage reimbursement rate in effect at the time of travel. In calculating mileage, employees should use the lesser of the distance from their home or their work site to the destination.

Meals Reimbursement
When an employee is required to travel for more than one day (i.e., overnight travel), meals will be reimbursed up to $100 per person per day unless otherwise approved by a member of the C-Suite. To qualify for meal costs, the following leave and return time limits apply:

- Breakfast: Must leave before 6:30am and/or return after 9:00am
- Lunch: Must leave before 11:00am and/or return after 1:30pm
- Dinner: Must leave before 4:00pm and/or return after 6:30pm

Itemized receipts are required for all meals. AMPS employees are permitted to pay for meals for reasonable business associates (e.g., other AMPS staff, potential donors, etc.), but meals for personal companions will not be reimbursed. Alcoholic beverages will not be reimbursed.

Travel Expense Report

All reimbursement forms and receipts should be submitted as soon as possible after travel. All forms must be received within 30 days of the event or travel and no later than July 15th of the following fiscal year. Please contact the Finance Department for instructions on how to complete the necessary forms.

LEASE AGREEMENT

between

MARINA BAY PARTNERS, LLC,
a California limited liability company

as Landlord,

and

AMETHOD PUBLIC SCHOOLS

as Tenant

Dated as of October 28, 2014

#26757078_v4

LEASE AGREEMENT

ARTICLE 1 FUNDAMENTAL LEASE PROVISIONS.

1.0 EFFECTIVE DATE:	October 28, 2014
1.1 LANDLORD:	MARINA BAY PARTNERS, LLC
1.2 TENANT:	Amethod Public Schools
1.3 BUSINESS CENTER:	Land and improvements currently known as the Marina Bay Business Park, located in the City of Richmond, County of Contra Cost, State of California, currently having a common street address of 1450 Marina Way South, Richmond, California, and shown generally on Exhibit A attached hereto.
1.4 PREMISES:	That certain Premises in the Business Center, identified as Building No. 1, which Tenant hereby acknowledges to contain approximately 47,632 square feet of leasable area. The above footages shall apply to this Lease regardless of minor deviations therefrom in the actual premises. The general location of the Premises is indicated on Exhibit A attached hereto. (Article 2)
1.5 STREET ADDRESS FOR PREMISES:	1450 Marina Way South, First Floor, Richmond, California 94804
1.6 INITIAL LEASE TERM:	Fifteen (15) years plus the Fixturization Period, commencing on the Effective Date. (Article 3)
1.7 EARLY OCCUPANCY DATE:	January 2, 2015. (Article 3, Section 3.4)
1.8 COMMENCEMENT DATE:	May 1, 2015. The date upon which Landlord delivers the Premises to Tenant as is. (Section 3.2)
1.9 FIXTURIZATION PERIOD:	Period starting on the Effective Date and ending on the Commencement Date.
1.10 RENT COMMENCEMENT DATE:	May 1, 2015.
1.11 BASE RENT:	See Article 4, Section 4.1

Term	Amount
Early Occupancy: January 2, 2015 to May 1, 2015	See Article 4

	Each 12 month period commencing as of the Commencement Date	See Article 4
1.12 SECURITY DEPOSIT:	$100,000. (Article 5)	
1.13 USE:	Subject to Article 7, operation as school education facility.	
1.14 LATE CHARGE:	Five percent (5%) of any overdue amount. (Section 4.4)	
1.15 EXTENSION OPTION	One (1) option to extend the Term for five (5) years.	
1.16 BROKERS:	Commissions to Lee & Associates and LCB Associates paid by Lessor by separate agreement.	
1.17 PARKING	3 stalls per 1,000 SF of rented space, within the office park.	

1. 18 EXHIBITS:

Exhibit A.	Site Plan of Business Center
Exhibit B.	Landlord's Work
Exhibit C.	Tenant's Work
Exhibit D.	Acknowledgment of Commencement
Exhibit E.	Rules and Regulation

1.19 NOTICES TO LANDLORD:

Holland & Knight
50 California Street, Suite 2800
San Francisco CA 94111
Direct Phone 415.743.6932 | Fax 415.743.6910
Ms. Janice Kim

1.20 NOTICES TO TENANT:

Addressed To the Premises
With a copy to:
Mr. Jorge Lopez
Executive Director
Amethod Public Schools
1450 Marina Way South, First Floor
Richmond, CA 94804

Each reference in this Lease to any of the Fundamental Lease Provisions contained in this Article 1 shall be construed to incorporate all of the terms provided under each such Fundamental Lease Provision. In the event of any conflict between a Fundamental Lease Provision and the balance of the Lease, the latter shall control.

ARTICLE 2 PREMISES.

2.1 Description. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord for the Term (defined in Section 3.1), at the Rent (defined in Section 4.5) and upon the covenants and conditions set forth in this Lease, the building (the "**Premises**") described in Section 1.5. The Premises constitute a portion of an integrated business park (the "**Business Center**") described

generally in Section 1.4 which Landlord has constructed or will construct or cause to be constructed on real property located in the city and state described in Section 1.4. The Exhibit A site plan shows, among other things, the principal improvements which Landlord currently anticipates will comprise the Business Center. Tenant acknowledges that the Business Center may be developed in stages by Landlord. Tenant acknowledges that the site plan shown in Exhibit A is tentative. Landlord may from time to time change the shape, size, location, number and extent of the improvements shown thereon, and eliminate or add any improvements to any portion of the Business Center. Any reference on the site plan attached hereto to any businesses or tenants by any specific names in no manner is a covenant, representation or warranty by Landlord that such businesses or tenants currently occupy, or at any time in the future will occupy, any portion of the Business Center. The square footage of the Premises may include Tenant's proportionate share of electrical, mechanical or other rooms provided by Landlord as determined by Landlord.

2.2 Measurement of Premises. Landlord and Tenant acknowledge and agree that the actual dimensions of the Premises and the actual leasable square footage of the Premises may deviate slightly from the dimensions and leasable square footage of the Premises set forth in Section 1.5. In no event shall Landlord have any liability in the event the approximate square footages recited in this Lease are incorrect to any degree. Tenant may, at its sole cost, measure the rentable square footage of the Premises. Measurements shall be made from the exterior of exterior walls. If Tenant disputes Landlord's measurement as set forth in Section 1.4 it shall notify Landlord not later than thirty (30) days after the Commencement Date. If Landlord and Tenant cannot thereafter agree on the measurement within ten (10) days after Tenant's notice, then either party shall have the right to submit the issue to arbitration in accordance with Section 24.6(A). If it is determined that the actual square footage measured as provided above varies from the square footage determined by Landlord, then any provisions of this Lease based upon a specific rentable square footage shall be adjusted at the applicable square foot rental figure as agreed upon or determined by arbitration.

2.3 Option to Extend Term. Tenant shall have one (1) option (an "Extension Option") to extend the Term for all or a portion of the Premises for a period (an "Option Period") of five (5) years commencing upon the Expiration Date of this Lease, upon the same terms and conditions previously applicable except for the Base Rent (which shall be calculated as set forth in 4.1 below). An Extension Option may be validly exercised only by notice in writing received by Landlord not later than 12 months prior to commencement of the applicable Option Period.

ARTICLE 3 LEASE TERM.

3.1 Term and Commencement. This Lease shall be effective as of the date that it has been executed by Landlord and Tenant (the "**Effective Date**"). The term of this Lease ("**Term**") shall commence on the date described in Section 1.8 (the "**Commencement Date**"), and shall continue for the period specified in Section 1.6, subject to extension and sooner termination as provided in this Lease. Tenant's obligation to pay Base Rent shall commence on the date described in Section 1.8 (the "**Commencement Date**"). The performance of Tenant's obligations under this Lease shall commence as of the Commencement Date except to the extent a specific provision of this Lease specifically sets forth another commencement date for the performance of an obligation by Tenant. Except as otherwise expressly set forth elsewhere in this Lease the term "**month**" shall mean a calendar month. As used in this Lease, "**Lease Termination**" shall mean the earlier of the expiration or termination of this Lease. The parties agree that the Commencement Date will occur as the date set forth in Section 1.8 (the "**Commencement Date**"). Landlord shall not be liable for any damage or loss incurred by Tenant for Landlord's failure for whatever cause to deliver possession of the Premises by any particular date (including the Commencement Date). If Tenant takes possession of or accesses the Premises prior to the Rent Commencement Date for any reason, including, without limitation, Tenant's performance of any work to be performed by Tenant pursuant to Exhibit C, Tenant shall do so subject to all of the terms,

conditions and provisions of this Lease, including, without limitation, insurance and indemnification obligations (except for the payment of Base Rent).

3.2 Delivery of Possession. Tenant shall accept possession of the Premises pursuant to the terms of this Lease on the Commencement Date. Any work to be completed by Landlord prior to the Commencement Date ("**Landlord's Work**") is described in Exhibit B. Tenant agrees to use its best efforts to cooperate with Landlord (at Tenant's sole cost and expense) in Landlord's efforts to obtain all appropriate permits, licenses and approvals from applicable governmental agencies necessary to operate. Tenant shall pay for all utilities and services consumed by Tenant or its contractors in preparing the Premises for opening of the Business Center. Upon delivery of the Premises to Tenant, Tenant shall commence the construction of the work to be completed by Tenant pursuant to Exhibit C (such work is collectively referred to herein as "**Tenant's Work**") and shall diligently prosecute such construction to completion at Tenant's sole cost. Tenant's Work shall be subject to the terms and conditions set forth in Article 10 and Exhibit C attached hereto. Subject to Landlord's written approval of the same, Tenant's Work shall include such modifications, improvements and alterations as are reasonably necessary for Tenant to operate its business within the Premises in the manner required by this Lease. By accepting possession, Tenant acknowledges that it has had an opportunity to conduct, and has conducted, such inspections of the Premises as it deems necessary to evaluate its condition. Except as otherwise specifically provided in this Lease, Tenant agrees to accept possession of the Premises in its then existing condition, subject to all liens, easements, declarations, covenants, conditions, restrictions and other matters recorded against all of any portion of the Business Center and without representation or warranty of any kind, express or implied, by Landlord. Tenant's taking possession of any part of the Premises shall be deemed to be Landlord's completion of its obligations to the Premises and to be an acceptance of any work of improvement done by Landlord in such part as complete and in accordance with the terms of this Lease except for "Punch List" type items of which Tenant has given Landlord written notice prior to the time Tenant takes possession. Such improvements shall be deemed to be "**Substantially Completed**" when they have been completed in accordance with the approved construction drawings except for finishing details, minor omissions, decorations and mechanical adjustments of the type normally found on an architectural "punch list". (The definition of Substantially Completed shall also define the terms "**Substantial Completion**" and "**Substantially Complete**.") At the time Landlord delivers possession of the Premises to Tenant, Landlord and Tenant shall together execute an acceptance agreement in form reasonably requested by Landlord to acknowledge the delivery condition of the Premises. Landlord shall have no obligation to deliver possession, nor shall Tenant be entitled to take occupancy, of the Premises until such acceptance agreement has been executed, and Tenant's obligation to pay Base Rent and all other Rent due under this Lease shall not be excused or delayed because of Tenant's failure to execute such acceptance agreement.

3.3 Acknowledgment of Commencement. Within ten (10) days after receipt of a request, Tenant agrees to execute and deliver to Landlord a certificate substantially in the form of Exhibit D, indicating any exceptions which may exist at that time. Failure of Tenant to execute and deliver any such certificate delivered by Landlord to Tenant within such time limit shall constitute an unqualified acceptance of the Premises and acknowledgment that the statements included in the certificate delivered by Landlord to Tenant are true and correct without exception.

3.4 Early Occupancy. Landlord shall allow Tenant to enter the Premises on the Effective Date (the "Early Occupancy Date" of January 2, 2015) for the purpose of construction of the Tenant Improvements.

3.5 Early Access. Commencing as of the Effective Date, Landlord shall give access and entry to the Premises to Tenant and its contractors solely for the purpose of planning and design of Tenant's Work and to install Tenant's fixtures and equipment in the Premises in preparation of Tenant's

operation of the Business Center. Tenant shall provide to Landlord reasonable prior notice for any intended access to the Premises or the Business Center, and ensure that no such access by it or any of its contractors unreasonably interferes with Landlord's performance of Landlord's Work or the use and enjoyment of any part of the Business Center by any existing tenant of the Business Center or their licensees.

ARTICLE 4 RENT.

4.1 Base Rent. Commencing on the Rent Commencement Date and continuing throughout the Term, Tenant shall pay to Landlord, as part of the Rent due from Tenant under this Lease, the annual base rent for the Premises ("**Base Rent**") as follows: $1.45 triple net subject to increases in accordance with Section 4.2 below and to reconciliation in accordance with Section 4.6 below. The Base Rent shall be paid to Landlord by Tenant in monthly installments in advance, on the first day of each calendar month throughout the Term.

Calculation of Rent. Starting with the second (2^{nd}) Lease Year, the lease Rate applicable to each Lease Year shall increase by three percent (3%).

4.2 Base Rent during Option Periods. The Base Rent for each Option Period shall be equal to One Hundred Percent (95%) of the then fair market value (the "Fair Market Rent") of the Premises as of the commencement of the applicable Option Period, based upon the rental rate of comparable Class A office buildings in the Richmond, California market. The procedure for determining the Fair Market Rent for the Premises at the commencement of each Option Period shall be as follows: Landlord shall determine the Fair Market Rent using its good faith judgment. Landlord shall provide written notice of such amount within fifteen (15) days (but in no event later than twenty(20) days) after Tenant provides the notice to Landlord exercising Tenant's option rights which require a calculation of the Fair Market Rent. Tenant shall have (30) days ("Tenant's Review Period") after receipt of Landlord's notice of the new rental within which to accept such rental in writing. In the event Tenant fails to accept the new rental proposed by Landlord, Landlord and Tenant shall attempt to agree upon such Fair Market Rent, using their best good faith efforts. If Landlord and Tenant fail to reach agreement within fifteen (15) days following Tenant's Review Period ("Outside Agreement Date"), then each party shall place in a separate sealed envelope their final proposal as to Fair Market Rent and such determination shall be submitted to arbitration in accordance with subsections (i) through (v) below. Failure of Tenant to so elect in writing within Tenant's Review Period shall conclusively be deemed its disapproval of the Fair Market Rent determined by Landlord.

i. Landlord and Tenant shall meet with each other within five (5) business days of the Outside Agreement Date and exchange the sealed envelopes and then open such envelopes in each other's presence. If Landlord and Tenant do not mutually agree upon the Fair Market Rent within one (1) business day of the exchange and opening of envelopes, then, within ten (10) business days of the exchange and opening of the envelopes Landlord and Tenant shall agree upon and jointly appoint a single arbitrator who shall by profession be a real estate lawyer or broker who shall have been active over the five (5) year period ending on the date of such appointment in the leasing of comparable commercial properties in the vicinity of the Premises. Neither Landlord nor Tenant shall consult with such broker or lawyer directly or indirectly as to his or her opinion as to Fair Market Rent prior to the appointment. The determination of the arbitrator shall be limited solely to the issue of whether Landlord's or Tenant's submitted Fair Market Rent for the Premises is the closer to the actual Fair Market Rent for the Premises as determined by the arbitrator. Such arbitrator may hold such hearings and require such briefs as the arbitrator, in his or her sole discretion, determines is necessary. In addition, Landlord or Tenant may submit to the arbitrator with to the other party within five (5) business days after the

appointment of the arbitrator any market data and additional information that such party deems relevant to the determination of Fair Market Rent ("FMR Data") and the other party may submit a reply in writing within five (5) business days after receipt of such FMR Data.

ii. The arbitrator shall, within thirty (30) days of his or her appointment, reach a decision as to whether the parties shall use Landlord's or Tenant's submitted Fair Market Rent, and shall notify Landlord and Tenant of such determination.

iii. The decision of the arbitrator shall be binding upon Landlord and Tenant.

iv. If Landlord and Tenant fail to agree upon and appoint an arbitrator, then the appointment of the arbitrator shall be made by the Presiding Judge of the Superior Court, or, if he or she refuses to act, by any judge having jurisdiction over the parties.

v. The cost of arbitration shall be paid by Landlord and Tenant equally.

4.2 Operating Expenses. As set forth in Section 17.5, Tenant shall pay monthly to Landlord sums based on Landlord's reasonable estimate of Tenant's share of Operating Expenses. Tenant's share of Operating Expenses for any period less than a calendar month shall be a pro rata portion of the monthly installment based on a thirty (30) day month; provided that if this Lease terminates due to Tenant's default, Tenant shall not be relieved of the obligation to pay future accruing Operating Expenses, and the provisions of Article 22 (relating to defaults) shall control.

4.3 Late Charge. Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord by the terms of any ground lease, mortgage or trust deed covering the Premises. Accordingly, if any installment of Rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within five (5) days after such amount shall be due, Tenant shall pay to Landlord a late charge equal to the percentage stated in Section 1.14 of such amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for two (2) installments of Base Rent or Tenant's share of Operating Expenses in any one calendar year, then the Base Rent and Tenant's share of Operating Expenses shall, at Landlord's election by written notice to Tenant, become due and payable quarterly in advance, rather than monthly, notwithstanding any other provision of this Lease to the contrary. If any Base Rent or other sum due from Tenant remains delinquent for a period in excess of thirty (30) days then, in addition to such late charge, Tenant shall pay to Landlord interest on any rent that is not paid when due at the Stipulated Rate (defined in Section 24.17) from the date such amount became due until paid. Acceptance by Landlord of such late charge shall not constitute a waiver of Tenant's default with respect to such overdue amount nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. In no event shall this provision for a late charge be deemed to grant to Tenant a grace period or extension of time within which to pay any amount due under this Lease.

4.4 General Rent Provisions. Tenant's share of Operating Expenses, and other charges, costs and expenses and other sums which Tenant is required to pay hereunder (together with all interest and charges that may accrue thereon in the event of Tenant's failure to pay the same, but not

including Base Rent), and all damages, costs and expenses which Landlord may incur by reason of any default by Tenant shall be deemed to be additional rent hereunder ("**Additional Rent**"). All Additional Rent shall accrue commencing on the Rent Commencement Date. If Tenant fails to pay any Additional Rent when due, Landlord shall have all the rights and remedies with respect thereto as Landlord has for the nonpayment of Base Rent. The term "**Rent**" as used in this Lease shall mean all Base Rent and Additional Rent. All Rent due under this Lease shall be paid to Landlord, without deduction or offset, and except as otherwise provided in this Lease without prior notice or demand, in lawful money of the United States of America, to the Landlord at 1387 Marina Way South, Suite 200, Richmond, CA 94804 or to such other person or to such other place as Landlord may, from time to time, designate in writing. Tenant hereby acknowledges that Landlord may not and is not obligated to send monthly statements and invoices as a condition to Tenant paying any Base Rent or other sums due under this Lease, except as otherwise expressly provided in this Lease. No payment by Tenant or receipt by Landlord of a lesser amount of Base Rent or any other sum due hereunder, shall be deemed to be other than on account of the earliest due Base Rent or sum, nor shall any endorsement or statement on any check or any letter accompanying any such check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Base Rent or other sum or pursue any other remedy available in this Lease, at law or in equity. Landlord may accept any partial payment from Tenant without invalidation of any contractual notice required to be given herein (to the extent such contractual notice is required) and without invalidation of any notice required to be given pursuant to California Code of Civil Procedure Section 1161, et seq., or of any successor statute thereto. If any check from Tenant to Landlord is dishonored or returned for insufficient funds, then Landlord may require that for one (1) year thereafter all payments made by Tenant to Landlord shall be by money order, cashier's check or wire transfer of funds as designated by Landlord. The Tenant being a school, can apply directly to the County Assessor's Office for a refund on property taxes paid on the property on the portion the school occupies, it is understood the Richmond RDA CFD 98-1 doesn't qualify for a refund under the tax refund rules. The County will pay the refund directly to the school. The claim form asks for a description of the school and the property. A copy of the lease must also be attached. In addition, the County may ask for a copy of the charter. The claim form must be submitted to the County Assessor's Office each year by February 15th and is for the following fiscal year. For example, the form due February 15, 2016 is for the 2014-15 fiscal year.

4.5 Estimated Installments: Doesn't apply.

4.6 Statements. Tenant shall, within sixty (60) days after the completion of each Lease Year, send to Landlord an accounting of the actual Base Rent (hereinafter referred to as the "**Annual Base Rent Reconciliation**") which shows a breakdown of the actual number of companies enrolled at the Business Center by month. Immediately upon determination of the actual Base Rent and by not later than thirty (30) days after the date the Annual Base Rent Reconciliation is sent to Landlord, Tenant shall pay Landlord an amount equal to the difference between the actual Base Rent and the estimated amount paid by Tenant, per Section 18.3; Excess Rent and Excess Payments. Subject to the Minimum Base Rent provision, in the event the estimated amount paid by Tenant exceeds the actual Base Rent due to Landlord under this Lease, the difference will be applied as a credit toward Additional Rent next due and payable, if any, or refunded to Tenant if it is for the last year of the term of this Lease. In no case shall Tenant be required to pay interest on any underpayment made pursuant to this plan for reconciliation.

ARTICLE 5 SECURITY DEPOSIT. $100,000.00.

ARTICLE 6 TAXES.

6.1 Personal Property Taxes. Tenant shall pay before delinquency all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation, as well as upon all trade fixtures, leasehold improvements (including any leasehold improvements installed by or on behalf of Landlord as a part of the Landlord's Work (if any) described in Exhibit B attached hereto at Tenant's direction to the extent the cost is in excess of those normally provided at Landlord's cost for similar premises), merchandise and other personal property in, on, or upon the Premises, regardless of whether such trade fixtures, leasehold improvements, merchandise and other personal property is placed in, on, or upon the Premises at the commencement or during the Term of this Lease. On demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of these payments. Landlord's reasonable determination of Tenant's share of taxes for such property which is not separately assessed shall be binding on Tenant. Tenant shall pay such sum to Landlord within ten (10) days after receipt of a bill therefor, such billing to be accompanied by reasonable supporting data showing the method of calculation of Tenant's share thereof. Tenant shall comply with the provisions of any Laws of the taxing authorities which require Tenant to file a report of Tenant's property located in the Premises.

6.2 Real Property Taxes. In addition to all other sums due under this Lease, Tenant shall pay to Landlord Tenant's share of Real Property Taxes (as hereinafter defined and computed).

A. Definition of Real Property Taxes. As used in this Lease, "**Real Property Taxes**" shall mean any form of real estate tax or assessment, general, special, ordinary or extraordinary, and any license, fee, commercial rental tax, business tax, improvement bond or bonds, parking surcharges, environmental surcharges, levy or tax (other than personal income, estate or franchise taxes of Landlord), imposed on the Premises, the Business Center or the leasehold improvements installed within the buildings of the Business Center by any authority having direct or indirect power to tax, including any city, state, or federal government, or any school, agricultural, sanitary, fire, street drainage, or other improvement district thereof, or against any legal or equitable interest of Landlord in the Premises or in the Business Center or in the real property of which the Premises and the Business Center are a part, including, without limitation, a so called value added tax. The term "**Real Property Taxes**" shall also include any tax, fee, levy, assessment, or charge (i) in partial or total substitution for any tax, fee, levy, assessment, or charge (or any increase therein) hereinabove included within the definition of "**Real Property Taxes**," or (ii) the nature of which was hereinbefore included within the definition of "**Real Property Taxes**," or (iii) which is imposed for a service or right not charged prior to issuance of a certificate of occupancy or similar governmental authorization for the Premises, or if previously charged, has been subsequently increased or (iv) which is imposed as a result of a transfer, either partial or total, of Landlord's interest in the Premises or the Business Center or which is added to a tax or charge hereinbefore included within the definition of Real Property Taxes by reason of such transfer, or (v) which is imposed by reason of this transaction, any modifications or changes hereto or any transfer hereof, or (vi) which is imposed on rents, the square footage of the Premises or the Business Center, or the act of entering into the Lease. With respect to any assessment which under the Laws then in force may be evidenced by improvement or other bond, and may be paid in annual installments, only the amount of such annual installment (with appropriate proration for any partial year) and statutory interest thereon shall be included within the computation of the Real Property Taxes. "**Real Property Taxes**" shall also include the cost to Landlord of contesting the amount or validity of the aforementioned Real Property Taxes. Landlord may contest the amount or validity of any Real Property Taxes, and if Landlord receives a refund thereof following such contest, such refund shall be attributable to the year in which it was included in Real Property Taxes hereunder and Landlord shall promptly credit to Tenant the Tenant's share of such refund after deducting any expenses incurred in connection with obtaining the refund or shall pay such sum to Tenant if received by Landlord after Lease Termination. It is the

intention of Landlord and Tenant that the Rent received by Landlord be net of any Real Property Taxes of any sort to be paid by Landlord, subject to the exclusions stated in this Section 6.2(A). If it shall not be lawful for Tenant to reimburse Landlord for any of the Real Property Taxes covered by this Article, the Base Rent payable to Lessor under this Lease shall be increased by the amount of the portion allocable to Tenant so as to net to Lessor the amount which would have been receivable by Landlord if such Real Property Taxes had not been imposed.

B. Tenant's Share. Tenant's share of Real Property Taxes shall be reasonably determined and calculated by Landlord, based on information (if any) available from the tax assessor as to the allocation of total assessed value to each component part of the Business Center. To the extent separate assessments or availability of information from the tax assessor permits such a calculation, it is agreed that (i) Tenant's share of the Real Property Taxes for the improvements to the Common Areas (defined in Section 17.1) and for the land underlying the Business Center shall be based on the ratio which the leasable area of the Premises bears to all of the leasable area constructed in the Business Center which is owned by Landlord, whether or not open for business, excepting separately assessed parcels for which Real Property Taxes are paid by tenants located thereon; and (ii) Tenant's share of the Real Property Taxes for the buildings located in the Business Center shall be based on the ratio which the leasable area of the Premises bears to the leasable area of the buildings constructed on the tax assessor's parcel(s) on which the Premises are located, excepting separately assessed parcels for which Real Property Taxes are paid by tenants located thereon. If separate assessments or sufficient information from the tax assessor are not available in Landlord's reasonable opinion, it is agreed that Tenant's share of Real Property Taxes shall be based on the ratio which the leasable area in the Premises bears to the total leasable area owned by Landlord in the Business Center, whether or not actually occupied or open for business. Tenant's share of such Real Property Taxes shall be paid in accordance with Section 17.5.

ARTICLE 7 USE.

7.1 Use of the Premises and Trade Name. Tenant shall use the Premises solely for the purposes specified in Section 1.13 and for no other purpose whatsoever.

7.2 Landlord's Representations. Landlord agrees that, as of the Commencement Date, the Premises shall be structurally sound and all electrical, plumbing, HVAC, lighting, fire protection, mechanical and similar building service systems serving the Premises shall on the Commencement Date be in good working order and condition.

7.3 Suitability. Tenant acknowledges that neither Landlord nor any of the Landlord Related Parties (defined in Section 7.6) has made any representation or warranty with respect to the present or future condition of the Premises or Business Center or with respect to the suitability of the Premises or the Business Center for the conduct of Tenant's business, nor has Landlord agreed to undertake any modification, alteration or improvement to the Premises or Business Center except as expressly provided in this Lease. Prior to accepting possession of the Premises, Tenant shall be solely responsible for independently inspecting the Premises and taking all steps necessary to discover any and all defects and to confirm that the Premises are in good order, condition, and repair, that the Premises are suitable for Tenant's intended use. Notwithstanding any contrary provision of this Lease, Tenant acknowledges and agrees that upon Tenant's acceptance of possession of the Premises on the Commencement Date and from and after such acceptance, Tenant shall be solely responsible for ensuring that the Premises and its operation complies with all Code Requirements during the Term and Landlord shall have no obligation in connection therewith except to reasonably cooperate with Tenant (at Tenant's sole cost and expense) in Tenant's efforts when compliance requires approval or other acts by the owner of the Premises.

7.4 Uses Prohibited.

A. Tenant shall keep the Premises and every part thereof in a clean and wholesome condition, free of any objectionable noises, odors or nuisances; all health and police regulations shall in all respects and at all times be fully complied with by Tenant.

B. Use of the roof of the buildings in the Business Center is reserved to Landlord. Tenant shall not do anything on the Premises that will cause damage to the building of which the Premises is a part ("**Building**"); the Premises shall not be overloaded; and no machinery, apparatus, or other appliance shall be used or operated in or on the Premises that will in any manner injure, vibrate, or shake the Premises or the premises of an adjacent tenant.

C. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Business Center, or injure or annoy them or use or allow the Premises to be used for any unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises.

D. Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way violate any law, statute, ordinance or governmental rule or regulation or requirement of duly constituted public authorities now in force or which may hereafter be enacted or promulgated (collectively, "**Laws**"). Tenant shall at its sole cost and expense determine whether it is in compliance with Laws, shall obtain all necessary governmental approvals and permits and shall promptly comply with all Laws and with the requirements of any board of fire underwriters or other similar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not relating to or affecting the condition, use or occupancy of the Premises or not related to or required because of Tenant's improvements or acts. Tenant's obligations pursuant to this Section 7.4(D) shall include, without limitation, maintaining and restoring the Premises and making structural and nonstructural alterations and additions to the Premises, Building and Common Areas in compliance and conformity with all Laws and recorded documents to the extent required because of Tenant's particular use of the Premises or any work or Alteration made by or on behalf of Tenant or Tenant's Agents (defined in Section 7.6) during the Term. The foregoing shall include, without limitation, compliance with and improvements required by the Americans With Disabilities Act or any similar Laws, as they may be amended from time to time. Landlord's approval of any Alterations or other act by Tenant shall not be deemed to be a representation by Landlord that said Alterations or act complies with applicable Laws, and Tenant shall remain solely responsible for said compliance. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any Laws, shall be conclusive of the fact of a violation of Laws as between Landlord and Tenant.

7.5 Covenants to Open and Operate. Tenant shall at all times keep and maintain within and upon the Premises an adequate stock of fixtures, equipment, and supplies to meet the usual and ordinary demands and requirements of operating a high quality business center and shall keep its Premises in a neat, clean and orderly condition.

7.6 Hazardous Materials. Tenant shall not cause any Hazardous Materials (as hereinafter defined) to be used, generated, stored or disposed of, on, under or about, or transported to or from, the Business Center without first receiving Landlord's written consent, which may be withheld for any reason whatsoever and which may be revoked at any time. Subject to the prior sentence, all Hazardous Materials shall be used, generated, stored and disposed of only in compliance (which shall be at Tenant's sole cost and expense) with all applicable Laws and using all necessary and appropriate

precautions to prevent any unlawful release into the environment. Landlord shall not be liable to Tenant for any Hazardous Materials activities by Tenant or by Tenant's employees, agents, affiliates, contractors, subtenants, licensees, concessionaires, customers or invitees (collectively, "**Tenant's Agents**"), regardless of whether or not Landlord has approved Tenant's Hazardous Materials activities. Tenant agrees, at Landlord's option, to indemnify, defend with counsel reasonably acceptable to Landlord and hold Landlord, and Landlord's members, shareholders, partners, directors, officers, employees, affiliates, agents, successors and assigns (collectively, the "**Landlord Related Parties**") and the Business Center harmless from and against any, all and every demand, claim, damage, judgment, liability, obligation, penalty, fine, action, loss, cost and expense including without limitation reasonable attorneys' fees (collectively, "**Claims and Liabilities**") arising or alleged to have arisen in connection with the use, generation, storage or disposal of any Hazardous Materials by Tenant or Tenant's Agents on or about the Business Center, including without limitation Claims and Liabilities relating to damages, injury to person or property (including without limitation the property of Landlord), or death of any person, made by any person or entity, whether or not employed by or related to Landlord or the Landlord Related Parties. As used in this Lease, "**Hazardous Materials**" shall mean any and all substances, materials or wastes (whether liquid, solid or gaseous or in any other form), which are a pollutant or contaminant, or which are hazardous, toxic, ignitable, reactive, corrosive, dangerous, harmful or injurious, or which present a risk to public health or the environment, or which are or may become regulated by or under the authority of any Environmental Laws, including, without limitation, asbestos or asbestos containing materials, petroleum products, pesticides, polychlorinated biphenyls, flammable explosives, radioactive materials and urea formaldehyde. As used in this Lease, "**Environmental Laws**" shall mean any present or future Laws relating to the environment or any Hazardous Materials, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq., and applicable provisions of the California Health and Safety Code and the California Water Code, all as heretofore or hereafter may be amended from time to time. Tenant's obligations set forth in this Section 7.6 shall survive Lease Termination.

7.7 Landlord's Representations Regarding Environmental Requirements. Landlord represents that, to Landlord's actual current knowledge the Business Center complies with all Environmental Requirements.

ARTICLE 8 UTILITIES.

8.1 Availability. Landlord agrees that it will cause to be made available to Tenant upon the Premises, to the extent set forth in Exhibit B, facilities for the delivery to and distribution within the Premises of water, gas, electricity, telephones and for the removal of sewage. Tenant agrees to use such utilities with respect to the Premises. Tenant agrees to place in its name PG&E meter #1009540122 for address 1450

8.2 Payment. From the date that Landlord's Work has been Substantially Completed as defined in Article 3 hereof, and thereafter throughout the Term, Tenant shall pay prior to delinquency for all water, gas, electricity, telephone, sewage, janitorial service, and all other materials and utilities supplied to the Premises. If any such services are not separately metered to the Premises, Tenant shall pay a reasonable portion of all utility charges which are jointly metered, the determination of Tenant's portion to be made by Landlord, and payment of which shall be made by Tenant in accordance with the provisions of Section 17.5 hereof as Additional Rent.

8.3 Garbage Collection. Tenant shall store all trash and garbage within the areas (if any) established by Landlord for such purposes or within the Premises in good quality containers so located as not to be visible to Tenant's customers and other invitees to the Business Center and so as not

to create or permit any health or fire hazard, and arrange for the prompt and regular removal thereof. Tenant shall not allow refuse, garbage, or trash to accumulate outside the Premises, except on the date of scheduled pickup service, and then only in areas designated for such purpose by Landlord. Notwithstanding the foregoing, Landlord shall have the election to provide a garbage and refuse area in the Business Center (including the pickup service) in which Tenant, and all or part of the other tenants in the Business Center, shall deposit its garbage and trash. Tenant shall pay to Landlord in accordance with the provisions of Section 17.5 hereof, its proportionate share (as reasonably determined by Landlord) of the costs incurred by Landlord in constructing and maintaining such area and in providing the pickup service. Landlord can elect at any time after providing such area and service to discontinue the use of such area and service.

8.4 Interruption in Service. Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility service furnished to the Premises, and no such failure or interruption shall entitle Tenant to terminate this Lease or to abate or withhold the payment of Rent or other charges hereunder.

ARTICLE 9 REPAIRS AND MAINTENANCE.

9.1 Duties. Tenant shall at all times, from and after the Commencement Date, and at its own cost and expense, repair, replace and maintain in good and tenantable condition the Premises and every part thereof (except as specifically provided to the contrary in this Section 9.1 and in Articles 15 and 16 hereof), including, without limitation, interior and exterior, the utility meters, pipes and conduits, all nonstructural portions of the Premises, all fixtures, plumbing, electrical equipment, and other equipment therein, the store front(s), all Tenant's signs, locks and closing devices, and all window sashes, casements or frames, doors and door frames, floor coverings, including carpeting, terrazzo or other special flooring, and all such items of repair, maintenance, alteration and improvement or reconstruction as may be at any time or from time to time required by a governmental agency having jurisdiction thereof. All glass, both exterior and interior, is at the sole risk of Tenant, and any glass broken or vandalized shall be promptly replaced by Tenant with glass of the same kind, size and quality. At least every five (5) years during the Term, Tenant shall renew and refurbish the Premises, which work shall include, but not be limited to, the repainting of the Premises, the repair and restoration of any floor coverings to their original condition, the repair or replacement of broken light fixtures and plumbing fixtures and the replacement of any broken or stained ceiling tiles. Except as provided in Articles 15 and 16 to the contrary, and subject to reasonable wear and tear and Tenant's duties to reimburse Landlord for its pro rata share of the cost thereof as contained in Article 17, Landlord shall maintain and repair the roof and structural portions of the Premises, except for damages caused by any act or omission of Tenant or Tenant's Agents for which the entire cost repair shall be reimbursed by Tenant to Landlord not later than ten (10) days after Landlord's request for payment. Landlord shall have no obligation to repair until a reasonable time after receipt by Landlord of written notice of the need for such repairs. It is understood and agreed that Landlord shall be under no obligation to make any repairs, alterations, renewals, replacements or improvements to and upon the Premises or the mechanical equipment exclusively serving the Premises at any time except as expressly provided in this Lease. Tenant waives all statutory rights to make repairs by or at the expense of Landlord. Landlord shall be responsible for performing scheduled preventive maintenance of the heating, ventilating and air conditioning equipment (the "HVAC") serving the Premises, at Tenant's sole cost. Landlord may include the costs of HVAC maintenance for the Premises and Business Center (referred to in this Article as "HVAC Preventative Maintenance") in Operating Costs in which case Tenant shall pay Landlord a share of such costs as reasonably determined by Landlord. Tenant shall perform all other repair, replacement and maintenance of the HVAC serving the Premises. The determination of what is and what is not HVAC Preventative Maintenance shall be made by Landlord in Landlord's sole and absolute discretion.

9.2 Tenant's Failure to Maintain. If Tenant fails to perform its obligations under Section 9.1, Landlord may give Tenant notice to do such acts as are reasonably required to maintain the Premises in such manner. If Tenant fails promptly to commence such work and diligently prosecute it to completion, then Landlord shall have the right, but not the obligation, to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended by Landlord shall be paid by Tenant within ten (10) days after demand. Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Premises by Tenant as a result of Landlord performing any such work.

9.3 Condition Upon Expiration of Term. Subject to this Section 9.3 and to Article 10 below, at Lease Termination, Tenant shall surrender the Premises in the same condition as received, ordinary wear and tear excepted, and shall promptly remove or cause to be removed at Tenant's expense from the Premises and the Business Center any signs, notices and displays placed by Tenant or Tenant's Agents. On or before Lease Termination, Tenant shall remove all its personal property and trade fixtures from the Premises. All property and trade fixtures not so removed shall be deemed to have been abandoned by Tenant. Notwithstanding this Section 9.3 above, Tenant shall ascertain from Landlord at least ninety (90) days before Lease Termination whether Landlord desires to have any Alterations (as defined in Section 10 below) remain in the Premises and surrendered to Landlord at Lease Termination. If Landlord shall desire that any Alterations not be removed as of Lease Termination, such Alterations shall be left in place by Tenant and shall be surrendered to Landlord at Lease Termination as part of the Premises, without cost to Landlord. Tenant agrees to repair any damage to the Premises or the Business Center caused by or in connection with the removal of any articles of personal property, business or trade fixtures, machinery, equipment, cabinetwork, signs, furniture, movable partitions, Alterations or other items which Landlord allows or requires Tenant to remove, including, without limitation thereto, repairing the floor and patching and/or painting the walls where required by Landlord to Landlord's reasonable satisfaction, all at Tenant's sole cost and expense. Such repair and restoration shall also include causing the Premises to be brought into compliance with all applicable building codes and laws in effect at the time of the removal, repair and restoration to the extent such compliance is necessitated by the removal, repair and restoration work.

ARTICLE 10 ALTERATIONS.

10.1 Alterations. As used in this Lease, "**Alterations**" shall mean any and all alterations, additions or changes to the Premises or any other portion of the Business Center made by or at the direction of Tenant or Tenant's Agents. Tenant shall not make, or suffer to be made, any Alterations without obtaining Landlord's prior written consent and delivering to Landlord the proposed architectural and structural plans for all such Alterations at least fifteen (15) days prior to the start of construction. After obtaining Landlord's consent, Tenant shall not proceed to make such Alterations until Tenant has obtained all required governmental approvals and permits. Tenant agrees to provide Landlord (i) not less than twenty (20) days prior written notice of the anticipated and actual start-date of the work, and (ii) a complete set of half-size (15" X 21") vellum as-built drawings promptly following completion of work. All Alterations shall be constructed by a licensed general contractor in compliance with all applicable Laws including, without limitation, all building codes, Sustainability Requirements and the Americans with Disabilities Act of 1990 as amended from time to time. All Alterations shall be maintained, replaced or repaired by Tenant at its sole cost and expense. In no event shall Landlord's approval of, or consent to, any contractor, architect, engineer, consultant, Alterations, or any plans, specifications and drawings for any Alterations constitute a representation or warranty by Landlord of (i) the accuracy or completeness of the plans, specifications, drawings and Alterations or the absence of design defects or construction flaws therein, or the qualification of any person or entity, or (ii) compliance with applicable Laws, and Tenant agrees that Landlord shall incur no liability by reason of such approval or consent. Without limiting the generality of the foregoing, no Alterations shall be made to any store front, the exterior walls or roof of

the Premises, or any other exterior areas of the Business Center, nor shall Tenant erect any mezzanine or increase the size of the same, if one be initially constructed, unless and until the written consent and approval of Landlord shall have first been obtained, which approval may be withheld in Landlord's sole and absolute discretion. Tenant shall not install any exterior lighting or plumbing fixtures, shades, or awning, or make any exterior decoration or painting, or build any fences, or install any radio or television antennae, loud speakers, sound amplifiers or similar devices on the roof or exterior walls of the Premises, without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion. As a condition to giving consent to any Alterations, Landlord may require, among other conditions, that (a) Tenant agree to remove any such Alterations at Lease Termination and to restore the Premises to their prior condition, and/or (b) Tenant provide Landlord, at Tenant's sole cost and expenses, a lien and completion bond in an amount equal to one and one half times the estimated cost of such improvements, to insure Landlord against any liability for mechanics' and materialmen's liens and to insure completion of the work. Tenant's contractor shall maintain all insurance reasonably required by Landlord, including commercial general liability, workmen's compensation, builder's risk and course of construction insurance, in amounts required by Landlord, evidence of which shall be provided to Landlord prior to commencement of work. In no event shall Tenant make or cause to be made any penetration through the roof of the Building without the prior written approval of Landlord, which Landlord may withhold in its sole and absolute discretion. Tenant shall be directly responsible for any and all damages incurred by Landlord or the Business Center resulting from any violation of the provisions of this Section 10.1. All Alterations which require the approval of Landlord shall be under the supervision of a competent architect or competent licensed structural engineer hired by Tenant at Tenant's cost and made in accordance with plans and specifications with respect thereto, approved in writing by Landlord before the commencement of work. Landlord and Tenant hereby acknowledge and agree that Landlord may charge a reasonable fee for reviewing, or for employing someone to review any plans and specifications. All work with respect to any Alterations must be done in a good and workmanlike manner by a licensed contractor approved by Landlord, and such work shall diligently prosecuted to completion to the end that the Premises shall at all times be a complete unit except during the period of work. Upon completion of such work, Tenant shall timely file a Notice of Completion as permitted by law in the office of the County Recorder where the Business Center is located and shall deliver to Landlord a certificate of occupancy or other governmental approvals of the work which allow Tenant's occupancy of the Premises and conduct of business therefrom. Any Alterations shall be performed and done strictly in accordance with all Laws relating thereto. In performing the work of any such Alterations, Tenant shall have the work performed in such a manner as not to obstruct the access to the premises of any other tenant in the Business Center. Upon termination of Tenant's leasehold estate, such Alterations shall not be removed by Tenant but shall become a part of the Premises, unless required by Landlord to be removed pursuant to the provisions of this Lease. Tenant shall give to Landlord at least fifteen (15) business days' prior written notice of the expected date of commencement of any work relating to Alterations.

ARTICLE 11 ENTRY BY LANDLORD.

Landlord and its agents, employees, and other representatives may enter the Premises at all reasonable times upon prior written notice (except in case of emergency, where no prior notice shall be required), without any Rent abatement or reduction or any liability to Tenant for any loss of occupation or quiet enjoyment of the Premises, for the following purposes: (i) inspecting and maintaining the Premises; (ii) making repairs, alterations or additions to the Premises; (iii) erecting additional building(s) and improvements on the land where the Premises are situated or on adjacent land owned by Landlord; (iv) performing any obligations of Landlord under the Lease, (v) posting and keeping posted thereon notices of non-responsibility for any construction, alteration or repair thereof, as required or permitted by any Laws, (vi) placing "For Sale" signs, and showing the Premises to Landlord's existing or potential successors, purchasers and lenders, and (vii) during the final one hundred eighty (180) days of the Term

(or at any time after vacation of the Premises by Tenant or while Tenant is in default under this Lease), to exhibit the Premises for lease and display thereon, in such manner as not to interfere unreasonably with ingress and egress to the Premises, "For Lease" signs, and such signs shall remain unmolested by Tenant upon the Premises. Tenant hereby grants to Landlord such licenses or easements in and over the Premises or any portion thereof as shall be reasonably required for the installation or maintenance of mains, conduits, pipes or other facilities to serve the Business Center or any part thereof, including, but not limited to, the premises of any occupant; provided, however, that Landlord shall pay for any alteration required on the Premises as a result of any such exercise, occupancy under or enjoyment of any such license or easement. Landlord and its agents, employees, contractors and other representatives shall have free access to the Premises during all reasonable hours to inspect the Premises and to examine the same to ascertain if they are in good repair, and to make reasonable repairs which Landlord may elect to make hereunder. Tenant further covenants and agrees that Landlord may go upon the Premises and make any necessary repairs to the Premises and perform any work thereon (a) which may be necessary to comply with any Laws or any requirements of Landlord's insurers, or (b) which Landlord may deem necessary to prevent waste or deterioration in connection with the Premises if Tenant does not make or cause such repairs to be made or performed or cause such work to be performed promptly after receipt of written demand from Landlord, or (c) which Landlord may deem necessary to perform construction work incidental to any portion of the Business Center adjacent to, above, or below the Premises. Nothing herein contained shall imply any duty on the part of Landlord to do any such work which under any provision of this Lease Tenant may be required to do, nor shall it constitute a waiver of Tenant's default in failing to do the same. No exercise by Landlord of any rights herein reserved shall entitle Tenant to any damage for any injury or inconvenience occasioned thereby nor to any abatement of Rent.

ARTICLE 12 LIENS.

Tenant shall keep the Premises and Business Center free from any and all liens and encumbrances arising out of work performed, materials furnished or obligations incurred by Tenant or Tenant's Agents, and shall indemnify, hold harmless and defend Landlord (with counsel reasonably acceptable to Landlord) from all Claims and Liabilities relating to any such liens and encumbrances. If Tenant does not, within ten (10) days following the imposition of any such lien or encumbrance, cause such lien or encumbrance to be released of record by payment or posting of a proper bond, Landlord shall have, in addition to all other remedies provided herein and by applicable Laws, the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien or encumbrance. All such sums paid or incurred by Landlord and all expenses incurred by it in connection therewith, including attorneys' fees and costs, shall be payable to Landlord by Tenant on demand. Landlord shall have the right at all times to post and keep posted on the Premises any notices permitted or required by applicable Laws, or which Landlord shall deem proper, for the protection of Landlord and the Business Center, and any other party having an interest therein, from mechanics' and materialmen's liens.

ARTICLE 13 INDEMNITY; EXEMPTION OF LANDLORD FROM LIABILITY.

13.1 Indemnity. Tenant shall indemnify, defend with counsel reasonably acceptable to Landlord and hold Landlord and the Landlord Related Parties harmless from and against any and all Claims and Liabilities (i) relating to any injury or damage to any person or property arising from use of the Premises by Tenant or Tenant's Agents, (ii) arising from the conduct of Tenant's or Tenant's Agents' business, or from any activity, work or thing done, permitted or suffered by Tenant or Tenant's Agents in or about the Premises or elsewhere in the Business Center, (iii) arising from any breach or default in the performance of any obligation on Tenant's part to be performed under this Lease, (iv) arising from any active or passive negligence or intentional acts of Tenant or Tenant's Agents, or (v) arising in connection with the operation of the Business Center, including, without limitation, any requirements (including

failure to satisfy or comply with any requirements) for the Business Center. In no event shall Tenant be liable to Landlord or the Landlord Related Parties for damage or injury occasioned by the negligence of Landlord and or the Landlord Related Parties, except to the extent covered or required to be covered by insurance Tenant is required to provide. If any action or proceeding is brought against Landlord or any Landlord Related Party by reason of any such Claims or Liabilities, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. This obligation to indemnify, defend and hold harmless shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made or may be made. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises arising from any cause and Tenant hereby waives all claims in respect thereof against Landlord, except in connection with property damage or personal injury resulting from the gross negligence or willful misconduct of Landlord or a Landlord Related Party.

13.2 Exemption of Landlord from Liability. Neither Landlord nor any Landlord Related party shall be liable for damage which may be sustained by the persons, goods, wares, merchandise or property of Tenant, its employees, invitees, customers, agents or contractors or any other person in or about the Premises caused by or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction, or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures of the same, whether said damage or injury results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant, except in connection with damage or injury resulting from the gross negligence or willful misconduct of Landlord to the extent not covered or required to be covered by insurance of Tenant under this Lease. Neither Landlord nor any Landlord Related Party shall be liable to Tenant for any damages arising from any act or neglect of any other tenant of the Business Center or from Landlord's failure to enforce the provisions of any other lease of any portion of the Business Center. Neither Landlord nor any Landlord Related Party shall be liable for injury to Tenant's business or loss of income therefrom from any cause.

ARTICLE 14 INSURANCE.

14.1 Tenant's Policies of Insurance. From and after Tenant's first entry into the Premises (which shall include any time during which Tenant installs fixtures and equipment prior to the delivery of possession of the Premises) or the Commencement Date, whichever is earlier, Tenant shall carry and maintain throughout the Term at its sole cost and expense, the types of insurance in the amounts and forms specified in this Section 14.1.

A. Public Liability and Property Damage. Tenant shall obtain and maintain commercial general liability insurance with coverage limits of not less than Two Million and No/100ths Dollars ($2,000,000.00) combined each occurrence and in the aggregate insuring against any and all liability of the insured with respect to the Premises or arising out of the maintenance, use or occupancy thereof. All such insurance shall specifically insure performance by Tenant of the indemnity, defense and hold harmless agreement set forth in Article 13 as to the liability for injury to or death of persons and damage to property. Such policy shall name Landlord and Landlord's lender as additional insureds thereunder.

B. Tenant Improvements. Tenant shall obtain and maintain insurance covering all of the items described as the Tenant's Work in Exhibit B, heating, ventilation and air conditioning equipment and damage resulting therefrom and thereto, Tenant's leasehold improvements, alterations, additions or improvements permitted under Article 10, trade fixtures,

merchandise and personal property from time to time in, on or upon the Premises, in an amount not less than the full replacement cost from time to time during the term of this Lease, providing protection against any peril included within the classification of "**special form**" coverage. Tenant agrees to carry such insurance, it being expressly understood and agreed that none of the items to be insured by Tenant hereunder shall be insured by Landlord, nor shall Landlord be required to reinstall, reconstruct or repair any of such items. Any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed unless this Lease shall cease and terminate under the provisions of Article 15 hereof.

C. Business Interruption. Tenant shall obtain and maintain business interruption insurance in such amounts as will reimburse Tenant for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent tenants or attributable to prevention of access to the Premises or any building wherein the Premises may be located.

D. Other. Tenant shall obtain and maintain workmen's compensation insurance as required by Laws, products liability insurance where the use of the Premises by Tenant is determined reasonably by Landlord to require such coverage, and such other insurance and coverages as may be reasonably required by Landlord from time to time.

14.2 Landlord's Policies of Insurance. Landlord shall at all times during the Term maintain in effect coverage under a policy or policies of insurance covering the Premises and all completed buildings in the Business Center (or the portion of the Business Center owned by Landlord), in an amount not less than eighty percent (80%) of the full replacement cost (exclusive of the cost of excavations, foundations and footings) from time to time during the Term or the amount of such insurance which Landlord's mortgage lender requires Landlord to maintain, whichever is greater, providing protection against any peril generally included within the classification "**special form**" together with such casualty endorsements as Landlord may deem appropriate. Additionally, Landlord may (but shall not be required to) carry: (i) commercial general liability insurance and/or excess coverage liability insurance on the buildings and the Common Area within the Business Center; and, (ii) earthquake and/or flood damage insurance; and, (iii) rental income insurance at its election or if required by its lender from time to time during the Term, in such amounts and with such limits as Landlord or its lender may deem appropriate. In addition to all other sums due hereunder, Tenant shall pay to Landlord as Additional Rent Tenant's share of the cost of Landlord's insurance as described herein. Tenant's share of Landlord's insurance expense shall be based on the ratio which the leasable area of the Premises bears to the leasable area of the Business Center owned by Landlord (whether or not open for business) covered by such insurance. Payment of Tenant's share shall be made in accordance with Section 17.5 hereof. All insurance required to be maintained by Landlord under this Lease may be provided under: (i) an individual policy covering this location; (ii) a blanket policy or policies which includes other liabilities, properties and locations; (iii) a plan of self-insurance; or (iv) a combination of any of the foregoing insurance programs.

14.3 Policy Form. All policies of insurance required to be maintained by Tenant shall be issued by insurance companies qualified to do business in the State of California and reasonably acceptable to Landlord. Each such insurance company shall have a rating of at least A, Class IX in Best's Key Rating Guide. Executed copies of such policies of insurance as Tenant is required to carry hereunder, or certificates thereof, at Landlord's election, shall be delivered to Landlord at least ten (10) days prior to the earlier of Tenant's first entry into the Premises or the Commencement Date, even if such entry is only for the purpose of installing Tenant's fixtures and equipment and does not constitute acceptance of delivery of possession of the Premises. All commercial general liability policies shall contain a provision that Landlord, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to Landlord or the Landlord Related Parties by

reason of the negligence of the Tenant. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent, with evidence of continuance of coverage to be provided to Landlord not later than thirty (30) days before expiration of coverage under any policy. All policies of insurance delivered to Landlord must contain a provision that the company writing said policy will give to Landlord thirty (30) days' notice in writing in advance of any modification, cancellation or lapse or the effective date of any reduction in the amounts of insurance. All public liability, property damage, and other casualty policies shall be written as primary policies, and shall be neither excess coverage policies nor contributing with coverage carried by Landlord. The limits of such insurance shall not limit the liability of Tenant under this Lease. Tenant agrees to permit Landlord at all reasonable times to inspect the policies of insurance of Tenant covering risks upon the Premises for which policies or copies thereof are not required to be delivered to Landlord. Not more frequently than every two (2) years, if, in the opinion of Landlord's lender or of the insurance analyst retained by Landlord, the amount of bodily injury and property damage liability insurance coverage at that time is not adequate, Tenant shall increase the insurance coverage as required by either Landlord's lender or Landlord's insurance analyst.

14.4 Waiver of Subrogation. Landlord and Tenant hereby waive all tort, contract or other rights each may have against the other on account of any loss or damage sustained by Landlord or Tenant, as the case may be, or to the Premises or its contents, which may arise from any risk covered by their respective insurance policies (or which would have been covered had such insurance policies been maintained in accordance with this Lease) as set forth above; provided that such waiver shall be effective only to the extent permitted by the insurance covering such loss. The parties shall each obtain from their respective insurance companies a waiver of any right of subrogation which said insurance company may have against Landlord or Tenant, as the case may be.

14.5 Compliance with Insurance Requirements and Laws. Tenant agrees that it will not at any time during the Term of this Lease carry any stock of goods or do anything in or about the Premises or Business Center which will in any way tend to increase the insurance rates upon any portion of the Business Center. Tenant agrees to pay to Landlord forthwith upon demand the amount of any increase in premiums for insurance incurred by Landlord resulting from any act in or about said Premises by Landlord or Landlord's Agents which does so increase the insurance cost, whether or not Landlord shall have consented to such act on the part of Tenant or Tenant's Agents. If Tenant installs upon the Premises any electrical equipment which constitutes an overload of the electrical lines of the Premises, Tenant shall, at its own expense, make whatever changes are necessary to comply with the requirements of the insurance underwriters and any governmental authority having jurisdiction thereover, but nothing herein contained shall be deemed to constitute Landlord's consent to such overloading. Without limiting any of the provisions of the immediately preceding sentence or any other provision of this Lease, in no event shall Tenant have any right to increase the electric service to the Premises. Tenant shall, at its own expense, comply with all requirements of the insurance underwriters or any governmental authority having jurisdiction thereover, necessary for the maintenance of reasonable casualty insurance for the Premises including, without limitation thereto, the installation of fire extinguishers or an automatic dry chemical extinguishing system.

ARTICLE 15 DAMAGE AND DESTRUCTION.

15.1 Insured Risks. If the Premises are damaged or destroyed by fire or other perils covered by Landlord's casualty insurance, Landlord shall, as soon as reasonably practical after recovering the insurance proceeds to do so, commence repair, reconstruction and restoration of the Premises and prosecute the same diligently to completion, in which event this Lease shall continue in full force and effect; provided that Landlord shall not be obligated to repair or restore any alterations and/or improvements made by Tenant. If the existing Laws do not permit the Premises to be repaired,

reconstructed or restored to substantially the same condition as they were in immediately before damage or destruction, Landlord may terminate this Lease by giving notice to Tenant prior to the commencement of the work of repair, reconstruction or restoration by Landlord; provided, however, that in any event Landlord shall provide such written notice to Tenant within ninety (90) days after such damage or destruction. Upon total destruction of the Premises or in the event of a partial damage or destruction of the Premises (defined as at least thirty three and one third percent (33 1/3%) of the then full replacement cost of the Premises as of the date of damage or destruction) during the last two (2) years of the Term, Landlord shall have the option to terminate this Lease upon giving written notice to Tenant within ninety (90) days after such damage or destruction.

15.2 Uninsured Risks. If the Premises are damaged or destroyed as a result of any casualty not covered by Landlord's casualty insurance, to any extent whatsoever, Landlord may within ninety (90) days following the date of such damage or destruction, elect to repair, reconstruct or restore the Premises and, if Landlord so elects, Landlord shall, as soon as reasonably practical, commence such repair, reconstruction or restoration and shall prosecute the same diligently to completion, in which event this Lease shall continue in full force and effect; or within said ninety (90) day period elect not to repair, reconstruct or restore the Premises, in which event this Lease shall cease and terminate. In either such event, Landlord shall endeavor to give Tenant written notice of its intention within said ninety (90) day period.

15.3 Extent of Obligation. Anything to the contrary notwithstanding contained in this Article 15, Landlord shall not be required to repair, reconstruct or restore any damage by fire or other cause to any portion of the Premises constructed by or at the direct or indirect expense of Tenant; Tenant at its sole cost and expense shall be responsible for all such items and for the replacement of its stock in trade, trade fixtures, furniture, furnishings and equipment. Tenant shall commence the installation of its work of repair, reconstruction and restoration of its tenant improvements, alterations, trade fixtures, equipment and merchandise promptly upon delivery of possession of the Premises and shall diligently prosecute such installation to completion. Tenant hereby waives any statutory rights of termination which may arise by reason of any damage to or destruction of the Premises which Landlord is obligated to restore, reconstruct or repair or may restore, reconstruct or repair under any of the provisions of this Lease. Upon any termination of the Lease under any of the provisions of this Article, all proceeds from Tenant's casualty insurance under Sections 14.1(B) and (D) that pertains to improvements to the Premises and plate glass which would otherwise become the property of Landlord upon Lease Termination, shall be disbursed and paid to Landlord.

15.4 Partial Destruction of the Business Center. Notwithstanding anything to the contrary in this Article 15, if thirty three and one third percent (33 1/3%) or more of the leasable square footage of the buildings within the Business Center shall be damaged or destroyed by fire or any other cause, notwithstanding that the Premises may be unaffected thereby, Landlord may, at its option, terminate this Lease by giving written notice of its election to do so within ninety (90) days after the date of occurrence of such damage or destruction, in which event the Term of this Lease shall expire at the end of the calendar month in which such notice is given and Tenant shall thereupon surrender the Premises to Landlord in the condition required by this Lease.

15.5 Abatement of Rent. In the event of repair, reconstruction and restoration as herein provided, the Base Rent shall be abated proportionately with the degree to which Tenant's use of the Premises is impaired commencing from the date of destruction and continuing during the period of such repair, reconstruction or restoration, as reasonably determined by Landlord. Tenant shall continue the operation of its business on the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management; the obligation of Tenant hereunder to pay any additional sums shall remain in full force and effect. Tenant shall not be entitled to any compensation or

damages from Landlord for the loss of profits, or the loss of the use of the whole or any part of the Premises, or the Building, Tenant's trade fixtures or personal property or any inconvenience or annoyance occasioned by such damage, destruction, repair, reconstruction or restoration.

ARTICLE 16 EMINENT DOMAIN.

16.1 Total or Substantial Taking. If title to all of the Premises is taken for any public or quasi public use under any statute, or by right of eminent domain, or by purchase in lieu of eminent domain, or if title to so much of the Premises is so taken that a reasonable amount of reconstruction of the Premises will not result in the Premises being a practical improvement and reasonably suitable for Tenant's continued occupancy for the uses and purposes for which the Premises are leased, as reasonably determined by Landlord, then, in either event, this Lease shall terminate on the date that the taking of the Premises, or part thereof, occurs.

16.2 Partial Taking. If any part of the Premises shall be so taken and the remaining part thereof (after reconstruction of the then existing building(s) of which the Premises are a part) is reasonably suitable for Tenant's continued occupancy for the purposes and uses for which the Premises are leased, as reasonably determined by Landlord, this Lease shall, as to the part so taken, terminate on the date that possession of such part is taken, and the Base Rent shall be reduced in the same proportion that the leasable area of the Premises so taken, less any addition to the Premises by reconstruction, bears to the original leasable area of the Premises. Landlord shall, at its own cost and expense, subject to its receipt of compensation for such taking, make all necessary repairs or alterations to the Building so as to render the portion of the building and Premises not taken as complete architectural units.

16.3 Substantial Taking of Business Center. Notwithstanding anything to the contrary in this Article 16, if fifty percent (50%) or more of the land area of the Business Center shall be taken for any public or quasi public use under any Laws, or by purchase in lieu of eminent domain, notwithstanding that the Premises may be unaffected thereby, Landlord may, at its option, terminate this Lease by giving written notice of its election to do so within ninety (90) days after the date of such taking, in which event the Term shall expire at the end of the calendar month in which such notice is given and Tenant shall thereupon surrender the Premises to Landlord in the condition required by this Lease.

16.4 Compensation. All compensation (including without limitation the bonus value of the leasehold interest) awarded or paid upon a total or partial taking of the fee title shall belong to Landlord whether such compensation be awarded or paid as compensation for diminution in value of the leasehold, taking of the leasehold interest or taking of the fee, except as hereinafter provided. Notwithstanding this Section 16.4, Tenant shall retain and have a claim for (a) the unamortized value over the Term (excluding any not yet exercised Options to extend, if any) of Tenant's leasehold improvements (to the extent Landlord has not contributed to the cost thereof); and (b) that portion (if any) specifically awarded by the condemning authority for Tenant's moving and relocation expenses.

ARTICLE 17 COMMON AREAS.

17.1 Availability. The term **"Common Areas"** means the portions of the Business Center which have at the time in question been designated and improved by Landlord for common use by or for the benefit of more than one tenant or concessionaire of the Business Center, including, without limitation, the land and the following types of facilities (to the extent located within the Business Center, but without representation or warranty on the part of Landlord as to the existence or scope of any such facilities in the Business Center): parking areas, access and perimeter roads; roofs; truck passageways (which may be in whole or in part subsurface); service corridors and stairways providing access from store premises; landscaped areas; park areas, fountains, exterior walks, arcades, stairways, and/or ramps;

interior corridors, stairs, or arcades; directory equipment and signs; wash rooms, comfort rooms, drinking fountains, public telephones, mailboxes, toilets and other public facilities; bus stations, taxi stands, and the like; but excluding any portion of the Business Center designated by Landlord from time to time for a non-common use. Landlord shall have the right to re-designate which areas within the Business Center constitute Common Areas from time to time, and designate the use of Common Areas for one or more tenants on an exclusive basis. Tenant and its employees and invitees are, except as otherwise specifically provided in this Lease, authorized to use the Common Areas in common with other persons during the Term. Landlord agrees to maintain and operate, or cause to be maintained and operated (except as hereinafter provided with reference to cost of maintenance), said Common Areas at all times following completion thereof, for the benefit and use of the customers and patrons of Tenant, and of all other tenants, owners and occupants of the land which a part of the Business Center.

17.2 Landlord's Management and Control. All Common Areas shall be subject to the exclusive control and management of Landlord or such other persons or nominees as Landlord may delegate or assign to exercise such management or control, in whole or in part, in Landlord's place and stead. In no event shall Tenant have the right to sell or solicit in any manner in any of the Common Areas without the Landlord's prior written consent.

A. Landlord shall at all times have the right to determine the nature and extent of the Common Areas, and of making such changes therein and thereto from time to time in compliance with all applicable Laws and which in its opinion are deemed to be desirable and for the best interests of all person using said Common Areas, including the location and relocation of driveways, entrances, exits, automobile parking spaces, and direction and flow of traffic, installation of prohibited areas, landscaped areas, and all other facilities hereof.

B. In no event shall Landlord have any liability for any damage to motor vehicles of Tenant or Tenant's Agents or for loss of property from within such motor vehicles.

C. Landlord and Landlord's nominees and assignees shall have the right to establish, and from time to time modify, amend, and enforce against Tenant and the other users of said Common Areas such reasonable and nondiscriminatory rules and regulations as may be deemed necessary or advisable for the safety and cleanliness of the Common Areas, and for the preservation of good order in the proper and efficient operation and maintenance of the Common Areas. The current rules and regulations are attached hereto as Exhibit E. The rules and regulations promulgated by Landlord from time to time may include, without limitation, the hours during which the Common Areas shall be open for use. Tenant agrees to conform to and abide by all such rules and regulations and to cause Tenant's Agents to abide and conform with such rules and regulations and to use its best efforts to cause Tenant's Agents to abide and conform with such rules and regulations; provided, however, that all such rules and regulations and such types of operation or validation of parking checks and other matters affecting the customers and patrons of Tenant shall apply equally and without discrimination to all persons entitled to the use of said automobile parking facilities.

D. Landlord shall at all times during the Term have the sole and exclusive control of the Common Areas, and may at any time and from time to time during the Term exclude and restrain any person from use or occupancy thereof, excepting, however, bona fide customers, patrons and service suppliers of Tenant, and other tenants of Landlord who make use of said areas in accordance with the rules and regulations established by Landlord from time to time with respect thereto. The rights of Tenant in and to the Common Areas shall at all times be subject to the rights of Landlord, and other tenants and users authorized by Landlord and the other owners of the Business Center to use the same in common with Tenant, and it shall be the duty of Tenant to keep all of said areas free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation and to permit the

use of any of said areas only for normal parking and ingress and egress by Tenant and Tenant's Agents to and from the Building and other parts of the Business Center.

E. If in the opinion of Landlord persons are using any of the Common Areas by reason of the presence of Tenant in the Premises or engaging in conduct prohibited under Section 17.2(F) below, Tenant, upon demand of Landlord, shall cause such conduct to cease by appropriate proceedings. Landlord shall have the right, but not the obligation, to remove or exclude from or to restrain (or take legal action to do so) any unauthorized person from, or from coming upon, the Business Center or any portion thereof, and to prohibit, abate, and recover damages arising from any unauthorized act, whether or not such act is in express violation of the rules and regulations or other provisions of this Lease.

F. Neither Tenant nor its agents, employees, invitees nor anyone coming in or upon the Business Center as the result of Tenant's presence therein, shall utilize the Common Areas: (a) to vend, peddle, or solicit orders for sale or distribution of any merchandise, device, service, periodical, book, pamphlet, or other matter whatsoever; (b) to exhibit any sign, placard, banner, notice, or other written material; (c) to solicit signatures on any petition or for any other purpose, disseminate any information in connection therewith, or distribute any circular, booklet, handbill, placard, or other material; (d) to solicit membership in any organization, group, or association, or contribution; (e) to parade, rally, patrol, picket, demonstrate, or engage in any conduct which might tend to interfere with or impede the use of any portion of the Common Areas by any customer, invitee, employee, or tenant of the Business Center, or which creates a disturbance, attracts attention, or tends to harass, annoy, disparage, or be detrimental to the interest of any of the retail establishments within the Business Center; (f) for any purpose when all the retail establishments within the Business Center are closed; (g) to throw, discard, or deposit any paper, glass, or extraneous matter of any kind, except in designated receptacles or create litter or hazards of any kind; (h) to use any sound making device of any kind or create or produce in any manner noise or sound or vibration that is annoying, unpleasant, or distasteful, to any other tenant, occupant, or adjacent resident; or (i) to deface, damage, or demolish any sign, light standard, or fixture, landscaping material or other improvement within the Business Center, or the property of customers, invitees, or employees situated within the Business Center.

G. Any roadway, sidewalk, or walkway within or adjacent to the Business Center shall be used only as a means of egress from or ingress to all premises, Common Areas or public streets. Such use shall be in an orderly manner, in accordance with the directional or other signs or guides. Roadways shall not be used at a speed in excess of twenty (20) miles per hour and shall not be used for parking or stopping, except for the immediate loading or unloading of passengers. No sidewalk or walkway shall be used for other than pedestrian travel. Portions of the Business Center designated for automobile parking area shall be used only for the parking of passenger vehicles during the period of time such person or the occupants of such vehicles are customers or invitees of the establishments within the Business Center and for no other purpose without Landlord's prior written consent. The listing of specific prohibited items is not intended to be exclusive, but to indicate in general the manner in which the right to use the Common Areas solely as a means of access and convenience is limited and controlled by Landlord. All motor vehicles shall be parked in an orderly manner within the painted lines defining the individual parking spaces.

H. Tenant shall not obstruct, or cause to be obstructed, any sidewalk or any part of the Common Areas adjacent to the Premises or any portion thereof, by placing any item thereon, including without limitation, newspaper racks, bicycle stands, and display racks or tables, without Landlord's express written approval, which approval may be withheld in Landlord's sole and absolute discretion. The granting of Landlord's approval shall be subject to any and all Laws for which Tenant shall be solely responsible.

17.3 Staff Parking. Landlord may at its election furnish and/or cause to be furnished either within the Business Center parking area, or reasonably close thereto. Landlord at all times shall have the right to designate the particular parking area to be used by any or all of such employees and any such designation may be changed from time to time. Tenant warrants that each of its employees will be notified of the designated employee parking area and that it will insist upon employee compliance with the rules and regulations pertaining thereto. Tenant will also inform its employees that the improperly parked vehicles of Tenant or Tenant's employees will be towed away from the Business Center at Landlord's election and at Tenant's expense if violations continue after the first notice of any violation. Upon five (5) days' notice, Landlord may impose upon Tenant a Twenty Dollar ($20.00) per day fine per vehicle for such improper parking of Tenant or Tenant's employees if the violation continues after the second notice thereof to Tenant, in addition to pursuing any other legal remedy available.

17.4 Payment of Common Area Expenses. Landlord shall keep or cause to be kept the Common Areas in a neat, clean and orderly condition, properly lighted and landscaped, and shall repair any damage to the facilities thereof. All expenses in connection with the Common Areas shall be charged and prorated in the manner hereinafter set forth.

A. As used in this Lease, "**Common Area Expenses**" means all costs, expenses and fees incurred or expended by Landlord in owning, operating, administering, managing, maintaining, repairing and replacing the Business Center buildings and Common Areas and components thereof. Landlord and Tenant hereby acknowledge and agree that "**Common Area Expenses**" may also include the cost of maintaining landscaped areas in the median strip dividers of adjoining streets, the cost of maintaining landscaped areas on adjacent public land as may be required by governmental agencies, the cost of maintaining any public street or sidewalk, the cost of operating any recycling center that may be required by Laws, and any assessments which may be imposed on Landlord under the Declarations (defined in Section 19.1) or other recorded instruments affecting title to the Business Center. Such costs, expenses and fees shall include, without limitation, all general maintenance and repairs, resurfacing, or painting, restriping, cleaning, sweeping, janitorial services, pest control and garbage collection; purchase, replacement and maintenance of trash receptacles located within the Common Areas; maintenance and repair of sidewalks, curbs and gutters; repair, maintenance, insurance, lease and/or purchase and other costs and expenses related to Business Center signs; irrigation systems, planting and landscaping; electricity for lighting, water, sewer, gas and other utilities; directional signs and other markers and bumpers; maintenance and repair of any fire protection systems, lighting systems, heating and air conditioning systems, storm drainage systems and any other utility systems; personnel to implement such services, including, if Landlord deems necessary (but without any obligation to supply security guards), the cost of security guards; any governmental imposition or surcharge imposed upon Landlord or assessed against any portion of the Common Areas; the cost to Landlord of any additional improvements made to the Common Areas after the Effective Date; all costs with respect to repairs, maintenance and replacement of roofs, structural portions of the buildings in the Business Center and of the cost of the performance of all the duties of Landlord under Section 9.1 with respect to said buildings; repair, maintenance and replacement of utility facilities (including pipes and conduits) serving more than one store; depreciation on maintenance and operating machinery and equipment (if owned) and rental paid for such machinery and equipment (if rented); taxes on personal property, equipment and machinery utilized in the operation of the common area; adequate public liability and property damage insurance, "**all risk**" and other insurance (which shall include the amount of any deductible that must be paid by the insured) maintained by Landlord with respect to the Business Center, with such endorsements as Landlord may deem appropriate; accounting, bookkeeping, legal and expense collection services for the maintenance and operation of the Common Areas, and amounts paid to a third person, firm or corporation for the management of the Business Center, such sums to be reasonably determined and negotiated by Landlord at rates comparable to those charged for similar services in comparable projects in the same geographical area; capital improvements if required by Laws after the date space in the Business Center

was first occupied or if required in connection with the replacement of various components of the Business Center which cannot be repaired at a commercially reasonable price; cost saving improvements if intended to reduce or stabilize Common Area Expenses. Common Area Expenses shall include an allowance to Landlord for Landlord's supervision of maintenance and operation of the Business Center in an amount equal to ten percent (10%) of the other Common Area Costs described in this Section 17.4 and the other Business Center expenses described in Section 17.5, with the exception of fees paid to a third party for the management of the Business Center, Real Property Taxes and insurance. Notwithstanding the foregoing Common Area Expenses shall not include leasing commissions, tenant improvement costs, other costs billed and paid by a specific tenant, or interest on encumbrances or depreciation, except as set forth in this Lease. Landlord may cause any or all of said services to be provided by an independent contractor or contractors. Landlord and Tenant hereby acknowledge and agree that Landlord may, without any obligation to do so, establish reserve funds for carrying out major replacements and repairs, and/or Landlord may, without any obligation to do so, amortize the cost of major replacements and repairs over a reasonable number of years determined by Landlord which amortized costs shall be part of Common Area Expenses.

B. In addition to all other sums due hereunder, Tenant shall pay to Landlord as Additional Rent Tenant's share of the Common Area Expenses, based on the ratio which the leasable area of the Premises bears to the leasable area constructed in the Business Center which is owned by Landlord, whether or not open for business; provided, however, that with respect to the charges imposed for sewer, water and refuse collection, or other items that may be separately paid for by other tenants, Tenant's share of such items of Common Area Expenses shall be based on the ratio which the leasable area of the Premises bears to the leasable area of the Business Center which is opened for business and which is occupied by tenants who do not separately pay for such services. Payment of Tenant's share shall be made in accordance with Section 17.5 hereof.

C. Should Landlord acquire or make available additional land not shown as part of the School Facility on Exhibit A and make the same available for parking or other common area purposes, then expenses in connection with said additional land shall be included as Common Area Expenses. Anything to the contrary notwithstanding contained hereinabove, all expenses in connection with the original construction and installation of the Common Areas shall be at the sole cost and expense of the owners of the Business Center and shall not in any event be charged to Tenant.

D. If Tenant shall require water, garbage or other utility or service in excess of that usually furnished or supplied to the majority of the Business Center tenants, as adjusted for size of the premises, the entire excess shall be paid by Tenant each month as Additional Rent. As an example, Laundromats incur water and sewer fees greatly in excess of dress stores of the same size. The difference in levy shall be paid by the tenant incurring the higher expenses.

E. Should Landlord acquire or make available a shuttle bus not shown as part of the Business Center on Exhibit A and make the same available for shuttle service, then expenses in connection with said additional service shall be included as Common Area Expenses. Anything to the contrary notwithstanding contained hereinabove, all expenses in connection with the original construction and installation of the Common Areas shall be at the sole cost and expense of the owners of the Business Center and shall not in any event be charged to Tenant.

17.5 Operating Expenses for Business Center. As used in this Lease, "**Operating Expenses**" shall mean Real Property Taxes determined pursuant to Section 6.2, utility expenses (for those utilities that are not separately metered to the Premises) pursuant to Article 8, Landlord's insurance expenses determined pursuant to Article 14.2 and Common Area Expenses determined pursuant to Section 17.4. If less than one hundred percent of the Building or other buildings in the Business Center is

leased at any time during the Term, Landlord shall adjust Operating Expenses to equal Landlord's reasonable estimate of what Operating Expenses would be had one hundred percent (100%) of the buildings in the Business Center been leased. Tenant shall pay monthly to Landlord sums based on Landlord's reasonable estimate of Tenant's share of Operating Expenses. Prior to the time the first (1st) payment is due under this Section 17.5, Landlord shall advise Tenant in writing of the amounts thereof. Such sums shall be paid monthly commencing on the Rent Commencement Date, and thereafter shall be remitted monthly without further billing. Tenant shall pay a management fee in an amount equal to five percent (5.0%) of the Base Rent. The monthly amounts of such sums may be adjusted periodically by Landlord on the basis of Landlord's experience and reasonably anticipated costs. Annually or more often at Landlord's election, Landlord shall furnish to Tenant statements (each such statement is referred to herein as an "**Operating Expenses Statement**") showing (i) the total Operating Expenses incurred during the measuring period; (ii) Tenant's share of such Operating Expenses for such period; (iii) the amount remaining unpaid towards Tenant's share of such Operating Expenses for such period or the amount by which Tenant's payments have exceeded Tenant's share thereof for such period. If Tenant's share of such Operating Expenses for such period exceeds Tenant's payments for the measuring period, Tenant shall pay Landlord the deficiency within ten (10) days after receipt of the Operating Expenses Statement disclosing such deficiency. If said payments exceed Tenant's share of such Operating Expenses, the excess shall be applied against future Tenant obligations in the manner set forth on such statement from Landlord, except Landlord shall refund any excess at the time the Operating Expenses Statement is delivered to Tenant if Lease Termination has already occurred and Tenant has performed all of its obligations under the Lease as of the date of such Lease Termination. Tenant's liability in connection with the payment of its share of all such Operating Expenses shall be prorated on the basis of a three hundred sixty-five (365) day year to account for any fractional portion of a year included in the term at its commencement and/or expiration, except that if this Lease terminates due to Tenant's default, Tenant shall not be relieved of its obligation to pay future Operating Expenses and the provisions of Article 22 shall apply.

17.6 Tenant Audit Procedure. For a period of six (6) months after receipt of an Operating Expenses Statement, Tenant shall be entitled, upon not less than thirty (30) days prior written notice and during Landlord's normal business hours, at the office of the Business Center's property manager (if any) or such other place as Landlord shall designate, to inspect and examine those books and records of Landlord relating to the determination of the Operating Expenses shown on such Operating Expenses Statement and which were not shown on any previous Operating Expenses Statement (referred to herein as the "**Current Operating Expenses**"). Failure of Tenant to request such inspection within such three (3) month period shall, with respect to the Current Operating Expenses, render such Operating Expenses Statement conclusive and binding on Tenant. If, after inspection and examination of such books and records, Tenant disputes the amounts of the Current Operating Expenses charged by Landlord, Tenant may, by written notice to Landlord, request an independent audit of such books and records. The independent audit of the books and records shall be conducted by a nationally recognized certified public accountant ("**CPA**") acceptable to both Landlord and Tenant, whose payment shall in no way be contingent or based upon the findings of the audit. If, within thirty (30) days after Landlord's receipt of Tenant's notice requesting an audit, Landlord and Tenant are unable to agree on the CPA to conduct such audit, then Landlord may designate a nationally recognized CPA not then employed by Landlord or Tenant to conduct such audit. The audit shall be limited to the determination of the amount of Current Operating Expenses indicated on the relevant Operating Expenses Statement. If the audit discloses that the amount of Current Operating Expenses billed to Tenant was incorrect, the appropriate party shall pay to the other party the deficiency or overpayment, as applicable. All costs and expenses of the audit shall be paid by Tenant unless the audit shows that Landlord overstated the Current Operating Expenses for the subject period by more than seven percent (7%) of actual Operating Expenses, in which case Landlord shall pay all costs and expenses of the audit. Tenant and the CPA shall keep any information gained from either the preliminary inspection and examination of such books and records and/or from such audit

confidential and shall not disclose it to any other party, except to the extent such disclosure is required by applicable Laws. The exercise by Tenant of the inspection and examination and/or audit rights hereunder shall not relieve Tenant of its obligation to timely pay all sums due hereunder, including, without limitation, the disputed Operating Expenses.

ARTICLE 18 ASSIGNMENT AND SUBLETTING.

18.1 Landlord's Consent Required. Tenant shall not voluntarily or involuntarily or by operation of law assign this Lease or enter into license or concession agreements, sublet all or any part of the Premises, permit any person or entity to succeed to any interest of Tenant in this Lease or the Premises, or otherwise transfer all or any part of Tenant's interest in this Lease or in the Premises or any part thereof (each of the foregoing being a "**Transfer**"), without Landlord's prior written consent, which consent shall not be unreasonably withheld. In no event shall Tenant mortgage, pledge or encumber all or any part of Tenant's interest in this Lease or in the Premises or any part thereof or otherwise use this Lease as a security device in any manner (each a "**Hypothecation**") without Landlord's consent, which consent may be withheld in Landlord's sole and absolute discretion. Any purported Transfer or Hypothecation in violation of this Article 18 shall be void and shall, at Landlord's option, terminate this Lease. Landlord shall have the option, exercisable by notice given to Tenant within twenty (20) days after Tenant's notice of a proposed Transfer is given, either to sublet such space from Tenant at the rental and on the other terms set forth in this Lease for the term set forth in Tenant's notice, or, in the case of an assignment, terminate this Lease. If the Premises are, at any time, used or occupied by any person other than Tenant, Landlord may collect rent and charges from such occupant without waiving the provisions of this Article or releasing Tenant from the terms and conditions of this Lease.

18.2 Reasonable Consent. The consent of the Landlord required under Section 18.1 for a Transfer may not be unreasonably withheld; provided, however, that should Landlord withhold its consent for any of the following reasons, which list is not exclusive, such withholding shall be deemed to be reasonable:

A. The use is different than that specified in Article 1;

B. The use of the proposed assignee, sublessee or other transferee (each, a "**Transferee**") violates or creates a conflict with an exclusive use previously granted by Landlord to other tenants within the Business Center, or violates use restrictions established in the Declarations;

C. The proposed Transferee is incompatible with other tenants within the Business Center or would otherwise adversely affect the tenant mix in the Business Center, in Landlord's judgment;

D. The financial capacity of the proposed Transferee at the time of the proposed Transfer is materially less than that of the original Tenant as of the Effective Date or the proposed time of Transfer and doesn't meet the minimum financial standard of $25 million evaluation of the company and $2.5 million in annual earnings;

E. The proposed Transferee would cause a diminution in the reputation of the Business Center or the other businesses located therein;

F. The proposed Transferee would have an impact on the Common Areas or the other tenants in the Business Center which would be disadvantageous to other tenants in the Business Center;

G. The business experience and national or regional reputation of the proposed Transferee is unsatisfactory to Landlord;

H. The proposed Transferee will require substantial alterations to the Premises;

I. Tenant has not provided Landlord with at least thirty (30) days prior written notice before advertising or publicizing in any way the availability of the Premises.

Tenant acknowledges that Landlord has entered into this Lease in reliance on the particular reputation and experience of Tenant with respect to the conduct of business in the Premises; Tenant recognizes that Landlord's substantial investment in the Premises and the willingness of Landlord to put that investment at risk under the terms of this Lease is based upon Landlord's judgmental considerations regarding Tenant's abilities as set forth above.

18.3 Excess Rent and Excess Payment. Landlord and Tenant hereby agree that if Tenant assigns this Lease or subleases the entire Premises to a single entity or group of entities, other than in connection with Tenant's primary business operations (a "**Total Transfer**"), then fifty percent (50%) of any rent or other economic consideration (including without limitation, payments for trade fixtures and personal property in excess of the fair market value thereof, stock, warrants, and options) in excess of the Base Rent payable hereunder (after deducting therefrom Reasonable Transfer Costs (defined below)) (i) realized by Tenant in connection with any Total Transfer by Tenant, and/or (ii) realized by a subtenant or any other person or entity (other than Tenant) (any such subtenant, person or entity being a "**Subsequent Transferor**") in connection with a sublease of the entire Premises, assignment of the Lease or other Total Transfer by such Subsequent Transferor, shall be paid by Tenant to Landlord promptly after such amounts are paid to Tenant or a Subsequent Transferor, regardless of the amount of subrent the Subsequent Transferor pays to Tenant or any prior Subsequent Transferor. As used in this Section 18.3, "**Reasonable Transfer Costs**" shall mean the following costs, to the extent reasonably incurred in connection with the Total Transfer in question: (i) advertising costs and brokerage commissions payable to unaffiliated third parties, and (ii) tenant improvement costs incurred solely in connection with such Total Transfer. In the case of a Transfer other than an assignment of Tenant's entire interest in the Lease or a sublease of the entire Premises, Tenant shall not be required to pay any portion of the rent or other economic consideration received by Tenant pursuant to such Transfer. Tenant's obligation in this paragraph to pay to Landlord a portion of the consideration under a Total Transfer constitutes an obligation for Additional Rent hereunder. The above provisions relating to Landlord's right to terminate the Lease and relating to the allocation of excess rent are independently negotiated terms of the Lease which constitute a material inducement for the Landlord to enter into the Lease, and are agreed by the Parties to be commercially reasonable. No Transfer by Tenant shall relieve it of any obligation under this Lease.

18.4 Landlord's Review. Tenant shall give written notice to Landlord at least sixty (60) days prior to the effective date of any proposed Transfer and shall provide Landlord in writing with full particulars concerning the proposed Transfer, including the following: (i) the name and address of the proposed Transferee and the names of all persons and entities directly or indirectly controlling or under common control with the proposed Transferee; (ii) true copies of the proposed form of assignment or sublease or other transfer documents and a full and complete description of any related transaction or agreement, including any sale of a business which includes or consists of that conducted from the Premises or a sale of some or all of the stock, assets or goodwill thereof, together with copies of existing, proposed or draft agreements and related documents; (iii) financial statements of the proposed Transferee certified by an independent public accountant and prepared in accordance with generally accepted accounting principles applied on a consistent basis, together with such financial information as Landlord may reasonably request; (iv) a description of all monetary or other consideration to be received by Tenant

in connection with the Transfer or with any other related transaction or agreement, including consideration relating to a sale of a business or its stock, assets or goodwill; (v) a resume of the business background and experience of the proposed Transferee together with pertinent information concerning the licensing and credentials of the Transferee and its contractors and employees; (vi) banking references and at least three (3) business references for the proposed Transferee; and (vii) such further information as Tenant deems pertinent or Landlord may reasonably request. Tenant shall give written notice to Landlord at least sixty (60) days prior to the effective date of any proposed Hypothecation and shall provide Landlord in writing with full particulars concerning the proposed Hypothecation, including the identity and financial condition of the proposed lender or secured party and any other information reasonably requested by Landlord. Tenant shall pay to Landlord an administrative fee of Twenty-Five Hundred and No/100ths Dollars ($2,500.00) plus the amount of all attorneys' fees and other costs and expenses incurred by Landlord in connection with investigation or implementation of the proposal to Transfer or Hypothecation, whether or not Landlord's consent is granted.

18.5 Conditions Precedent to Transfer. If Landlord consents to a Transfer or Hypothecation, Tenant shall not permit the Transferee, lender or secured party, as applicable to take possession of or use the Premises or have any interest in the business operated therefrom until (i) Tenant, and the Transferee, lender or secured party, and any guarantor or prior assignor shall have executed and delivered to Landlord all such assignment and assumption agreements, subleases, other documents affecting such Transfer, Hypothecation, consents or affirmances as Landlord may deem necessary, all in form and content satisfactory to Landlord, and (ii) Landlord shall have given its written consent to the Transfer or Hypothecation. Any assignment and assumption agreement shall provide that the assigning Tenant will remain jointly and severally liable for the performance of the terms, covenants and conditions to be kept and performed by Tenant under this Lease and shall provide that the assignee expressly assumes such terms, covenants and conditions and will pay the full amount of adjustments to rents or charges which have been billed on an estimated basis, whether the adjustments relate to a period before or after the effective date of the assignment. Failure to first obtain in writing Landlord's consent or failure to comply with the provisions of this Article shall operate to prevent any such Transfer or Hypothecation from becoming effective.

18.6 No Release of Tenant. No consent by Landlord to any Transfer or Hypothecation shall relieve Tenant of any obligation to be performed by Tenant under this Lease, and no such consent shall relieve any guarantor of its obligations under its guaranty, whether occurring before or after such consent, Transfer or Hypothecation. The consent by Landlord to any Transfer or Hypothecation shall not relieve Tenant from the obligation to obtain Landlord's express written consent to any other Transfer or Hypothecation. The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any Transfer or Hypothecation. Consent to one Transfer or Hypothecation shall not be deemed to constitute consent to any subsequent Transfer or Hypothecation, shall not be construed as a modification or waiver of any term, provision or prohibition set forth in this Lease, and shall not constitute consent to any assignment or other Transfer following foreclosure of any permitted Hypothecation. Tenant's obligations shall continue notwithstanding any extension, modification or alteration of this Lease made by Landlord and any Transferee, lender or security holder, whether made with or without notice to or consent by Tenant, and notwithstanding further Transfers or Hypothecations, notwithstanding the bankruptcy, reorganization or insolvency of the assignee or its successors or assigns or any disaffirmance or abandonment of this Lease by any trustee or debtor in possession, and notwithstanding any waiver or indulgence which Landlord may grant any such Transferee or lender or any failure of Landlord to act with diligence in enforcing the obligations of Tenant hereunder or any discharge or release of any party obligated hereunder. Tenant hereby irrevocably assigns to Landlord all rent and other sums from any Transfer of the Premises, and agrees that Landlord, as assignee and as Tenant's attorney in fact hereby created and authorized, or a receiver for Tenant appointed upon Landlord's application, may collect such rent and other sums and

apply the same to amounts due to Landlord upon Tenant's default; provided, however, that until the occurrence of any act of default by Tenant or subtenant, Tenant shall have the right to collect such sums. Landlord may at its election require as a condition to approval of a proposed Transfer that the rent due pursuant to the Transfer be paid directly to Landlord and that Landlord shall thereafter remit to Tenant any amount owed by Tenant hereunder. Notwithstanding any Transfer and the acceptance of Rent or other sums by Landlord from any Transferee, Tenant and any guarantor shall remain fully liable for the payment of Rent due, and to become due hereunder, for the performance of all the covenants, agreements, terms, provisions and conditions contained in this Lease on the part of Tenant to be performed and for all acts and omissions of any transferee or any other person claiming under or through any Transferee that shall be in violation of any of the terms and conditions of this Lease, and any such violation shall be deemed a violation by Tenant. Tenant shall indemnify, defend with counsel reasonably acceptable to Landlord and hold Landlord and the Landlord Related Parties harmless from and against all Claims and Liabilities resulting from any claims that may be made against Landlord by the proposed Transferee or by any real estate brokers or other persons claiming compensation in connection with a proposed Transfer.

18.7 Transfer of Ownership. If Tenant is a corporation, limited liability company, unincorporated association, partnership or other legal entity, the sale, assignment, cancellation, surrender, exchange, conversion or any other transfer or hypothecation of any stock, membership or other ownership interest in such entity (whether occurring at one time or over a period of time) in the aggregate of more than fifty percent (50%) (determined cumulatively) shall be deemed an assignment of this Lease; in the case of a partnership, any withdrawal or substitution (whether occurring at one time or over a period of time) of any partners owning fifty percent (50%) or more (cumulatively) of the partnership, or the dissolution of the partnership shall be deemed an assignment of this Lease; provided that, subject to Section 18.8 below the foregoing provisions of this sentence shall not apply to a transfer of stock in a corporation whose stock is publicly traded on a public stock exchange. If Tenant is an entity, any sale of all or substantially all of its assets shall be deemed an assignment of this Lease. If Tenant is a corporation whose stock is not publicly traded on a public stock exchange, any dissolution, merger, consolidation or reorganization of Tenant shall be deemed a Transfer. Tenant acknowledges and agrees that the provision of this Article 18 are not unreasonable standards or conditions for purposes of Section 1951.4 of the California Civil Code, as amended from time to time, under bankruptcy laws, or for any other purpose.

ARTICLE 19 SUBORDINATION, QUIET ENJOYMENT, ATTORNMENT, ESTOPPELS; FINANCIAL STATEMENTS.

19.1 Subordination. Tenant hereby agrees that this Lease and Tenant's rights under this Lease are subject and subordinate to any and all ground or underlying leases, the lien of any mortgage or deed of trust, all declarations and other recorded covenants, conditions, and/or restrictions (which declarations and other recorded covenants, conditions and/or restrictions are collectively referred to in this Lease as the "**Declarations**", and each of which is referred to as a "**Declaration**") and all reciprocal easement agreements, together with any renewals, extensions, modifications, consolidations, or replacements of the foregoing documents (each of foregoing referenced in this sentence above being a "**Superior Lien**"), that now or at any subsequent time affects the Premises or the Business Center. In addition, Tenant agrees to consent or subordinate to any subdivision map, parcel map or boundary adjustment documents that now or hereafter affects the Business Center, together with any modifications thereof. The foregoing provisions shall be self operative, and no further instrument of subordination or consent will be required in order to effect them. Nevertheless, Tenant shall execute, acknowledge, and deliver to Landlord from time to time upon demand by Landlord, documents requested by Landlord or any beneficiary or other holder of any Superior Lien (each, a "**Holder**") to confirm or effect such subordination, or to confirm the attornment obligation set forth in Section19.3 below, or which are otherwise necessary to further the intention of the parties that this Lease be subject and subordinate to any Superior Lien and that Tenant will consent to the subdivision, parcelization or other adjustments to the

boundaries of the Business Center and parcels which are a part thereof. If any mortgagee, trustee or ground lessor shall elect to have this Lease prior to the lien on its mortgage, deed of trust or ground lease, and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage, deed of trust or ground lease, whether this Lease is dated prior or subsequent to the date of said mortgage, deed of trust, or ground lease or the date of the recording thereof. Tenant shall execute and deliver not later than twenty (20) days after demand without charge such further instrument evidencing the priority of this Lease as described in the immediately preceding sentence in form requested by Landlord. If Tenant does not execute, acknowledge, or deliver any of the documents requested by Landlord pursuant to this Section 19.1 within twenty (20) days after written demand, such failure shall constitute a default by Tenant under this Lease, without necessity of additional notice or opportunity to cure, entitling Landlord to all rights and remedies afforded under this Lease, by law or in equity, including without limitation the right to terminate this Lease.

19.2 Quiet Enjoyment. Tenant agrees that it and all persons in possession or holding under this Lease, shall conform to, comply with and shall not violate the terms of any Superior Liens, as they presently exist or may be executed or modified from time to time. Landlord agrees that if Tenant pays the Rent in a timely manner as and when due, duly performs all of its other obligations provided for under this Lease and observes all of the other provisions of this Lease, Tenant shall, at all times during the Term, peaceably and quietly have, hold and enjoy the Premises, without any interruption or disturbance from Landlord, subject to the terms and conditions of this Lease and to the provisions of any of the aforesaid Superior Liens as they presently exist or may be executed or modified from time to time.

19.3 Attornment. If Landlord sells or transfers all or any portion of its interest in the Business Center, or in the event that any proceedings are brought for default under ground or any underlying lease, or in the event of foreclosure or the exercise of the power of sale under any mortgage or deed of trust made by Landlord covering the Premises, Tenant shall attorn to the purchaser upon any such transfer, foreclosure or sale and recognize such purchaser as the Landlord under this Lease, provided said purchaser expressly agrees in writing to be bound by the terms of the Lease.

19.4 Estoppel Certificates; Financial Statements. Within five (5) days after Tenant opens for business and at anytime within ten (10) days after written request by Landlord, Tenant agrees to deliver in recordable form an estoppel certificate addressed to Landlord and any proposed mortgagee or purchaser designated by Landlord certifying that (i) this Lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (ii) the amount of Base Rent then in effect and the date to which Base Rent and other monetary obligations hereunder have been paid in advance; (iii) the nature and amount of any security deposited with Landlord; (iv) Landlord is not in default hereunder or if Landlord is claimed to be in default, stating the nature of any claimed default; and (v) such other matters as Landlord may reasonably request. Any such statement may be conclusively relied upon by Landlord and any prospective purchaser or encumbrancer of all or any portion of Landlord's interest in the Business Center. Tenant's failure to deliver such statement within such time shall be conclusive upon Tenant (a) that this Lease is in full force and effect, without modification except as may be represented by Landlord, (b) that no more than one (1) month's Base Rent has been paid in advance, (c) that the amount of the security deposited with Landlord shall be as represented by Landlord, and (d) that there are no uncured defaults in Landlord's performance; but notwithstanding the foregoing such failure to deliver such statement shall be a default by Tenant under this Lease, entitling Landlord to all rights and remedies available to Landlord under this Lease, by law, or in equity, including without limitation the right to terminate this Lease. Tenant shall provide, within ten (10) days after Landlord's request, Tenant's most recent three (3) years of audited financial statements, and the most recent three (3) years of audited financial statements for all guarantors of Tenant's obligations under this Lease, for Landlord's use in financing or sale of the Premises or Landlord's interest therein.

ARTICLE 20 SIGNS.

All exterior signs installed by or at the expense of Tenant shall be subject to Landlord's prior written approval, and shall comply with applicable Laws. Landlord has the right to implement, revise, modify and amend the sign criteria from time to time, without liability to Tenant whatsoever, and Tenant shall at its sole cost and expense cause its signs to at all times comply with such revisions, modifications and amendments to the sign criteria. All signs located in the interior of the Premises shall be in good taste so as not to detract from the general appearance of the Premises and the Business Center. No illuminated sign located in the interior of the Premises and which is visible from the outside shall be permitted without the prior written approval of Landlord.

ARTICLE 21 OPTION TO LEASE.

21.1 General. Notwithstanding anything herein to the contrary, unless Landlord otherwise elects in its sole and absolute discretion, Tenant shall have no right to exercise any Option and any such Exercise Notice shall be invalid during any such time as Tenant is in default under this Lease beyond any applicable notice and cure period or has been in default under this Lease more than two (2) times in the last twelve (12) month period prior to exercising Tenant's Option set forth herein.

21.2 Options Personal to Tenant. All Options provided to Tenant in this Lease are personal and granted to the original Tenant named in this Lease and are not exercisable by any other third party should Tenant assign or sublet all or a portion of its rights under this Lease, unless Landlord consents to permit exercise of any option by any assignee or subtenant, in Landlord's sole and absolute discretion.

21.3 Suitability. By exercising an Option, Tenant acknowledges that it has had an opportunity to conduct, and has conducted, such inspections of the applicable Option Property as it deems necessary to evaluate its condition, including, without limitation, suitability thereof for operation of the Business Center, and agrees to accept possession of the applicable Option Property in its then existing condition, subject to all liens, easements, declarations, covenants, conditions, restrictions and other matters recorded against all of any portion of the Business Center and without representation or warranty of any kind, express or implied, by Landlord.

ARTICLE 22 DEFAULT AND DEFAULT REMEDIES.

22.1 Defaults by Tenant. The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant: (a) Any failure by Tenant to pay Base Rent, or Additional Rent, or any other monetary sums required to be paid hereunder at the time and in the manner provided in this Lease, provided that Landlord shall have delivered at least ten (10) days written notice of such failure to Tenant; (b) the abandonment or vacation of the Premises by Tenant; (c) a general assignment by Tenant for the benefit of creditors, or any action taken or suffered by Tenant under any insolvency or bankruptcy act, or the appointment of a receiver (except a receiver appointed at the request of Landlord) to take possession of all or substantially all of the assets of Tenant; (d) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days; (e) a failure by Tenant to observe and perform any other provision of this Lease to be observed and performed by Tenant, where such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant (provided, however, that if the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion; provided further, however, Landlord in its sole discretion may require Tenant to deliver a bond, deposit funds or

such other form of security device which may be necessary to protect the Premises, Landlord, and the Business Center in the event such default cannot be cured within said thirty (30) day period; and provided further that if this Lease expressly provides that no notice or cure is required for a breach or default to exist than the notice or cure periods provided for in this clause (e), as applicable, shall not apply); and (f) the occurrence of any other event described as a default elsewhere in this Lease. Any such notice of default shall be in lieu of, and not in addition to, any notice required by Laws.

22.2 Remedies. Landlord and Tenant agree as follows upon Landlord's remedies for any default by Tenant, which remedies are in addition to any other remedies available to Landlord under this Lease, at law or in equity:

A. Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate. All agreements by Tenant contained in this Lease, whether expressed as covenants or conditions, shall be construed to be both covenants and conditions, conferring upon Landlord, in the event of a breach thereof, the right to terminate this Lease. In the event that Landlord shall elect to terminate this Lease, then Landlord may recover from Tenant:

(i) the worth at the time of award of any unpaid Rent which had been earned at the time of such termination; plus

(ii) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss Tenant proves could have been reasonably avoided; plus

(iii) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform Tenant's obligations under this Lease or which in the ordinary course of events would be likely to result therefrom (including without limitation expenses for repairing, altering or remodeling the Premises for purposes of reletting, broker's fees, advertising costs or other expenses of reletting the Premises, and costs of carrying the Premises such as taxes, insurance premiums, utilities and security precautions); and

(v) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable Laws.

As used in subparagraphs (A)(i) and (ii) above, the "**worth at the time of award**" is computed by allowing interest at the Stipulated Rate. As used in subparagraph (A)(iii) above, the "**worth at the time of award**" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%). Furthermore, in the event of a default as described in clause (c) and (d) of Section 22.1 above, Landlord reserves the right to compensation for all damages and costs incurred by Landlord as a result of Tenant's default, including without limitation those based upon a tort claim or contractual claim, and without any cap other than that imposed by the United States Bankruptcy Code (as amended, and as interpreted by case law, the "Code") with respect to rent, as defined in the Code. Tenant hereby waives the protection of any limitation in the Code imposed upon such damages to the extent such waiver is enforceable under the Code, and Tenant hereby agrees that the Security Deposit may be retained by Landlord for purposes of compensation for any and all tort or contractual or other claims by Landlord against Tenant. Any obligation Landlord may

have to mitigate damages upon a termination due to Tenant's default shall not include the obligation to relet the Premises if Landlord has other comparable available space within the Building or Project.

B. Landlord shall have the remedy described in California Civil Code Section 1951.4 (Landlord may continue this Lease in effect after Tenant's breach and abandonment and recover rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations), as amended from time to time.

C. Landlord may cure the Tenant's default at Tenant's expense. If Landlord pays any sum or incurs any expense in curing Tenant's default, Tenant shall reimburse Landlord upon demand for the amount of such payment or expense with interest at the Stipulated Rate from the date the sum is paid or the expense is incurred until Landlord is fully reimbursed by Tenant.

D. In the event of any default by Tenant, Landlord shall have the right, after terminating this Lease, to re-enter the Premises and remove all persons and property in accordance with applicable Laws. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, and disposed of by Landlord, in any manner permitted by Laws.

E. Landlord shall have the right, in addition to its other remedies and means of redress provided by this Lease and by Laws, to obtain specific performance of any and all covenants or obligations of Tenant to be kept and performed under this Lease.

No re-entry or taking possession of the Premises, or efforts by Landlord to mitigate damages, or acts of maintenance or preservation, or efforts to relet the Premises, or any other action shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Landlord shall be under no obligation to observe or perform any covenant of this Lease on its part to be observed or performed which accrues after the date of any default by Tenant hereunder so long as such default remains uncured by Tenant. The various rights, options, election powers, and remedies of Landlord contained in this Article 22 and elsewhere in this Lease shall be construed as cumulative and no one of them exclusive of any others or of any legal or equitable remedy which Landlord might otherwise have in the event of breach or default, and the exercise of any right or remedy by Landlord shall not in any way impair its right to any other right or remedy. The waiver of Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No covenant, term, or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver shall be in a writing signed by Landlord. No delay or omission in the exercise of any right or remedy by Landlord shall impair such right or remedy or be construed as a waiver thereof by Landlord. No act or conduct of Landlord, including, without limitation, the acceptance of keys to the Premises, shall constitute acceptance of the surrender of the Premises by Tenant before the expiration date of the Lease. Only written notice from Landlord to Tenant of acceptance shall constitute such acceptance of surrender of the Premises. Landlord's consent to or approval of any act by Tenant which requires Landlord's consent or approvals shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant.

22.3 Rights and Obligations Under the Bankruptcy Code. It is understood and agreed that this is a Lease of real property in a Business Center as such a lease is described in Section 365(b)(3)

of the Bankruptcy Code. No default under this Lease by Tenant, either prior to or subsequent to the filing of such a petition, shall be deemed to have been waived unless expressly done so in writing by Landlord.

22.4 Default by Landlord. If Landlord fails to perform any of its covenants or agreements under this Lease, Tenant shall give Landlord written notice of such failure and shall give Landlord thirty (30) days to cure or commence to cure such failure prior to any claim for breach or resultant damages, provided, however, that if the nature of the default is such that it cannot reasonably be cured within the 30-day period, Landlord shall not be deemed in default if it commences within such period to cure, and thereafter diligently prosecutes the same to completion. In addition, upon any such failure by Landlord (a "**Landlord Default**"), Tenant shall give notice by registered or certified mail to any person or entity with a security interest in the Premises ("**Mortgagee**") that has provided Tenant with notice of its interest in the Premises, and shall provide Mortgagee a reasonable opportunity to cure such failure, including such time to obtain possession of the Premises by power of sale or judicial foreclosure, if such should prove necessary to effectuate a cure. Tenant agrees that each Mortgagee to whom this Lease has been assigned is an express third-party beneficiary hereof. Tenant waives any right under California Civil Code Section 1950.7 or any other present or future law to the collection of any payment or deposit from Mortgagee or any purchaser at a foreclosure sale of Mortgagee's interest unless Mortgagee or such purchaser shall have actually received and not refunded the applicable payment or deposit. Tenant further waives any right to terminate this Lease and to vacate the Premises on Landlord's default under this Lease. If Landlord is a corporation, trust, partnership, joint venture, unincorporated association or other form of business entity, then the obligations of Landlord shall not constitute personal obligations of the Landlord Related Parties. Tenant shall have recourse only to the interest of Landlord in the Premises for the satisfaction of the obligations of Landlord and shall not have recourse to any other assets of Landlord for the satisfaction of such obligations. Notwithstanding anything to the contrary contained in this Lease, if any provision of this Lease expressly or impliedly obligates Landlord not to unreasonably withhold its consent or approval, an action for declaratory judgment or specific performance will be Tenant's sole right and remedy in any dispute as to whether Landlord has breached such obligation.

22.5 Tenant's Self Help Right. In the event of an uncured Landlord Default, Tenant also may elect to take such action, and make and incur any reasonable expenses, as may be necessary to cure such default on behalf of Landlord and Landlord will pay or reimburse Tenant the reasonable out of pocket amount of such expenses upon receipt of Tenant's demand, which demand will be accompanied by reasonably detailed statement (including invoices for amounts actually paid by Tenant) evidencing the expenses.

22.6 Mortgagee Protection. If the Premises or any part thereof are at any time subject to a first mortgage or a first deed of trust and this Lease or the rentals due from Tenant hereunder are assigned to a Mortgagee and Tenant is given written notice thereof, including the notice address of such Mortgagee, then Tenant shall give written notice to such Mortgagee, specifying the default in reasonable detail, and affording such Mortgagee a reasonable opportunity to make performance for and on behalf of Landlord. If and when the said Mortgagee has made performance on behalf of Landlord, such default shall be deemed cured.

ARTICLE 23 WAIVER OF CALIFORNIA CODE SECTIONS.

Tenant waives the provisions of Civil Code Sections 1932(2) and 1933(4) with respect to the destruction of the Premises, Civil Code Sections 1932(1), 1941 and 1942 with respect to Landlord's repair duties and Tenant's right of repair, and Code of Civil Procedure Section 1265.130, allowing either party to petition the Superior Court to terminate this Lease in the event of a partial taking of the Premises for public or quasi public use by statute, by right of eminent domain, or by purchase in lieu of eminent domain, and

any right of redemption or reinstatement of Tenant under any present or future case law or statutory provision (including Code of Civil Procedure Sections 473, 1174(c), and 1179 and Civil Code Section 3275) in the event Tenant is dispossessed from the Premises for any reason. This waiver applies similar future statutes enacted in addition or in substitution to the statutes specified herein, and this waiver shall apply even though Tenant may be the subject of a voluntary or involuntary petition in bankruptcy.

ARTICLE 24 GENERAL PROVISIONS.

24.1 Other Tenancies in the Business Center. Except to the extent expressly provided to the contrary in this Lease with regard to Tenant's Exclusive Use in Section 7.6, Landlord reserves the absolute right to effect such other tenancies in the Business Center as Landlord, in the exercise of its sole business judgment, shall determine. Tenant does not rely on the fact, nor does Landlord represent, that any specific tenant or number of tenants shall during the Term occupy or lease any space in the Business Center.

24.2 Transfer of Landlord's Interest. In the event of a sale or conveyance by Landlord of Landlord's interest in the Premises or the Business Center, other than a transfer for security purposes only, and after the date specified in any notice of transfer, Landlord shall be relieved from all obligations and liabilities accruing thereafter on the part of Landlord. In addition, provided that any funds in the hands of Landlord at the time of transfer in which Tenant has an interest has been transferred to the successor of Landlord, Landlord shall be relieved of all obligations and liabilities relating to such transferred funds. This Lease shall not be affected by any such sale and Tenant agrees to attorn to the purchaser or assignee provided all Landlord's obligations accruing under this Lease from and after the date of such transfer hereunder are assumed in writing by the transferee.

24.3 Captions; Attachments; Defined Terms. The captions of the paragraphs of this Lease are for convenience of reference only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any Article or Section of this Lease. Exhibits and schedules attached hereto constitute part of this Lease and are incorporated herein. The words "**Landlord**" and "**Tenant**," as used herein, shall include the plural as well as the singular. Words used in neuter gender include the masculine and feminine and words in the masculine or feminine gender include the neuter. If there be more than one Landlord or Tenant, the obligations hereunder imposed upon Landlord or Tenant, as applicable, shall be joint and several; as to a Tenant consisting of husband and wife, the obligations shall extend individually to their sole and separate property as well as community property. The term "**Landlord**" shall mean only the owner or owners at the time in question of the fee title or of a tenant's interest in a ground lease of the Premises or the Business Center. The obligations contained in this Lease to be performed by Landlord shall be binding on Landlord's successors and assigns only during their respective periods of ownership.

24.4 Notice. Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall be given or served, and shall not be deemed to have been duly given or served, unless in writing and served personally or forwarded by certified or registered mail or reputable courier service which provides written proof of delivery, addressed to the addresses of the parties specified in Sections 1.19 and 1.20. Either party may change such address by written notice sent to the other in the manner required by this Section 24.4 by at least fifteen (15) days prior notice to the notifying party. When this Lease requires service of a notice, that notice shall be deemed to constitute and satisfy the requirements of any equivalent or similar statutory notice, including any notices required by Code of Civil Procedure Section 1161 or any similar or successor statute. Notice given in the foregoing manner shall be deemed given (i) when actually received or refused by the party to whom sent or (ii) when delivery fails due to inaccurate contact information being provided to the notifying party by the intended recipient.

24.5 Severability. If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be void, invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. It is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision void, invalid or unenforceable, and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

24.6 ARBITRATION OF DISPUTES; ATTORNEYS' FEES; COSTS OF SUIT.

A. ARBITRATION OF DISPUTES:

LANDLORD AND TENANT AND ANY OTHER PARTY THAT MAY BECOME A PARTY TO THIS LEASE OR BE DEEMED A PARTY TO THIS LEASE, AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS AND SUBTENANTS, AGREE THAT, EXCEPT FOR ANY CLAIM BY LANDLORD FOR (I) UNLAWFUL DETAINER, (II) TENANT'S FAILURE TO PAY THE BASE RENT, OR (III) WITHIN THE JURISDICTION OF THE SMALL CLAIMS COURT (WHICH SMALL CLAIMS COURT SHALL BE THE SOLE COURT OF COMPETENT JURISDICTION FOR SUCH SMALL CLAIMS MATTER), ANY CONTROVERSY, DISPUTE, OR CLAIM OF WHATEVER NATURE ARISING OUT OF, IN CONNECTION WITH OR IN RELATION TO THE INTERPRETATION, PERFORMANCE OR BREACH OF THIS LEASE, INCLUDING ANY CLAIM BASED ON CONTRACT, TORT, OR STATUTE, SHALL BE RESOLVED AT THE REQUEST OF ANY PARTY TO THIS LEASE, OR THEIR RESPECTIVE SUCCESSORS, ASSIGNS AND SUBTENANTS, THROUGH DISPUTE RESOLUTION PROCESS ADMINISTERED BY J.A.M.S. OR ANOTHER JUDICIAL MEDIATION SERVICE MUTUALLY ACCEPTABLE TO THE PARTIES LOCATED IN CONTRA COSTA COUNTY, CALIFORNIA. THE DISPUTE RESOLUTION PROCESS SHALL CONSIST OF A FINAL AND BINDING ARBITRATION ADMINISTERED BY AND IN ACCORDANCE WITH THE THEN EXISTING RULES AND PRACTICES OF J.A.M.S. OR OTHER JUDICIAL MEDIATION SERVICE SELECTED, AND JUDGMENT UPON ANY AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED BY ANY STATE OR FEDERAL COURT HAVING JURISDICTION THEREOF AS PROVIDED BY CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1280 ET. SEQ, AS SAID STATUTES THEN APPEAR, INCLUDING ANY AMENDMENTS TO SAID STATUTES OR SUCCESSORS TO SAID STATUTES OR AMENDED STATUTES, EXCEPT THAT IN NO EVENT SHALL THE PARTIES BE ENTITLED TO PROPOUND INTERROGATORIES OR REQUESTS FOR ADMISSIONS DURING THE ARBITRATION PROCESS. THE ARBITRATOR SHALL BE A RETIRED JUDGE OR A LICENSED CALIFORNIA ATTORNEY. THE VENUE FOR ANY SUCH ARBITRATION SHALL BE IN CONTRA COSTA COUNTY, CALIFORNIA.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

Landlord: _____ Tenant: _____

B. Attorneys' Fees. If Landlord employs an attorney to enforce its rights under this Lease or in the event of any dispute between the parties arising out of or in connection with this Lease, whether or not such dispute results in litigation, the Landlord shall be entitled to have and recover from the Tenant reasonable attorneys' fees and costs of suit, whether or not a settlement is obtained before or after litigation is commenced. The Landlord's right to recover such attorneys' fees and costs shall extend to and include any appeals, post trial proceedings (including actions or proceedings initiated to collect upon an earlier judgment), and bankruptcy court proceedings. Moreover, Tenant specifically understands and agrees that Tenant shall reimburse Landlord for any and all reasonable attorneys' fees and costs incurred by Landlord in serving Tenant with a notice of Tenant's failure to perform any obligation under this Lease.

C. Costs of Suit. Should Landlord, without fault on Landlord's part, be made a party to any litigation instituted by Tenant or by any third party against Tenant, or by or against any person holding under or using the Premises by license of Tenant, or for the foreclosure of any lien for labor or material furnished to or for Tenant or any such other person or otherwise arising out of or resulting from any act or transaction of Tenant or of any such other person, Tenant covenants to save and hold Landlord harmless from any judgment rendered against Landlord or the Premises or any part thereof, and all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in or in connection with such litigation.

24.7 Time. Time is of the essence of this Lease and each and every provision hereof, except as to the conditions relating to the delivery of possession of the Premises to Tenant.

24.8 Binding Effect; Choice of Law. Subject to Article 18 and Section 24.2 hereof, all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Lease shall be governed by the laws of the state in which the Business Center is located. Venue for all court proceedings or alternative forms of dispute resolution proceedings shall be the County in which the Business Center is located.

24.9 Waiver. No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any other covenant, term or condition. Acceptance by Landlord of any performance by Tenant after the time the same shall have become due shall not constitute a waiver by Landlord of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by Landlord in writing.

24.10 Surrender of Premises. The voluntary or other surrender of this Lease by Tenant, or the mutual cancellation or termination hereof, shall not work a merger but shall, at the option of Landlord, either terminate any and all existing franchises, concessions, licenses, subleases and other operating arrangements or operate as an assignment to Landlord thereof, whether or not the same were made in violation of the provisions of this Lease.

24.11 Failure to Surrender; Holding Over. If the Premises are not surrendered at Lease Termination in the condition required by this Lease, Tenant shall indemnify, defend with counsel reasonably acceptable to Landlord, and hold Landlord and the Landlord Related Parties harmless from

and against all Claims and Liabilities resulting from delay by Tenant in so surrendering the Premises including, without limitation, any claims made by any succeeding tenant founded on such delay and costs incurred by Landlord in returning the Premises to the required condition. If Tenant remains in possession of the Premises after Lease Termination without Landlord's consent, such hold over shall not constitute a renewal or extension of the Term, Tenant's continued possession shall be on the basis of a tenancy at sufferance, and Tenant shall be liable to Landlord for the reasonable rental value of the Premises (which shall in no event be less than one hundred fifty percent (150%) of the Base Rent due in the calendar month preceding Lease Termination) plus all other amounts payable by Tenant under this Lease. If Tenant holds over after Lease Termination with Landlord's consent, such holding over shall be construed as a month to month tenancy, at one hundred fifty percent (150%) of the Base Rent for the month preceding expiration or sooner termination of this Lease in addition to all other Rent due under this Lease, and shall otherwise be on the terms and conditions of this Lease, except those provisions relating to Landlord's Work, the requirement that any Concessions be provided by Landlord, Term or any options to extend or renew, which provisions shall be of no further force and effect. Tenant's obligations under this Section 24.11 shall survive Lease Termination. Landlord's acceptance of Rent from the Tenant when the Tenant is holding over without express written consent does not convert Tenant's tenancy from a tenancy at sufferance to a month to month tenancy.

24.12 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, except the obligations imposed with regard to Base Rent, Additional Rent and other charges to be paid by Tenant pursuant to this Lease.

24.13 Brokerage Fees. Tenant represents and warrants to Landlord that no broker, finder or other intermediary has acted in this matter on behalf of Tenant so as to be entitled to a commission except LCB Associates. Tenant agrees to indemnify, defend and save and hold harmless Landlord, of from and against any and all loss, cost, expense, damage or liability (including attorney's fees and costs) paid or incurred by Landlord should the foregoing representation by Tenant be untrue in any respect.

24.14 Waiver of Jury Trial. To the extent then authorized by law as of the time of any actual litigation between them and to the extent not already encompassed within the various agreements to arbitrate otherwise contained herein, and as an alternative to arbitration should arbitration for any reason not be enforced, Landlord and Tenant waive their respective rights to trial by jury of any contract or tort claim, counterclaim, cross-complaint, or cause of action in any action, proceeding, or hearing brought by either party against the other on any matter arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, or Tenant's use or occupancy of the Premises, including any claim of injury or damage or the enforcement of any remedy under any current or future Laws.

24.15 No Partnership. It is agreed that nothing contained in this Lease shall be deemed or construed as creating a partnership, joint venture or similar business arrangement between Landlord and Tenant or between Landlord and any other party, or cause Landlord to be responsible in any way for the debts or obligations of Tenant or any other party.

24.16 Tenant's Authority. If Tenant is a corporation, partnership or other entity, Tenant and each individual signing this Lease on behalf of Tenant represents and warrants that Tenant is duly formed and in good standing, that each individual signing this Lease is duly authorized to execute and deliver this Lease on behalf of Tenant and to bind Tenant to this Lease in accordance with Tenant's governing documents, and that this Lease is binding upon Tenant in accordance with its terms. At

Landlord's request, Tenant shall provide Landlord with corporate resolutions or other proof in a form acceptable to Landlord, of the authorizations described in this Section 24.16.

24.17 Interest. All Rent due hereunder, if not paid when due, shall bear interest at the Stipulated Rate from the date due until paid, except as provided in Section 4.3 (relating to late charges). This provision shall survive Lease Termination. Despite any other provision of this Lease, the total liability for interest payments shall not exceed the limits, if any, imposed by the usury laws of the State of California. Any interest paid in excess of those limits shall be refunded to Tenant by application of the amount of excess interest paid against any sums outstanding in any order that Landlord requires. If the amount of excess interest paid exceeds the sums outstanding, the portion exceeding those sums shall be refunded in cash to Tenant by Landlord. To ascertain whether any interest payable exceeds the limits imposed, any non-principal payment (including late charges) shall be considered to the extent permitted by law to be an expense, fee or premium rather than interest. Payment of any such interest shall not excuse or cure any default by Tenant under this Lease. As used in this Lease, "**Stipulated Rate**" means an interest rate equal to the greater of the following: (i) the discount rate of the Federal Reserve Bank of San Francisco plus five (5%) percent per annum, as of the twenty-fifty (25th) day of the month immediately preceding the date any Rent becomes due, on advances to member banks under Section 13 and 13(a) of the Federal Reserve Act, as now in effect or hereafter from time to time amended, or (ii) ten percent (10%) per annum.

24.18 No Reservation of Premises. Neither the negotiation of the terms of this Lease nor the submission thereof for examination or signature shall constitute a reservation of the Premises or any space within the Business Center, or any option to lease, or an agreement to enter into a lease, and this instrument shall not be effective as a lease or otherwise until executed and delivered by both Landlord and Tenant.

24.19 Modification for Lender. If any lender of Landlord or any ground lessor of any portion of the Business Center requests reasonable modifications in this Lease, Tenant shall not unreasonably withhold, delay or defer its consent thereto, provided that such modifications do not materially increase the obligations of Tenant hereunder or materially and adversely affect the leasehold interest hereby created or Tenant's rights hereunder.

24.20 Survival of Indemnities. All indemnification, defense, and hold harmless obligations of Landlord and Tenant under this Lease shall survive Lease Termination.

24.21 Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Signatures to this Lease created by the signer by electronic means and/or transmitted by telecopy or other electronic transmission shall be valid and effective to bind the party so signing.

24.22 Entire Agreement. This Lease and the exhibits and schedules attached hereto contain all of the agreements and conditions made between Landlord and Tenant with respect to the Premises and the leasing thereof to Tenant, and may not be modified orally or in any other manner other than by written agreement signed by all parties hereto or their respective successors in interest. This Lease supersedes and revokes all previous negotiations, letters of intent, lease proposals, brochures, agreements, representations, promises, warranties, and understandings, whether oral or in writing, between the parties or their respective representatives or any other person purporting to represent Landlord or Tenant with respect to the Premises and the leasing thereof to Tenant.

[Signatures appear starting the next page.]

IN WITNESS WHEREOF, the parties hereto have executed this Lease to be effective as of the date of execution hereof by Landlord and Tenant.

LANDLORD:

MARINA BAY PARTNERS, LLC,
a California limited liability company

By: _____

Name: Richard R Poe

Its: Manager

TENANT:

Amethod Public Schools

By: _____

Name: _____

Its: Director

EXHIBIT A

SITE PLAN FOR AMETHOD PUBLIC SCHOOLS

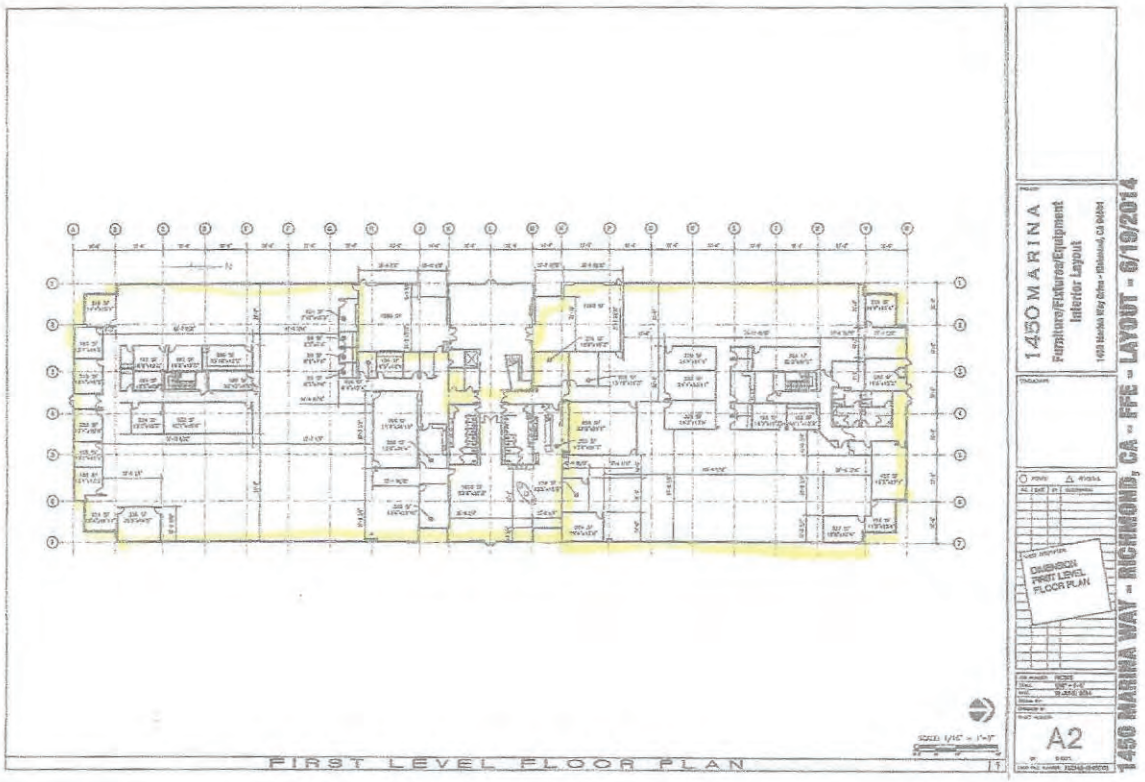


EXHIBIT B

LANDLORD'S WORK

Landlord shall separately meter space with PG&E. The cost of the separate metering which is approximately $40,000 will be the Landlord's responsibility.

EXHIBIT C

TENANT'S WORK

Tenant is responsible for work associated with the school to separately demise the space, and buildout for classrooms, cafeteria, landscaping, play areas per an agreed upon plan. Landlord maintains the right to reasonably approve any and all improvements. Landlord will reimburse Tenant up to Eight Dollars and Seventy Five Cents ($8.75) per rentable square foot for Tenant Improvements 30 days after Tenant occupies premises. Tenant will provide copies of all invoices and cancelled checks for Tenant Improvements. Tenant shall be responsible for any construction or any improvements on the initial premises.and any labor, permits if required, necessary to operate Tenant's Companies above and beyond the Landlord's Work stated in EXHIBIT B.

EXHIBIT D
ACKNOWLEDGMENT OF COMMENCEMENT

LANDLORD:

TENANT:

BUSINESS CENTER:

LOCATION: 1450 Marina Way South, Richmond, California

For the Lease dated _____ __, 201_.

This is to certify:

I. That the undersigned Tenant occupies the premises commonly known and designated as 1450 Marina Way South, Richmond, California.

II. That Landlord delivered possession of the premises to the undersigned Tenant on _____, 20__ (referred to in the Lease and hereinafter as the "Commencement Date"). The Rent Commencement Date (as such term is used in the Lease) is _____, 20__.

III. That the Lease Term commenced on the Commencement Date.

IV. That as of the date hereof, the undersigned Tenant is entitled to no credit, offset or deduction in rent.

V. That all construction to be performed by Landlord is complete and has been accepted by Tenant.

VI. That the undersigned Tenant claims no right, title or interest in the above described premises, or right to the possession of said premises other than under the terms of said Lease, and that there are no written or oral agreements affecting tenancy other than the Lease.

Dated this _____ day of _____, 201_

LANDLORD:

MARINA BAY PARTNERS, LLC,
a California limited liability company

By:_____
Name:_____
Its:_____

TENANT:

Amethod Public Schools

By:_____
Name:_____
Its:_____

EXHIBIT "E"

RULES AND REGULATIONS OF THE PREMISES

1. Landlord shall have the right to control and operate the public portions of the Building and the public facilities, as well as facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally. No tenant shall invite to the Premises or permit the visit of persons in such numbers or under such conditions as to interfere with the use and enjoyment of the Building, its entrances, corridors, elevators, parking facilities, and grounds referred to herein as the Premises.

2. Landlord reserves the right to exclude or expel from the Premises any person who, in the judgment or Landlord is intoxicated or under the influence of liquor or drugs, or who shall, in any manner, do any act in violation of any of the Rules and Regulations of the Premises or in violation of any law, order, ordinance, or governmental regulation.

3. Canvassing, soliciting, or peddling in the Premises is prohibited and each tenant shall cooperate to prevent the same.

4. Sidewalks, doorways, vestibules, halls, stairways, and similar areas shall not be obstructed by tenants or their officers, agents, servants, and employees, or used for any purpose other than ingress and egress to and from the Premises and for going from one part of the Building to another part of the Building.

5. Plumbing fixtures and appliances shall be used only for the purposes for which constructed, and no sweeping, rubbish, rags or other unsuitable material shall be thrown or placed therein. Any stoppage or damage resulting to any such fixtures or appliances from misuse on the part of a tenant or such tenant's officers, agents, servants, and employees shall be paid by such tenant.

6. No signs, posters, advertisements, or notices shall be painted or affixed on any of the exterior windows or exterior doors or other part of the Premises visible from outside the Premises, except of such color, size and style, and in such places, as shall be first approved in writing by the Landlord. Tenant shall use its best efforts to minimize the number and size of all penetrations created by nails, hooks, screws, or other hardware.

7. A directory will be placed by the Landlord, at Landlord's own expense, in the lobby of the Building. No other directories shall be permitted without Landlord's approval.

8. Landlord shall have the power to prescribe the weight and position of safes or other heavy equipment, which may over stress any portion of the floor. All damage done to the Building by the improper placing of heavy items, which overstress the floor, will be repaired at the sole expense of tenant.

9. Tenant shall notify the Building Manager when safes or other equipment are to be taken into or out of the building. Moving of such items shall be done only after receiving permission from the Landlord and under its supervision.

10. All service vehicles must use and all deliveries must be made via the loading dock located in the

east side of the Building. Deliveries within the Building shall be made by using service elevators during hours which will be determined by Landlord from time to time.

11. Tenant shall cooperate with Building employees in keeping the Premises neat and clean

12. Nothing shall be swept or thrown into the corridors, halls, elevator shafts, or stairways. No animals or any other creatures shall be brought into or kept in or about the Building, excluding Guide Dogs for the Blind.

13. Should a tenant require telegraphic, telephonic, annunciator, or any other communication service, the Landlord will direct the electricians and installers where and how the wires are to be introduced and placed, and none shall be introduced or placed except as the Landlord- shall direct.

14. Tenant shall not make or permit any unseemly, disturbing, or improper noises, odors or vibrations on the Premises, nor permit the premises to be occupied or used in a manner offensive or objectionable to the Landlord or other Tenants, nor otherwise interfere in any way with other tenants, or persons having business with them.

15. No equipment of any kind shall be operated on the Premises that could, in any way, unreasonably annoy any other tenant in the Building without the prior written consent of the Landlord.

16. Tenants shall not use or keep in the Building any inflammable or explosive fluid or substance or any illuminating material, unless it is battery powered, UL approved.

17. Landlord has the right but not the obligation to evacuate the Premises in event of emergency or catastrophe.

18. All electrical fixtures hung in the Premises must be fluorescent and of quality, type, design, bulb color, size, and general appearance approved *by* Landlord.

19. No water cooler, air conditioning unit of system, or other apparatus shall be installed or used by Tenant without prior written consent of Landlord, which consent shall not be unreasonably with

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20. No awnings or other projections over or around the windows or entrances of the Premises shall be installed by any tenant. Tenant shall not change or alter the window coverings in any manner.

21. Landlord is not responsible to any tenant for the non-observance or violation of the Rules and Regulations by any other tenant.

22. No tenant shall, at any time, occupy any part of the Premises as sleeping or lodging quarters.

23. No tenant shall obtain or accept for use in the Demised Premises, barbering, or bootblacking from any person not authorized by Landlord in writing to furnish such services.

24. Tenant shall not advertise the business, profession, or activities of Tenant in any manner, which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining thereto or use the name of the Premises for any purpose other

than that of the business address of Tenant.

25. Landlord reserves the right to rescind any of these rules and make such other and further reasonable, non-discriminatory rules and regulations as in the judgment of Landlord shall from time to time be needed for the safety, protection, care, and cleanliness of the Premises, the operation thereof, the preservation of good order therein, and the protection and comfort of its tenants, their agents, employees and invitees, which rules when made and notice thereof given to a- tenant shall be binding upon him in like manner as if originally herein prescribed.

26. Tenant shall exercise control over its employees, agents, and invitees so that they do not litter the Premises and shall be responsible for any additional expense, which Landlord incurs to remedy any littering by such persons.

First Amendment to Office lease

This is the first Amendment To office lease, dated 5 day of December, 2014, between Marina Bay Partners LLC, ("Landlord") and AMETHOD PUBLIC SCHOOLS ("TENANT").

RECITALS

A. Landlord and Tenant are parties to that certain Lease dated Oct 28, 2014 (the "Lease"). The Lease covers a 2 story building (the "building") containing approximately 95,265 rentable square feet known as 1450 Marina Way South, Richmond, California. Tenant premises contain approximately 46,688 square feet of leasable area (the "Original Premises").

AMENDMENT

For good and valuable consideration, the adequacy and receipt of which are hereby acknowledged by Landlord and Tenant, intending to be legally bound hereby, agree as follows.

Under Exhibit C Tenant's work as stated in the lease, Tenant is responsible for work associated with the school to separately demise the space, and build out for classrooms, cafeteria, and play areas per an agreed upon plan. Landlord maintains the right to reasonably approve any and all improvements. Landlord will reimburse Tenant up to Eight Dollars and Seventy five cents ($ 8.75) per rentable square foot for Tenant Improvements 30 days after tenant occupies the premises. Tenant will provide copies of all invoices and cancelled checks for Tenant Improvements. Tenant shall be responsible for any construction or any improvements on the initial premises and any labor, permits, if required, necessary to operate Tenant's Companies above and beyond the Landlord's work stated in Exhibit B.

Tenant option, (which must be exercised in writing by Feb 1st, 2015 to take effect) can increase reimbursement for tenant's work under the same terms and conditions in Exhibit C as stated above, up to an additional $200,000 for Tenant Improvements, which will result in Article 4 Section 4.1 Base Rent to be increased to $1.48 triple net subject to increases in accordance with Section 4.2 and reconciliation in accordance with Section 4.6.

Tenant has a second option, (which must be excised in writing by March 1st, 2015) to increase reimbursements for tenants' work under the same terms and conditions in Exhibit C as stated above by an additional $200,000 (provided first option was exercised by Feb 1st, 2015) under the same terms and conditions of Exhibit C which will result in Article 4 Section 4.1 Base Rent to be increased to $1.50 triple net subject to increases in accordance with Section 4.2 and reconciliation in accordance with section 4.6.

Tenant further reconfirms the removal of all Lease contingencies, and the Lease is in full force and effect.

B. EFFECT OF THIS AMENDMENT: except as expressly amended hereby, the Lease remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the date first written

LANDLORD:

Marina Bay Partners, LLC

By: _____

Print Name: Richard R. Poe

Title: Its Manager

TENANT:

AMETHOD PUBLIC SCHOOLS

BY: _____

Print NAME: Jackie Lopez

Title: Executive Director

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (the "Second Amendment") is dated this ___1___ day of April , 2015 (the "Effective Date") between **MARINA BAY PARTNERS, LLC** ("Landlord") and **AMETHOD PUBLIC SCHOOLS,** a California corporation ("Tenant").

RECITALS

A. Landlord and Tenant are parties to that certain Lease dated October 28, 2014, (the "Lease"). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Lease.

B. The Lease currently covers the bulk of the first floor (of a two story office building - the "Building") which contains approximately 47,632 square feet of leasable area, . and is located 1450 Marina Way South, Richmond, California.

C. The entire second floor (and a small portion of the first floor) of the Building (the "Chevron Premises") is currently leased by Landlord to Chevron U.S.A. Inc., pursuant to the terms of that certain Office Lease dated October 29, 2006, as amended by that certain First Amendment to Office Lease –Renewal, dated November 10, 2011, and a Second Amendment-Renewal dated October 31, 2014, (collectively, the "Chevron Lease"). The current term of the Chevron Lease expires on January 31, 2018, after which Chevron has two additional options to extend the Lease term for three (3) years each.

D. Landlord will provide tenant with a six months written notice that the second floor premises Chevron lease will be terminated . Upon termination of the Chevron Lease for whatever reason (including without limitation an early termination of said lease), the parties hereto desire to expand the Premises subject to the Lease so that it includes all of the Building. This would add approximately 49,910 square feet to the Premises and allow Tenant to use entire parking lot dedicated to the Building..

E. The current term of the Lease is 15 years, commencing on May 1, 2015. The parties desire to immediately increase the term to 20 years.

F. Tenant has one option to extend the Lease Term for five (5) years. The parties desire to increase the term of the option to ten (10) years.

G. The parties desire to modify certain terms of the Lease as set forth hereinafter.

H. Landlord to provide tenant with up to $ 400,000 tenant improvement allowance for the second floor expanded premises .

AMENDMENT

For good and valuable consideration, the adequacy and receipt of which are hereby acknowledged by Landlord and Tenant, intending to be legally bound hereby, agree as follows:

1. **EXPANDED PREMISES.** Beginning on the first day of the month following the date the Landlord gives Tenant "Expansion Notice" (as defined below, said first day of the month, the "Expanded Premises Commencement Date"), the Premises shall be automatically increased to include Chevron Premises and all Common Areas, and thereby consist of the entire Building and 100% of all parking spaces dedicated to the Building. Landlord shall promptly give Tenant notice when the Chevron Lease has terminates (the "Expansion Notice). Landlord will not allow Chevron further Lease extensions, except for existing options under the Chevron Lease.

2. **RENT and EXPENSES FOR THE EXPANDED PREMISES.** As of the Expanded Premises Commencement Date, all of the terms of the Lease and Tenant's current obligation under the Lease shall apply with equal force to the entire Premises, as increased under paragraph 1 hereof. For clarification, and without limitation, as of the Expanded Premises Commencement Date:

a) the Base Rent per square foot then charged under paragraph 4.1 as of the time of the Expansion Notice, shall apply to the entire Premises as of the Expanded Premises Commencement Date; .

b) Tenant's share or reimbursement obligations for Operating Expenses, Real Property Taxes, HVAC Preventive Maintenance, Landlord's insurance, and Common Area Expenses shall increase to 100% of said items;

c) Paragraph 8.2 of the Lease (Tenant's payment of utilities and janitorial services) and Article 9 (Tenant's obligations to repair, replace and maintain the Premises) shall apply to the entire Premises, as increased under Paragraph 1.

d) The Term of the Lease shall not be affected, and shall apply to the entire Premises.

e) The Tenant being a school, can apply directly to the County Assessor's Office for a refund on property taxes paid on the property on the portion the school occupies, it is understood the Richmond RDA CFD 98-1 doesn't qualify for a refund under the tax refund rules. The claim form asks for a description of the school and the property. A copy of the lease must also be attached. In addition, the County may ask for a copy of the charter. The claim form must be submitted to the County Assessor's Office each year by February 15th and is for the following fiscal year. For example, the form due February 15, 2016 is for the 2014-15 fiscal year.

3. TENANT IMPROVEMENTS FOR THE EXPANDED PREMISES. Tenant is responsible for work associated with the school for the buildout for classrooms, per an agreed upon plan. Landlord maintains the right to reasonably approve any and all improvements. Landlord will reimburse Tenant up to Eight Dollars and Two Cents ($8.02) per rentable square foot for Tenant Improvements 30 days after Tenant occupies premises. Tenant will provide copies of all invoices and cancelled checks for Tenant Improvements. Tenant shall be responsible for any construction or any improvements on the expanded premises.and any labor, permits if required, necessary to operate Tenant's facility.

4. COMMON AREAS. As the Common Areas described in paragraph 17.1 and 17.4 of the Lease (other than the roof and structural portions of the Premises) shall be included in the Premises as of the Expanded Premises Commencement Date, and Landlord shall have no further obligation with respect to those areas and Tenant shall be solely responsible for the maintenance, repair and operation of said Common Areas (other than the roof and structural portions of the Premises, which shall remain subject to the current terms of paragraph 9.1 and Article 17 of the Lease, including the Tenant reimbursement provisions set forth therein). Without limiting the foregoing, Tenant and not Landlord shall be required to fulfill all obligations formerly imposed on Landlord in Paragraph 17.4, and incur and pay all Common Area Expenses, except those relating to the roof and structural portion of the Premises.

5. SUBLEASE RIGHTS. Following the Expanded Premises Commencement Date, and notwithstanding anything contained in Article 18 of the Lease, a change in use by a proposed subtenant of Tenant shall not be grounds for Landlord to reasonably withhold its consent to a proposed sublease. This sublease will not relieve Tenant from any obligations under the Lease.

6. EXTENDED TERM. The term of the Lease is hereby extended (i.e., on the Effective Date, and not the Expanded Premises Commencement Date) from fifteen (15) years to twenty (20) years. Also, the one option to extend the Term set forth in the Lease is extended from five (5) years to ten (10) years.

7. CONDITION of PREMISES. On the Expanded Premises Commencement Date Tenant shall accept the former Chevron Premises, in its then current condition, AS IS, provided that landlord shall ensure that all building systems are in good working order, consistent with Paragraph 7.2 of the Lease. Landlord shall have no obligation to reimburse Tenant for any of Tenant's work in said former Chevron Premises, and Exhibit C of the Lease shall not apply to said space. Without limiting the application of other Lease provisions the former Chevron Premises, Tenant acknowledges that Paragraph 7.3 applies to said space.

8. FINANCIAL REPORTING. Tenant to provide to Landlord annual audited financial statements by an independent certified auditor for Tenant's fiscal year to be provided within 3 months of the fiscal year-end.

9. NOTICES. The reference to Holland & Knight in the Lease is deleted and replaced with:

Steven J. Cramer | Wendel Rosen Black &Dean LLP
Phone (510) 834-6600 | Direct Fax (510) 808-4682
1111 Broadway, 24th Floor | Oakland, CA 94607-4036
Email *scramer@wendel.com*

8 EFFECT OF THIS AMENDMENT. Except as expressly amended hereby, the Lease remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the date first above written.

LANDLORD:	**TENANT:**
MARINA BAY PARTNERS, LLC	AMETHOD PUBLIC SCHOOLS
By: _____	By: _____
Print Name: Richard R Bar	Print Name: Jorge Lopez
Title: Manager	Title: Chief Executive Officer

FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (the "First Amendment") is dated to be effective this 18th day of October, 2016 (the "Effective Date") between **MARINA BAY PARTNERS, LLC** ("Landlord") and **AMETHOD PUBLIC SCHOOLS,** a California corporation ("Tenant").

RECITALS

A. Landlord and Tenant are parties to that certain Lease dated October 28, 2014, as amended (the "Lease"). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Lease.

B. The parties desire to clarify certain terms of the Lease as set forth hereinafter.

AMENDMENT

For good and valuable consideration, the adequacy and receipt of which are hereby acknowledged by Landlord and Tenant, intending to be legally bound hereby, agree as follows:

1. Base Rent. For clarification, the Base Rent per square foot set forth in the Lease (i.e., $1.45 in the original Lease) reflects the amount due each month. The parties enter into this clarifying amendment simply to confirm their intent, and long course of dealing, and are not altering the underlying economic provisions of the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to executed as of the date first above written.

LANDLORD:

MARINA BAY PARTNERS, LLC

By: _____
Print Name: Richard R Pon
Title: Its Manager

TENANT:

AMETHOD PUBLIC SCHOOLS

By: _____
Print Name: _____
Title: Chief Executive Officer

WONDERFUL
FOUNDATIONS

April 12, 2024

WFCS Holdings, LLC
c/o Grow Schools
1000 SW Broadway, Ste. 1800
Portland, OR 97205

Bill to:

Amethod Public Schools
1450 Marina Way South, 1st Floor
Richmond, CA 94804

Re: Notice of Rental Adjustment Pursuant to Lease

Dear Tenant:

The purpose of this letter is to notify you of a forthcoming increase in your Base Rent.

Pursuant to your Lease Agreement your Base Rent will increase from $185,264.47 to $190,822.41, an increase of 3.00% as per your Lease.

The first payment at the rate of $190,822.41 is due on May 1, 2024.

Please update your records accordingly, and should you have any questions please do not hesitate to contact us at your convenience.

Thank you very much.

Sincerely,

Mary Dillon
Portfolio Asset Manager

Budget Narrative & Cash Flow Statement

Below is the financial information and narrative for the proposal of the Richmond Charter Academy. The financial statements include a 4-year pro-forma annual budget and monthly cash flow statement (the current year plus 3 years of operations for 2024-25 through 2027-28 inclusive).

Students: Enrollment, Demographics and Average Daily Attendance

Revenues for the Richmond Charter Academy will largely depend on the number of students enrolled and their attendance. Average Daily Attendance (ADA) is the aggregate attendance during a reporting period divided by the number of days the school is in session during that period. ADA is used to calculate many of the revenue sources. To allow for conservatism, this budget assumes a 95% attendance rate.

Richmond Charter Academy has the capacity to host up to 330 students, but due to conservative budgeting, we are targeting the enrollment of 300 in 2024-25 and 320 in 2025-26. The following table shows the Richmond Charter Academy's projected enrollment and ADA.

Table A: Enrollment & ADA

	2024-25	**2025-26**	**2026-27**	**2027-28**
	Year 1	*Year 2*	*Year 3*	*Year 4*
Projected Enrollment & ADA by Grade				
6th Grade	100	110	110	110
7th Grade	100	110	110	110
8th Grade	100	100	110	110
Total Projected Enrollment	**300**	**320**	**330**	**330**
Average Daily Attendance (ADA)				
ADA %	95%	95%	95%	95%
Total	**285.00**	**304.00**	**313.50**	**313.50**

Revenues

Factoring in all revenues at the school, average per-pupil funding is expected to be around $20,750/ADA at Richmond Charter Academy. LCFF state revenue streams provide the largest source of funding, making up about 67% of the average of Richmond Charter Academy's total revenues.

All revenues are monitored throughout the year as various funding estimates are refined and recalculated.

Table B: Summary of Projected Revenues

	2024-25	2025-26	2026-27	2027-28
	Year 1	*Year 2*	*Year 3*	*Year 4*
Summary of Revenue Programs				
State Aid - Revenue Limit	$3,715,470	$4,041,634	$4,316,014	$4,472,637
Federal Revenue	346,423	254,715	263,674	261,204
Other State Revenue	1,592,983	1,686,598	1,647,580	1,667,065
Other Local Revenue	377,854	383,611	94,990	94,990
Total Revenues	**$6,032,730**	**$6,366,559**	**$6,322,258**	**$6,495,896**
State Revenues as % of Total	*61.6%*	*63.5%*	*68.3%*	*68.9%*
Revenues per ADA	*$21,167*	*$20,943*	*$20,167*	*$20,721*

State Revenues

State Revenues are estimated based on specific programs as identified below, with the majority of funding dependent upon the annual State budget and the school's student population.

Principal Apportionment

The LCFF FCMAT calculator (FCMAT Version v25.2b released 01/17/2025) was used to determine the LCFF projections for each year of the above revenue projections which are based on expected student ADA and the expected unduplicated count of students at Richmond Charter Academy of 79%.

These projections show that in year 1, a total of $448,150 or $ 1,572.46 per ADA, of the principal apportionment ADA funding will be disbursed via the Education Protection Account. Approximately 27% of the LCFF revenues (or $3,700 per ADA) are projected to be disbursed via In-Lieu Property Taxes (ILPT).

Table C: Projected State Revenues

	2024-25	2025-26	2026-27	2027-28
	Year 1	*Year 2*	*Year 3*	*Year 4*
State Aid - Revenue Limit				
LCFF State Aid	$2,202,357	$2,416,031	$2,621,837	$2,759,486
Education Protection Account	448,150	489,643	522,718	541,692
In Lieu of Property Taxes	1,064,963	1,135,960	1,171,459	1,171,459
Total State Revenue	**$3,715,470**	**$4,041,634**	**$4,316,014**	**$4,472,637**

Federal Revenues

Special Education

Richmond Charter Academy provides special education services and will work with the El Dorado Charter SELPA to ensure resources are provided to ensure compliant, efficient and effective delivery of services. Richmond Charter Academy's state special education funding includes general state aid of $865/ADA, after the SELPA fee of 3.5%. In addition to state special education funding, the revenue projection for Richmond Charter Academy also assumes $130/ADA of federal special education funding.

Free and Reduced-Price Meal Eligibility

The federally funded National School Lunch Program provides free and reduced-price meals for lunch and breakfast to eligible students, based on parent/guardian income levels. For this budget, we assume that the percentage of our students eligible to receive federal funding reimbursements will be about 79%. Additional receipts from paid student meals have not been included for conservatism and in consideration of universal free meals, especially since we do not have historical information. Food expenses for this program are shown below; serving staff expenses are included in classified salaries and benefits OR contracted services.

Title Programs

Based on roughly 79% of students qualifying for free and reduced prices meals, the Richmond Charter Academy has also included Title funds based on the school's historical funding.

Table D: Projected Federal Revenues

	2024-25	2025-26	2026-27	2027-28
	Year 1	*Year 2*	*Year 3*	*Year 4*
Federal Revenue				
Special Education - Entitlement	$37,050	$37,050	$39,520	$37,050
Federal Child Nutrition	92,309	98,463	101,540	101,540
Title I, Part A - Basic Low Income	89,706	95,686	98,677	98,677
Title II, Part A - Teacher Quality	12,671	13,516	13,938	13,938
Title V, Part B - PCSG	10,000	10,000	10,000	10,000
Other Federal Revenue	104,687	-	-	-
Total Federal Revenue	**$346,423**	**$254,715**	**$263,674**	**$261,204**

Other State Revenues

Lottery & Mandated Block Grant

Lottery funding is based upon a projection of $273 per ADA per year. Lottery funds are mainly allocated for general purpose use with nearly 25% of the funds restricted to instructional materials. Projections for the Mandated Block Grant are assumed at $20.06/ADA for grades K-8.

Charter School Facility Grant (SB740)

Richmond Charter Academy is projected to have a FRPM Eligibility of over the 55% requirement to qualify for the SB740 facility grant. As a result, the budget does include the SB740 funding based on the lesser of $ $1,436 per ADA.

Expanded Learning Opportunity Program (ELOP)

As mentioned earlier, the Richmond Charter Academy is modeled to have an unduplicated student percentage (UPP) of 79%. ELOP is paid on the prior year ADA and UPP and is funded to school serving students TK-6 at a rate of Unduplicated Percentage times $2,750 times ADA. In the case of the Richmond Charter Academy that means they will receive an average of $210,000 for the next five fiscal years. ELOP funding is given to extend the learning day to 9 hours and requires the school to be open for 30 non-instructional days. This expense has been included in the rent and personnel categories.

Arts, Music, and Instructional Materials Discretionary Block Grant (AMIMBG)

Richmond Charter Academy Richmond Charter Academy has funds available through the Arts, Music, and Instructional Materials Discretionary Block Grant (AMIMBG). This funding is a part of COVID era relief that was granted to help schools to obtain standards-aligned professional development and instructional materials in specified areas, obtain professional development on improving school culture, develop diverse and culturally relevant book collections, operational costs and COVID personal protective equipment. Richmond Charter Academy has a board approved plan for AMIMBG and plans to spend these funds accordingly. The school was awarded $164,248 in funding and plans to spend the remaining before the funds expire on 6/30/2026.

Learning Recovery Emergency Block Grant (LREBG)

The Learning Recovery Emergency Block Grant (LREBG) provides funding to Richmond Charter Academy to be used for learning recovery initiatives through the 2027-28 school year that, at a minimum, support academic learning recovery, and staff and pupil social and emotional well-being. Richmond Charter Academy has been awarded $438,092, which the school plans to spend $438,092 over the next 4-years.

After School Education and Safety (ASES)

The After School Education and Safety (ASES) Program provides recurring funding to the Richmond Charter Academy to be used for before and after school programs. The ASES Program funds the establishment of local after school education and enrichment programs. These programs are created through partnerships between schools and local community resources to provide literacy, academic enrichment and safe constructive alternatives for students. The Richmond Charter Academy receives an annual projected amount of $162,989 per year based on enrollment.

Table E: Projected Other State Revenues

	2024-25	**2025-26**	**2026-27**	**2027-28**
	Year 1	*Year 2*	*Year 3*	*Year 4*
Other State Revenue				
State Special Education	$246,556	$269,384	$287,581	$298,020
Child Nutrition	15,637	16,680	17,201	17,201
School Facilities (SB740)	388,797	424,794	442,731	451,586
Mandated Cost	5,526	5,717	6,098	6,289
State Lottery	77,805	82,992	85,586	85,586
Other State Revenue	858,662	887,031	808,383	808,383
Total Other State Revenue	**$1,592,983**	**$1,686,598**	**$1,647,580**	**$1,667,065**

Other Local Revenues

Other Fees and Contracts

Richmond Charter Academy has settled a lawsuit with their current landlord, which has awarded the school $583,000 split evenly in two payments over this year and the next.

Contributions, Unrestricted

Richmond Charter Academy receives funding through Measure T, which is included as local unrestricted revenue.

Table F: Projected Other State Revenues

	2024-25	2025-26	2026-27	2027-28
	Year 1	*Year 2*	*Year 3*	*Year 4*
Other Local Revenue				
Other Fees and Contracts	291,500	291,500	-	-
Contributions, Unrestricted	86,354	92,111	94,990	94,990
Total Federal Revenue	**$377,854**	**$383,611**	**$94,990**	**$94,990**

Expenses

The projected expenses through 2027-28 are shown below and are followed by a summary of assumptions for some of the larger expenses.

Table H: Summary of Projected Expenses

	2024-25	2025-26	2026-27	2027-28
	Year 1	*Year 2*	*Year 3*	*Year 4*
Summary of Projected Expenses				
Certificated Salaries	$1,504,347	$1,673,862	$1,730,512	$1,790,988
Classified Salaries	680,092	622,330	644,236	667,622
Employee Benefits	419,371	472,698	488,534	505,439
Total Compensation	**$2,603,810**	**$2,768,890**	**$2,863,281**	**$2,964,049**
Books and Supplies	316,764	338,769	351,436	354,550
Subagreement Services	321,434	227,583	236,123	240,845
Operations and Housekeeping	270,000	288,660	301,196	307,220
Facilities, Repairs and Other Leases	1,069,366	1,081,658	1,137,291	1,160,037
Professional/Consulting Services	658,736	659,721	652,821	819,966
Depreciation	607,000	607,000	607,000	607,000
Interest	-	-	-	-
Total Non-Comp	**$3,243,300**	**$3,203,391**	**$3,285,867**	**$3,489,618**
Total Expenses	**$5,847,110**	**$5,972,281**	**$6,149,149**	**$6,453,667**

Total Compensation - Salaries and Employee Benefits

Total compensation costs (salary and benefits) at capacity remain relatively constant at nearly 46% of total expenses. “Compensation” includes the salary costs of all staff, including those who work full-time and part-time, and includes all staff benefits including social security, Medicare, and workers’ compensation.

Richmond Charter Academy’s teacher staffing levels are based upon enrollment projections. Ratios of Students to Certificated Teachers is expected to be at or below 25:1 over the course of the full 6 years of operations.

Table I: Instructional Staff Ratio

	2024-25	2025-26	2026-27	2027-28
	Year 1	*Year 2*	*Year 3*	*Year 4*
Instructional Staff Ratio				
School Attendance	300.0	320.0	330.0	330.0
Certificated Teacher	12.0	12.8	13.2	13.2
Certificated Pupil Support (including SPED)	1.0	1.0	1.0	1.0
Classified Instructional Aides	9.0	9.0	9.0	9.0
Total Instructional Staff	**22.0**	**22.8**	**23.2**	**23.2**
Student : Instructional Staff Ratio	*13.6*	*14.0*	*14.2*	*14.2*

The staffing tables associated with our financial projections are shown below:

Table J: Staffing Summary

	2024-25	2025-26	2026-27	2027-28
	Year 1	*Year 2*	*Year 3*	*Year 4*
Total Staffing				
Instructional Staff				
Teachers				
6th Grade	5.0	5.0	5.0	5.0
7th Grade	5.0	5.0	5.0	5.0
8th Grade	5.0	5.0	5.0	5.0
Total Teacher	**15.0**	**15.0**	**15.0**	**15.0**
Other Instructional Staff				
Certificated Pupil Support (including SPED)	1.0	1.0	1.0	1.0
Classified Instructional Aides	9.0	9.0	9.0	9.0
Total Other Instructional Staff	**10.0**	**10.0**	**10.0**	**10.0**
Total Instructional Staff	**25.0**	**25.0**	**25.0**	**25.0**
Administrative Staff - Certified				
Dean of Instruction	1.0	1.0	1.0	1.0
Dean of Students	1.0	1.0	1.0	1.0
Site Director	1.0	1.0	1.0	1.0
Total Administrative Staff - Certified	**3.0**	**3.0**	**3.0**	**3.0**
Support and Administrative Staff				
Support Staff - Classified (FTE)	-	-	-	-
Administrative - Classified (FTE)	1.0	1.0	1.0	1.0
Clerical Staff - Classified (FTE)	1.0	1.0	1.0	1.0
Other Staff - Classified (FTE)	2.0	2.0	2.0	2.0
Total Classified Staff	**4.0**	**4.0**	**4.0**	**4.0**
Total Staffing	**32.0**	**32.0**	**32.0**	**32.0**

The average salary structure for key FTE staff positions is listed in the table below. The budget assumes a three percent increase year over year. Note that the projected total salary amounts in Table K also includes support staff costs.

Table K: Average Budgeted Salary by Position

	2024-25	2025-26	2026-27	2027-28
	Year 1	*Year 2*	*Year 3*	*Year 4*
Average Budgeted Salary by Position				
Teacher (including SPED)	$66,678	$77,190	$79,907	$82,807
Administrative Staff - Certified	109,222	112,263	116,215	120,434
Classified Staff (Support and Adminsitrative)	52,315	47,872	49,557	51,356

Table L: Employee Benefits

	2024-25	2025-26	2026-27	2027-28
	Year 1	*Year 2*	*Year 3*	*Year 4*
Employee Benefits				
OASDI	133,199	140,459	145,262	150,390
Medicare	31,152	32,849	33,973	35,172
Health and Welfare	198,437	239,686	248,123	257,130
State Unemployment	15,552	16,660	16,660	16,660
Workers' Compensation	30,985	31,716	32,801	33,959
Other Benefits	10,046	11,327	11,715	12,128
Total Benefits	**$419,371**	**$472,698**	**$488,534**	**$505,439**

The table above lists the total projected annual employer costs for all employee benefits, on a year-by-year basis. Within employee benefits, most benefits are statutory and are determined by either state or federal mandate and are based on current rate factors. These benefits differ by type of employee (i.e. certificated or classified) and by whether they are full-time, part-time and/or hourly employees. Richmond Charter Academy's employees participate in different combinations of Social Security, Medicare, retirement benefits, and workers' compensation depending on position.

Books and Supplies and Food Services

Because this is a continuing school, the core programming cost projections have been carried forward based on historical normal plus an annual expense COLA. Richmond Charter Academy will provide breakfast and lunch for all students and will participate in the National Free and Reduced Lunch Program.

Table M: Books, Supplies, & Food Services

	2024-25	2025-26	2026-27	2027-28
	Year 1	*Year 2*	*Year 3*	*Year 4*
Books & Supplies				
Textbooks and Core Curricula	$85,000	$90,667	$93,500	$93,500
Books and Other Materials	1,000	1,067	1,100	1,100
School Supplies	37,950	40,480	41,746	41,746
Software	54,000	57,600	59,400	59,400
SA Supplies & Materials	2,500	2,550	2,601	2,653
Office Expense	7,500	7,650	7,803	7,959
Custodial Supplies	3,000	3,060	3,121	3,184
Other Food	368	400	421	429
Business Meals	2,500	2,550	2,601	2,653
Noncapitalized Equipment	15,000	15,300	15,606	15,918
Food Services	107,946	117,445	123,538	126,008
Total Books & Supplies	**$316,764**	**$338,769**	**$351,436**	**$354,550**

Other Expenses

Like the above supply costs, because Richmond Charter Academy is a continuing school in their 13th year of operation, the core programming cost projections have been carried forward based on historical normal plus an annual expense COLA.

Table N: Sub-Agreement Services

	2024-25	2025-26	2026-27	2027-28
	Year 1	*Year 2*	*Year 3*	*Year 4*
Subagreement Services				
Special Education	115,000	125,120	131,611	134,243
Substitutes	155,000	50,000	51,000	52,020
Transportation	2,500	2,550	2,601	2,653
Security	13,934	14,213	14,497	14,787
Other Educational Consultants	35,000	35,700	36,414	37,142
Total Subagreement Services	**$321,434**	**$227,583**	**$236,123**	**$240,845**

Special Education Consultants

Special Education Consultant costs include all outside service provider costs estimated at $115,000 in year 1 (plus 2 percent adjustments thereafter). This includes psychological, speech language and occupational therapy services to Richmond Charter Academy's students with IEPs. This cost is in addition to the in-house special education positions included in the personnel costs.

Substitute Teachers

Substitute teacher costs are based on the number of full-time teachers, the number of expected absent days per year and the daily cost of an external staffing agency. These amounts increase after year one based on the increase in the number of staff and an inflation adjustment of 2%. We have chosen to use 2% as this is the FED's target rate for inflation. In 2024-25, we have numerous unfilled teaching positions, necessitating the use of additional

substitutes to cover these vacancies. As a result, the substitute costs for 2024-25 are significantly higher than in subsequent years.

Table O: Professional Services

	2024-25	2025-26	2026-27	2027-28
	Year 1	*Year 2*	*Year 3*	*Year 4*
Professional Services				
IT	$25,000	$27,200	$28,611	$29,183
Audit & Taxes	$20,700	$21,114	$21,536	$21,967
Legal	$20,300	$20,706	$21,120	$21,543
Professional Development	$40,700	$44,282	$46,579	$47,510
General Consulting	$39,591	$43,075	$45,310	$46,216
Fingerprinting	$297	$323	$339	$346
Other taxes and fees	$10,869	$11,826	$12,439	$12,688
Payroll Service Fee	$3,245	$3,531	$3,714	$3,788
Management Fee	$342,659	$361,621	$359,104	$519,672
District Oversight Fee	$37,155	$40,416	$43,160	$44,726
Business Services	$61,305	$66,700	$70,160	$71,563
SPED Encroachment	$654	$712	$748	$763
Legal Settlements	$56,261	$18,217	-	-
Total Professional Services	**$658,736**	**$659,721**	**$652,821**	**$819,966**

Management Fee

RCA is a part of the Amethod Public Schools network and normally pays a 10% fee of all revenues to the network's Charter Management Organization (CMO), which provided services at an economy of scale with 5 other charter schools to save RCA money. Due to budgetary constraints and concerns, the CMO will discount its fees in FY24-25, FY25-26, and FY26-27 to only 6% of revenue and slowly rise fees back to 10% in future years. In FY27-28, the CMO plans to charge a fee of 8% as it returns the fee back to normal.

Business Services

Also, RCA has contracted with Charter Impact to provide financial management services including financial reporting, accounts payable, and general accounting. Fees for these services are budgeted at 1.65% of LCFF revenue.

Facilities Rent

Richmond Charter Academy budgeted $1 million for 2024-25 school year rent payments. In addition to the rent cost, the school budgeted $30,000 in tenant improvement costs.

Table P: Facilities, Repairs and Other Leases Expenses

	2024-25	2025-26	2026-27	2027-28
	Year 1	*Year 2*	*Year 3*	*Year 4*
Facilities, Repairs and Other Leases				
Rent	$1,000,486	$1,025,377	$1,078,569	$1,100,140
Equipment Leases	15,000	15,300	16,094	16,416
Real/Personal Property Taxes	20,000	21,760	22,889	23,347
Repairs and Maintenance - Building	3,880	4,221	4,440	4,529
Repairs and Maintenance	30,000	15,000	15,300	15,606
Total Facilities, Repairs and Other Leases	**$1,069,366**	**$1,081,658**	**$1,137,291**	**$1,160,037**

Table Q: Operations and Housekeeping

	2024-25	2025-26	2026-27	2027-28
	Year 1	*Year 2*	*Year 3*	*Year 4*
Operations and Housekeeping				
Auto and Travel	$2,500	$2,550	$2,601	$2,653
Dues & Memberships	$1,000	$1,020	$1,040	$1,061
Insurance	$75,000	$81,600	$85,833	$87,550
Utilities	$120,000	$130,560	$137,333	$140,079
Janitorial Services	$50,000	$51,000	$52,020	$53,060
Communications	$20,000	$20,400	$20,808	$21,224
Postage and Shipping	$1,500	$1,530	$1,561	$1,592
Total Operations and Housekeeping	**$270,000**	**$288,660**	**$301,196**	**$307,220**

Cash Flow

Historically, cash flow has not been a concern for the school. Richmond Charter Academy enters 2024-25 with over $1.2M in cash and by the 2027-28 school year, it is projected that the Richmond Charter Academy will maintain a 48% cash reserve. The monthly apportionment payments contribute to building a robust cash reserve, while the year-over-year surpluses enable the school to sustain growth and safeguard against potential economic uncertainties and cash flow challenges.

Table R: Statement of Activities & Cash Balance

	2024-25	2025-26	2026-27	2027-28
	Year 1	*Year 2*	*Year 3*	*Year 4*
Statement of Activities				
Revenues				
State Aid - Revenue Limit	$3,715,470	$4,041,634	$4,316,014	$4,472,637
Federal Revenue	346,423	254,715	263,674	261,204
Other State Revenue	1,592,983	1,686,598	1,647,580	1,667,065
Other Local Revenue	377,854	383,611	94,990	94,990
Total Revenues	**$6,032,730**	**$6,366,559**	**$6,322,258**	**$6,495,896**
Expenses				
Certificated Salaries	$1,504,347	$1,673,862	$1,730,512	$1,790,988
Classified Salaries	680,092	622,330	644,236	667,622
Employee Benefits	419,371	472,698	488,534	505,439
Books & Supplies	316,764	338,769	351,436	354,550
Subagreement Services	321,434	227,583	236,123	240,845
Operations and Housekeeping	270,000	288,660	301,196	307,220
Facilities, Repairs and Other Leases	1,069,366	1,081,658	1,137,291	1,160,037
Professional Services	658,736	659,721	652,821	819,966
Depreciation and Interest	607,000	607,000	607,000	607,000
Total Expenses	**$5,847,110**	**$5,972,281**	**$6,149,149**	**$6,453,667**
Increase/(Decrease) of Net Assets	**$185,620**	**$394,277**	**$173,110**	**$42,229**
	3.2%	6.6%	2.8%	0.7%
Beginning Cash Balance	3,783,232	1,179,136	2,154,289	2,778,322
Ending Cash Balance	**$1,179,136**	**$2,154,289**	**$2,778,322**	**$3,199,930**
Cash Balance (% of Expenditures)	**20.2%**	**36.1%**	**45.2%**	**49.6%**

Revenues

Since revenues fluctuate and are received from multiple sources, accurate cash projections are vital to the maintenance of a healthy financial position. The greatest cash flow challenge is correctly predicting the flow of federal and state revenue sources. California law specifies the payment schedule for State Aid funds. Although this schedule is subject to legislative and regulatory change, the California Department of Education (CDE) has committed to a 5-5-9 payment schedule. We have used this schedule to project our cash flow position for the Richmond Charter Academy. To be conservative, we have assumed that all funds will be received in the month following their scheduled payment. We assumed no deferrals in these projections.

State Aid – Revenue Limit

The State Aid – Revenue Limit funds come from a combination of three sources: In Lieu Property Taxes, State Aid, and Education Protection Account. The district where the school is located pays the Charter School an In-Lieu Property Tax amount per ADA near the end of each month. State Aid is due from the state on or before the end of the month and is paid monthly

from July to June on a 5-5-9 schedule. Based on the typical timing of funds coming through the County Treasurer to a school bank account, we have assumed a one-month delay in the payments. The Economic Protection Account flows quarterly in September, December, March and June. Again, for conservatism, we have assumed that all receipts will be delayed to the month following their scheduled payment.

Expenses

The most significant part of Richmond Charter Academy's cost structure is staff compensation, which is generally paid evenly throughout the year except in July and June when most staff are not working. Most of the curriculum costs are front-loaded to the beginning of the school year.

Fund Balance

Richmond Charter Academy's fund balance continues to strengthen year after year. The site leadership team will keep monitoring the budget and make the necessary adjustments to ensure that the ending balance grows steadily and sustainably.

Table S: Statement of Fund Balance

	2024-25	2025-26	2026-27	2027-28
	Year 1	*Year 2*	*Year 3*	*Year 4*
Fund Balance				
Beginning Fund Balance	($506,509)	($320,889)	$73,388	$246,498
Increase/(Decrease) in Net Assets	185,620	394,277	173,110	42,229
Ending Fund Balance	**($320,889)**	**$73,388**	**$246,498**	**$288,726**
Fund Balance (% of Expenditures)	**-5.5%**	**1.2%**	**4.0%**	**4.5%**

Restricted Funding and Tracking

The budget for the Richmond Charter Academy has been built on a methodology where all restricted funding has been balanced with an offsetting expense to encumber expenses in the same year that the restricted revenue is recognized. For any recurring funding, such as ASES, and ELO-P, the school plans to recognize and expend funding in full of each award year. The following tables are samples of our restricted fund and tracking system.

FY24-25

24-25	EPA	SPED	NUTRITION	TITLE I	TITLE II	TITLE IV	SB740	LOTTERY	ASES	ELOP	ESSER III	EEBG	AMIMBG	LREBG	AMG - Prop 28	CCSPP	UNRESTRICTED
Object Code	8012	8181, 8311	8220, 8520	8290	8291	8296	8545	8560	8599	8599	8296	8599	8599	8599	8599	8599	N/A
Resource Code	1400	3310 6500	5310	3010	4035	4127	6030	1100 6300	6010	2600	3213, 3214	6266	6762	7435	6770	6332	N/A
Revenues																	
LCFF Sources	448,150	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,267,320
Federal	-	37,050	92,309	89,706	12,671	10,000	-	-	-	-	104,687	-	-	-	-	-	-
Other State	-	246,556	15,637	-	-	-	388,797	77,805	162,989	197,993	-	10,540	82,124	109,523	43,743	237,500	19,776
Other Local	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	377,854
Total	448,150	283,606	107,946	89,706	12,671	10,000	388,797	77,805	162,989	197,993	104,687	10,540	82,124	109,523	43,743	237,500	3,664,950
Expenses																	
Salaries	336,113	171,064	-	67,280	-	-	-	-	61,121	74,247	-	-	-	82,142	32,807	89,063	1,270,603
Benefits	112,038	42,766	-	22,427	-	-	-	-	20,374	24,749	-	-	82,124	27,381	10,936	29,688	46,891
Books & Supplies	-	-	107,946	-	-	10,000	-	77,805	-	-	-	-	-	-	-	-	121,013
Subagreements	-	115,000	-	-	-	-	-	-	-	-	104,687	-	-	-	-	59,375	42,372
Operations	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	59,375	210,625
Facilities	-	-	-	-	-	-	388,797	-	81,495	98,997	-	10,540	-	-	-	-	489,538
Prof Services	-	700	-	-	12,671	-	-	-	-	-	-	-	-	-	-	-	645,365
Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	607,000
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	448,150	329,529	107,946	89,706	12,671	10,000	388,797	77,805	162,989	197,993	104,687	10,540	82,124	109,523	43,743	237,500	3,433,407
Surplus (Deficit)	$ -	$ (45,923)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 231,543

FY25-26

25-26	EPA	SPED	NUTRITION	TITLE I	TITLE II	TITLE IV	SB740	LOTTERY	ASES	ELOP	EEBG	AMIMBG	LREBG	AMG - Prop 28	CCSPP	UNRESTRICTED
Object Code	**8012**	**8181, 8311**	**8220, 8520**	**8290**	**8291**	**8296**	**8545**	**8560**	**8599**	**8599**	**8599**	**8599**	**8599**	**8599**		**N/A**
Resource Code	**1400**	**3310 6500**	**5310**	**3010**	**4035**	**4127**	**6030**	**1100 6300**	**6010**	**2600**	**6266**	**6762**	**7435**	**6770**		**N/A**
Revenues																
LCFF Sources	489,643	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,551,991
Federal	-	37,050	98,463	95,686	13,516	10,000	-	-	-	-	-	-	-	-	-	-
Other State	-	269,384	16,680	-	-	-	424,794	82,992	162,989	214,303	10,540	82,124	109,523	55,802	237,500	19,967
Other Local	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	383,611
Total	489,643	306,434	115,142	95,686	13,516	10,000	424,794	82,992	162,989	214,303	10,540	82,124	109,523	55,802	237,500	3,955,569
Expenses																
Salaries	367,232	176,195	-	71,765	-	-	-	-	61,121	80,364	-	-	82,142	41,852	89,063	1,326,459
Benefits	122,411	44,049	-	23,922	-	-	-	-	20,374	26,788	-	82,124	27,381	13,951	29,688	82,012
Books & Supplies	-	-	115,142	-	-	10,000	-	82,992	-	-	-	-	-	-	-	130,635
Subagreements	-	117,300	-	-	-	-	-	-	-	-	-	-	-	-	59,375	50,908
Operations	-	-	-	-	-	-	-	-	-	-	-	-	-	-	59,375	229,285
Facilities	-	-	-	-	-	-	424,794	-	81,495	107,152	10,540	-	-	-	-	457,678
Prof Services	-	712	-	-	13,516	-	-	-	-	-	-	-	-	-	-	645,494
Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	607,000
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	489,643	338,256	115,142	95,686	13,516	10,000	424,794	82,992	162,989	214,303	10,540	82,124	109,523	55,802	237,500	3,529,471
Surplus (Deficit)	$ -	$ (31,822)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 426,098

FY26-27

26-27	EPA	SPED	NUTRITION	TITLE I	TITLE II	TITLE IV	SB740	LOTTERY	ASES	ELOP	LREBG	AMG - Prop 28	CCSPP	UNRESTRICTED
Object Code	**8012**	**8181, 8311**	**8220, 8520**	**8290**	**8291**	**8296**	**8545**	**8560**	**8599**	**Object Code**	**Object Code**	**8599**		**N/A**
Resource Code--->	**1400**	**3310 6500**	**5310**	**3010**	**4035**	**4127**	**6030**	**1100 6300**	**6010**	**2600**	**7435**	**6770**		**N/A**
Revenues														
LCFF Sources	522,718	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,793,296
Federal	-	39,520	101,540	98,677	13,938	10,000	-	-	-	-	-	-	-	-
Other State	-	287,581	17,201	-	-	-	442,731	85,586	162,989	228,319	109,523	55,802	237,500	20,348
Other Local	-	-	-	-	-	-	-	-	-	-	-	-	-	94,990
Total	522,718	327,101	118,741	98,677	13,938	10,000	442,731	85,586	162,989	228,319	109,523	55,802	237,500	3,908,634
Expenses														
Salaries	392,039	181,481	-	74,007	-	-	-	-	61,121	85,620	82,142	41,852	89,063	1,367,424
Benefits	130,680	45,370	-	24,669	-	-	-	-	20,374	28,540	27,381	13,951	29,688	167,882
Books & Supplies	-	-	118,741	-	-	10,000	-	85,586	-	-	-	-	-	137,110
Subagreements	-	119,646	-	-	-	-	-	-	-	-	-	-	59,375	57,102
Operations	-	-	-	-	-	-	-	-	-	-	-	-	59,375	241,821
Facilities	-	-	-	-	-	-	442,731	-	81,495	114,160	-	-	-	498,906
Prof Services	-	748	-	-	13,938	-	-	-	-	-	-	-	-	638,135
Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	-	607,000
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	522,718	347,246	118,741	98,677	13,938	10,000	442,731	85,586	162,989	228,319	109,523	55,802	237,500	3,715,379
Surplus (Deficit)	$ -	$ (20,145)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 193,255

FY27-28

27-28	EPA	SPED	NUTRITION	TITLE I	TITLE II	TITLE IV	SB740	LOTTERY	ASES	ELOP	LREBG	AMG - Prop 28	CCSPP	UNRESTRICTED
Object Code	**8012**	**8181, 8311**	**8220, 8520**	**8290**	**8291**	**8296**	**8545**	**8560**	**8599**	**Object Code**	**Object Code**	**8599**		**N/A**
Resource Code--->	**1400**	**3310 6500**	**5310**	**3010**	**4035**	**4127**	**6030**	**1100 6300**	**6010**	**2600**	**7435**	**6770**		**N/A**
Revenues														
LCFF Sources	541,692	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,930,945
Federal	-	37,050	101,540	98,677	13,938	10,000	-	-	-	-	-	-	-	-
Other State	-	298,020	17,201	-	-	-	451,586	85,586	162,989	228,319	109,523	55,802	237,500	20,539
Other Local	-	-	-	-	-	-	-	-	-	-	-	-	-	94,990
Total	541,692	335,070	118,741	98,677	13,938	10,000	451,586	85,586	162,989	228,319	109,523	55,802	237,500	4,046,474
Expenses														
Salaries	406,269	186,926	-	74,007	-	-	-	-	61,121	85,620	82,142	41,852	89,063	1,431,611
Benefits	135,423	46,731	-	24,669	-	-	-	-	20,374	28,540	27,381	13,951	29,688	178,683
Books & Supplies	-	119,646	118,741	-	-	10,000	-	85,586	-	-	-	-	-	20,578
Subagreements	-	-	-	-	-	-	-	-	-	-	-	-	59,375	181,470
Operations	-	-	-	-	-	-	-	-	-	-	-	-	59,375	247,845
Facilities	-	-	-	-	-	-	451,586	-	81,495	114,160	-	-	-	512,797
Prof Services	-	785	-	-	13,938	-	-	-	-	-	-	-	-	805,243
Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	-	607,000
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	541,692	354,089	118,741	98,677	13,938	10,000	451,586	85,586	162,989	228,319	109,523	55,802	237,500	3,985,226
Surplus (Deficit)	$ -	$ (19,018)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 61,247

FY24-25 Forecast Richmond Charter Academy

Multi-Year Forecast

Revised 1/17/25

CHARTER IMPACT

	2024-25 Forecast	2025-26 Forecast	2026-27 Forecast	2027-28 Forecast
Assumptions				
LCFF COLA	*1.07%*	*2.43%*	*3.52%*	*3.63%*
Non-LCFF Revenue COLA	*n/a*	*0.00%*	*0.00%*	*0.00%*
Expense COLA	*2.00%*	*2.00%*	*2.00%*	*2.00%*
Enrollment	*300.00*	*320.00*	*330.00*	*330.00*
Average Daily Attendance	*285.00*	*304.00*	*313.50*	*313.50*
Revenues				
State Aid - Revenue Limit				
8011 LCFF State Aid	$ 2,202,357	$ 2,416,031	$ 2,621,837	$ 2,759,486
8012 Education Protection Account	448,150	489,643	522,718	541,692
8096 In Lieu of Property Taxes	1,064,963	1,135,960	1,171,459	1,171,459
	3,715,470	4,041,634	4,316,014	4,472,637
Federal Revenue				
8181 Special Education - Entitlement	37,050	37,050	39,520	37,050
8220 Federal Child Nutrition	92,309	98,463	101,540	101,540
8290 Title I, Part A - Basic Low Income	89,706	95,686	98,677	98,677
8291 Title II, Part A - Teacher Quality	12,671	13,516	13,938	13,938
8294 Title IV	10,000	10,000	10,000	10,000
8296 Other Federal Revenue	104,687	-	-	-
	346,423	254,715	263,674	261,204
Other State Revenue				
8311 State Special Education	246,556	269,384	287,581	298,020
8520 Child Nutrition	15,637	16,680	17,201	17,201
8545 School Facilities (SB740)	388,797	424,794	442,731	451,586
8550 Mandated Cost	5,526	5,717	6,098	6,289
8560 State Lottery	77,805	82,992	85,586	85,586
8599 Other State Revenue	858,662	887,031	808,383	808,383
	1,592,983	1,686,598	1,647,580	1,667,065
Other Local Revenue				
8689 Other Fees and Contracts	291,500	291,500	-	-
8980 Contributions, Unrestricted	86,354	92,111	94,990	94,990
	377,854	383,611	94,990	94,990
Total Revenue	**$ 6,032,730**	**$ 6,366,559**	**$ 6,322,258**	**$ 6,495,896**
Expenses				
Certificated Salaries				
1100 Teachers' Salaries	1,000,177	1,157,846	1,198,602	1,242,111
1170 Teachers' Substitute Hours	30,000	30,729	31,811	32,965
1175 Teachers' Extra Duty/Stipends	64,500	64,500	64,500	64,500
1200 Pupil Support Salaries	82,004	83,998	86,954	90,111
1300 Administrators' Salaries	327,667	336,790	348,645	361,301
1900 Other Certificated Salaries	-	-	-	-
	1,504,347	1,673,862	1,730,512	1,790,988

FY24-25 Forecast Richmond Charter Academy

Multi-Year Forecast

Revised 1/17/25

		2024-25 Forecast	2025-26 Forecast	2026-27 Forecast	2027-28 Forecast
Classified Salaries					
2100	Instructional Salaries	450,880	420,231	435,023	450,815
2200	Support Salaries	114,401	82,673	85,583	88,690
2300	Classified Administrators' Salaries	-	-	-	-
2400	Clerical and Office Staff Salaries	114,811	119,426	123,630	128,117
2900	Other Classified Salaries	-	-	-	-
		680,092	622,330	644,236	667,622
Benefits					
3301	OASDI	133,199	140,459	145,262	150,390
3311	Medicare	31,152	32,849	33,973	35,172
3401	Health and Welfare	198,437	239,686	248,123	257,130
3501	State Unemployment	15,552	16,660	16,660	16,660
3601	Workers' Compensation	30,985	31,716	32,801	33,959
3901	Other Benefits	10,046	11,327	11,715	12,128
		419,371	472,698	488,534	505,439
Books and Supplies					
4100	Textbooks and Core Curricula	85,000	90,667	93,500	93,500
4200	Books and Other Materials	1,000	1,067	1,100	1,100
4302	School Supplies	37,950	40,480	41,746	41,746
4305	Software	54,000	57,600	59,400	59,400
4328	SA Supplies & Materials	2,500	2,550	2,601	2,653
4310	Office Expense	7,500	7,650	7,803	7,959
4311	Business Meals	2,500	2,550	2,601	2,653
4315	Custodial Supplies	3,000	3,060	3,121	3,184
4720	Other Food	368	400	421	429
4400	Noncapitalized Equipment	15,000	15,300	15,606	15,918
4700	Food Services	107,946	117,445	123,538	126,008
		316,764	338,769	351,436	354,550
Subagreement Services					
5102	Special Education	115,000	125,120	131,611	134,243
5103	Substitute Teacher	155,000	50,000	51,000	52,020
5104	Transportation	2,500	2,550	2,601	2,653
5105	Security	13,934	14,213	14,497	14,787
5106	Other Educational Consultants	35,000	35,700	36,414	37,142
		321,434	227,583	236,123	240,845
Operations and Housekeeping					
5201	Auto and Travel	2,500	2,550	2,601	2,653
5300	Dues & Memberships	1,000	1,020	1,040	1,061
5400	Insurance	75,000	81,600	85,833	87,550
5501	Utilities	120,000	130,560	137,333	140,079
5502	Janitorial Services	50,000	51,000	52,020	53,060
5900	Communications	20,000	20,400	20,808	21,224
5901	Postage and Shipping	1,500	1,530	1,561	1,592
		270,000	288,660	301,196	307,220
Facilities, Repairs and Other Leases					
5601	Rent	1,000,486	1,025,377	1,078,569	1,100,140
5603	Equipment Leases	15,000	15,300	16,094	16,416
5605	Real/Personal Property Taxes	20,000	21,760	22,889	23,347
5615	Repairs and Maintenance - Building	3,880	4,221	4,440	4,529
5610	Repairs and Maintenance	30,000	15,000	15,300	15,606
		1,069,366	1,081,658	1,137,291	1,160,037

FY24-25 Forecast Richmond Charter Academy

Multi-Year Forecast

Revised 1/17/25

	2024-25 Forecast	2025-26 Forecast	2026-27 Forecast	2027-28 Forecast
Professional/Consulting Services				
5801 IT	25,000	27,200	28,611	29,183
5802 Audit & Taxes	20,700	21,114	21,536	21,967
5803 Legal	20,300	20,706	21,120	21,543
5804 Professional Development	40,700	44,282	46,579	47,510
5805 General Consulting	39,591	43,075	45,310	46,216
5809 Other taxes and fees	10,869	11,826	12,439	12,688
5836 Fingerprinting	297	323	339	346
5810 Payroll Service Fee	3,245	3,531	3,714	3,788
5811 Management Fee	342,659	361,621	359,104	519,672
5812 District Oversight Fee	37,155	40,416	43,160	44,726
5813 Business Services	61,305	66,700	70,160	71,563
5814 SPED Encroachment	654	712	748	763
5816 Legal Settlements	56,261	18,217	-	-
	658,736	659,721	652,821	819,966
Depreciation				
6900 Depreciation Expense	607,000	607,000	607,000	607,000
	607,000	607,000	607,000	607,000
Interest				
	-	-	-	-
Total Expenses	**$ 5,847,110**	**$ 5,972,281**	**$ 6,149,149**	**$ 6,453,667**
Surplus (Deficit)	**$ 185,620**	**$ 394,277**	**$ 173,110**	**$ 42,229**
Fund Balance, Beginning of Year	$ (506,509)	$ (320,889)	$ 73,388	$ 246,498
Fund Balance, End of Year	**$ (320,889)**	**$ 73,388**	**$ 246,498**	**$ 288,726**
	-5.5%	***1.2%***	***4.0%***	***4.5%***
Cash Flow Adjustments				
Surplus (Deficit)	185,620	394,277	173,110	42,229
Cash Flows From Operating Activities				
Depreciation/Amortization	404,667	607,000	607,000	404,667
Public Funding Receivables	(1,150,009)	411,237	(47,583)	(25,744)
Grants and Contributions Rec.	-	-	-	-
Due To/From Related Parties	-	-	-	-
Prepaid Expenses	-	-	-	-
Other Assets	-	-	-	-
Accounts Payable	301,722	(235,175)	1,030	456
Accrued Expenses	-	-	-	-
Deferred Revenue	(202,187)	(202,187)	(109,523)	-
Cash Flows From Investing Activities				-
Purchases of Prop. And Equip.	-	-	-	-
Notes Receivable	-	-	-	-
Cash Flows From Financing Activities				-
Proceeds from Factoring	-	-	-	-
Payments on Factoring	-	-	-	-
Proceeds(Payments) on Debt	-	-	-	-
Total Change in Cash	(460,187)	975,153	624,033	421,608
Cash, Beginning of Year	1,639,323	1,179,136	2,154,289	2,778,322
Cash, End of Year	**$ 1,179,136**	**$ 2,154,289**	**$ 2,778,322**	**$ 3,199,930**

FY24-25 Forecast Richmond Charter Academy

CHARTER IMPACT

Monthly Cash Flow/Forecast FY24-25

Revised 1/17/25

Actuals Through: 10/31/2024

ADA = 285.00

		Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
Revenues																**ADA = 285.00**	
State Aid - Revenue Limit																	
8011	LCFF State Aid	-	101,912	101,912	183,442	191,584	191,584	191,584	191,584	209,751	209,751	209,751	209,751	209,751	**2,202,357**	1,681,528	520,829
8012	Education Protection Account	-	-	-	131,495	-	112,038	-	-	112,038	-	-	-	92,580	**448,150**	944,478	(496,328)
8096	In Lieu of Property Taxes	-	61,761	-	205,870	82,348	82,348	82,348	82,348	155,980	77,990	77,990	77,990	77,990	**1,064,963**	1,093,605	(28,642)
		-	163,673	101,912	520,807	273,932	385,970	273,932	273,932	477,768	287,741	287,741	287,741	380,321	**3,715,470**	**3,719,611**	**(4,141)**
Federal Revenue																	
8181	Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	37,050	**37,050**	37,050	-
8220	Federal Child Nutrition	-	-	-	-	9,231	9,231	9,231	9,231	9,231	9,231	9,231	9,231	18,462	**92,309**	98,150	(5,842)
8290	Title I, Part A - Basic Low	-	-	-	-	-	67,280	-	-	-	-	-	-	22,427	**89,706**	89,706	-
8291	Title II, Part A - Teacher Quality	-	-	-	-	-	9,503	-	-	-	-	-	-	3,168	**12,671**	12,671	-
8293	Title III - Limited English	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	13,747	(13,747)
8294	Title IV	-	-	-	-	10,000	-	-	-	-	-	-	-	-	**10,000**	10,000	-
8296	Other Federal Revenue	-	-	-	-	-	-	-	-	-	-	-	-	104,687	**104,687**	-	104,687
		-	-	-	-	19,231	86,014	9,231	9,231	9,231	9,231	9,231	9,231	185,793	**346,423**	**261,324**	**85,098**
Other State Revenue																	
8311	State Special Education	12,900	11,921	21,459	-	21,448	21,448	21,448	21,448	22,897	22,897	22,897	22,897	22,897	**246,556**	246,556	-
8520	Child Nutrition	-	-	-	6,900	874	874	874	874	874	874	874	874	1,747	**15,637**	9,290	6,347
8545	School Facilities (SB740)	-	-	-	-	-	-	194,399	-	-	-	97,199	-	97,199	**388,797**	404,700	(15,903)
8550	Mandated Cost	-	-	-	-	-	5,526	-	-	-	-	-	-	-	**5,526**	5,520	5
8560	State Lottery	-	-	-	-	-	-	18,801	-	-	18,801	-	-	40,203	**77,805**	70,965	6,840
8599	Other State Revenue	-	1,144	1,144	2,059	1,283	1,283	212,385	1,283	1,283	212,385	1,283	1,283	421,849	**858,662**	779,915	78,747
		12,900	13,065	22,603	8,959	23,604	29,130	447,906	23,604	25,053	254,957	122,252	25,053	583,896	**1,592,983**	**1,516,947**	**76,036**
Other Local Revenue																	
8689	Other Fees and Contracts	-	291,500	-	-	-	-	-	-	-	-	-	-	-	**291,500**	-	291,500
8980	Contributions, Unrestricted	-	-	-	-	7,196	7,196	7,196	7,196	7,196	7,196	7,196	35,981	-	**86,354**	86,354	-
		-	291,500	-	-	7,196	7,196	7,196	7,196	7,196	7,196	7,196	35,981	-	**377,854**	**86,354**	**291,500**
Total Revenue		**12,900**	**468,238**	**124,515**	**529,766**	**323,964**	**508,310**	**738,266**	**313,964**	**519,248**	**559,124**	**426,420**	**358,005**	**1,150,009**	**6,032,730**	**5,584,235**	**448,494**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	43,739	68,180	76,636	64,209	72,655	82,655	107,655	107,655	107,655	107,655	107,655	53,828	-	**1,000,177**	1,222,229	222,052
1170	Teachers' Substitute Hours	-	-	-	-	-	-	-	-	-	-	-	30,000	-	**30,000**	-	(30,000)
1175	Teachers' Extra Duty/Stipends	1,000	1,050	1,050	1,750	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	51,250	**64,500**	69,000	4,500
1200	Pupil Support Salaries	-	-	-	23,429	7,810	7,810	7,810	7,810	7,810	7,810	7,810	3,905	-	**82,004**	75,000	(7,004)
1300	Administrators' Salaries	24,768	27,399	28,149	28,149	27,400	27,400	27,400	27,400	27,400	27,400	27,400	27,400	-	**327,667**	327,792	126
		69,507	104,439	113,645	101,918	108,915	118,915	143,915	143,915	143,915	143,915	143,915	116,183	51,250	**1,504,347**	**1,694,021**	**189,674**
Classified Salaries																	
2100	Instructional Salaries	41,494	38,124	34,869	38,020	37,297	37,297	37,297	37,297	37,297	37,297	37,297	37,297	-	**450,880**	464,411	13,531
2200	Support Salaries	15,801	14,984	15,059	14,749	6,726	6,726	6,726	6,726	6,726	6,726	6,726	6,726	-	**114,401**	125,775	11,374
2300	Classified Administrators'	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	82,294	82,294
2400	Clerical and Office Staff	7,216	9,788	9,805	10,273	9,716	9,716	9,716	9,716	9,716	9,716	9,716	9,716	-	**114,811**	124,245	9,435
		64,511	62,897	59,733	63,042	53,739	53,739	53,739	53,739	53,739	53,739	53,739	53,739	-	**680,092**	**796,726**	**116,634**
Benefits																	
3301	OASDI	8,191	10,303	10,704	10,184	10,218	10,846	12,416	12,416	12,416	12,416	12,416	10,674	-	**133,199**	154,426	21,227
3311	Medicare	1,916	2,410	2,503	2,382	2,390	2,536	2,904	2,904	2,904	2,904	2,904	2,496	-	**31,152**	36,116	4,964
3401	Health and Welfare	10,201	12,008	13,148	12,279	18,850	18,850	18,850	18,850	18,850	18,850	18,850	18,850	-	**198,437**	195,200	(3,237)
3501	State Unemployment	138	1,227	493	368	833	833	4,165	3,332	1,666	833	833	833	-	**15,552**	26,390	10,838
3601	Workers' Compensation	-	-	-	5,179	2,307	2,449	2,804	2,804	2,804	2,804	2,804	7,032	-	**30,985**	34,870	3,885
3901	Other Benefits	738	655	574	513	824	875	1,001	1,001	1,001	1,001	1,001	861	-	**10,046**	74,722	64,676
		21,183	26,602	27,422	30,905	35,421	36,389	42,140	41,307	39,641	38,808	38,808	40,746	-	**419,371**	**521,725**	**102,354**

FY24-25 Forecast Richmond Charter Academy

CHARTER IMPACT

Monthly Cash Flow/Forecast FY24-25

Revised 1/17/25

Actuals Through: 10/31/2024

ADA = 285.00

		Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
Books and Supplies																	
4100	Textbooks and Core Curricula	-	46,183	-	33,008	5,667	-	-	-	-	-	-	142	-	**85,000**	20,000	(65,000)
4200	Books and Other Materials	-	-	-	-	200	-	-	-	-	-	-	800	-	**1,000**	25,000	24,000
4302	School Supplies	-	-	24,350	-	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	-	**37,950**	25,000	(12,950)
4328	SA Supplies & Materials	212	-	-	-	313	313	313	250	250	250	250	351	-	**2,500**	-	(2,500)
4305	Software	-	41,934	996	8,025	400	400	400	400	400	400	400	244	-	**54,000**	18,000	(36,000)
4310	Office Expense	-	-	1,200	1,465	625	625	625	625	625	625	625	460	-	**7,500**	10,000	2,500
4311	Business Meals	-	-	-	-	208	208	208	208	208	208	208	1,042	-	**2,500**	10,000	7,500
4315	Custodial Supplies	-	-	96	2,000	100	100	100	100	100	100	100	203	-	**3,000**	-	(3,000)
4720	Other Food	-	-	-	368	-	-	-	-	-	-	-	-	-	**368**	-	(368)
4400	Noncapitalized Equipment	-	-	-	-	3,000	3,000	3,000	3,000	-	-	-	3,000	-	**15,000**	29,600	14,600
4700	Food Services	-	453	9,491	281	9,813	9,813	9,813	9,813	9,813	9,813	9,813	29,029	-	**107,946**	107,440	(506)
		212	88,570	36,134	45,148	22,026	16,159	16,159	16,097	13,097	13,097	13,097	36,971	-	**316,764**	**225,040**	**(71,724)**
Subagreement Services																	
5102	Special Education	7,668	728	4,860	13,940	10,455	10,455	10,455	10,455	10,455	10,455	10,455	14,622	-	**115,000**	115,000	-
5103	Substitute Teacher	-	2,260	42,550	74,726	20,000	2,500	2,500	2,500	2,500	2,500	2,500	464	-	**155,000**	50,000	(105,000)
5104	Transportation	-	-	-	-	313	313	313	313	313	313	313	313	-	**2,500**	3,700	1,200
5105	Security	-	159	3,900	2,602	909	909	909	909	909	909	909	909	-	**13,934**	10,000	(3,934)
5106	Other Educational Consultants	10,313	2,519	3,624	9,959	1,167	1,167	1,167	1,167	1,167	1,167	1,167	419	-	**35,000**	49,824	14,824
		17,981	5,666	54,933	101,227	32,843	15,343	15,343	15,343	15,343	15,343	15,343	16,727	-	**321,434**	**228,524**	**(92,910)**
Operations and Housekeeping																	
5201	Auto and Travel	-	-	-	-	227	227	227	227	227	227	227	909	-	**2,500**	3,700	1,200
5300	Dues & Memberships	-	-	-	-	83	83	83	83	83	83	83	417	-	**1,000**	5,800	4,800
5400	Insurance	-	-	-	16,584	6,250	6,250	6,250	6,250	6,250	6,250	6,250	14,666	-	**75,000**	89,800	14,800
5501	Utilities	10,083	16,464	14,448	(2,504)	4,800	4,800	4,800	4,800	4,800	7,500	8,000	42,010	-	**120,000**	100,000	(20,000)
5502	Janitorial Services	-	-	-	4,142	4,167	4,167	4,167	4,167	4,167	4,167	4,167	16,691	-	**50,000**	-	(50,000)
5900	Communications	1,131	443	765	3,237	1,667	1,667	1,667	1,667	1,667	1,667	1,667	2,757	-	**20,000**	30,000	10,000
5901	Postage and Shipping	-	-	-	-	150	150	150	150	150	150	150	450	-	**1,500**	3,000	1,500
		11,214	16,907	15,213	21,460	17,344	17,344	17,344	17,344	17,344	20,044	20,544	77,900	-	**270,000**	**232,300**	**(37,700)**
Facilities, Repairs and Other Leases																	
5601	Rent	82,959	82,959	63,607	185,270	82,959	82,959	82,959	82,959	82,959	85,447	85,448	-	-	**1,000,486**	791,985	(208,501)
5603	Equipment Leases	6,767	1,479	1,322	1,735	1,250	1,250	1,250	1,250	1,250	1,250	(3,803)	-	-	**15,000**	30,000	15,000
5605	Real/Personal Property Taxes	-	-	-	-	-	-	-	-	-	-	-	20,000	-	**20,000**	20,000	-
5615	Repairs and Maintenance -	-	-	896	2,984	-	-	-	-	-	-	-	-	-	**3,880**	-	(3,880)
5610	Repairs and Maintenance	-	22,969	3,117	1,101	400	400	400	400	400	400	413	-	-	**30,000**	60,000	30,000
		89,727	107,407	68,942	191,090	84,609	84,609	84,609	84,609	84,609	87,097	82,058	20,000	-	**1,069,366**	**901,985**	**(167,381)**
Professional/Consulting Services																	
5801	IT	-	-	8,442	-	2,083	2,083	2,083	2,083	2,083	2,083	2,083	1,975	-	**25,000**	76,900	51,900
5802	Audit & Taxes	-	-	5,333	1,132	6,900	-	-	-	-	-	7,336	-	-	**20,700**	20,500	(200)
5803	Legal	-	-	-	-	1,692	1,692	1,692	1,692	1,692	1,692	1,692	8,458	-	**20,300**	20,000	(300)
5816	Legal Settlements	-	-	-	294,192	(289,217)	2,283	2,283	2,283	2,283	2,283	2,283	2,283	35,308	**56,261**	-	(56,261)
5804	Professional Development	-	8,850	5,028	279	2,713	2,713	2,713	2,713	2,713	2,713	2,713	7,550	-	**40,700**	40,000	(700)
5805	General Consulting	5,084	4,420	1,907	3,590	3,299	3,299	3,299	3,299	3,299	3,299	3,299	1,496	-	**39,591**	39,591	-
5809	Other taxes and fees	-	499	2,770	7,600	-	-	-	-	-	-	-	-	-	**10,869**	-	(10,869)
5836	Fingerprinting	-	-	-	297	-	-	-	-	-	-	-	-	-	**297**	-	(297)
5810	Payroll Service Fee	-	333	286	266	295	295	295	295	295	295	295	295	-	**3,245**	-	(3,245)
5811	Management Fee	-	5,834	5,001	-	(10,835)	-	-	-	-	-	-	342,659	-	**342,659**	626,997	284,338
5812	District Oversight Fee	-	2,963	-	5,926	2,739	3,860	2,739	2,739	4,778	2,877	2,877	2,877	2,778	**37,155**	37,196	41
5813	Business Services	-	-	-	4,656	10,835	5,109	5,109	5,109	5,109	5,109	5,109	5,109	10,053	**61,305**	-	(61,305)
5814	SPED Encroachment	172	172	310	-	-	-	-	-	-	-	-	-	-	**654**	-	(654)
		5,256	23,071	29,076	317,937	(269,495)	21,334	20,213	20,213	22,252	20,351	27,687	372,702	48,139	**658,736**	**861,184**	**202,448**
Depreciation																	
6900	Depreciation Expense	-	-	-	-	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	202,333	**607,000**	44,400	(562,600)
		-	-	-	-	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	202,333	**607,000**	**44,400**	**(562,600)**
Interest																	
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses		**279,589**	**435,559**	**405,098**	**872,726**	**135,984**	**414,414**	**444,045**	**443,149**	**440,522**	**442,977**	**445,773**	**785,550**	**301,722**	**5,847,110**	**5,505,906**	**(321,204)**
Monthly Surplus (Deficit)		**(266,689)**	**32,679**	**(280,583)**	**(342,960)**	**187,979**	**93,896**	**294,221**	**(129,186)**	**78,726**	**116,148**	**(19,353)**	**(427,545)**	**848,287**	**185,620**	**78,329**	**127,290**

FY24-25 Forecast Richmond Charter Academy

CHARTER IMPACT

Monthly Cash Flow/Forecast FY24-25

Revised 1/17/25

Actuals Through: 10/31/2024

ADA = 285.00

	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(266,689)	32,679	(280,583)	(342,960)	187,979	93,896	294,221	(129,186)	78,726	116,148	(19,353)	(427,545)	848,287	**185,620**		
Cash flows from operating activities																
Depreciation/Amortization	-	-	-	-	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	202,333	**607,000**		
Public Funding Receivables	-	-	-	-	-	-	-	-	-	-	-	-	(1,150,009)	**(1,150,009)**		
Grants and Contributions Rec.	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Due To/From Related Parties	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Prepaid Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Accounts Payable	-	-	-	-	-	-	-	-	-	-	-	-	301,722	**301,722**		
Accrued Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Other Liabilities	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Deferred Revenue	-	-	-	(67,396)	-	-	(67,396)	-	-	(67,396)	-	-		**(202,187)**		
Cash flows from investing activities																
Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Cash flows from financing activities																
Proceeds from Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Payments on Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Proceeds(Payments) on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Total Change in Cash	(266,689)	32,679	(280,583)	(410,356)	238,563	144,479	277,409	(78,602)	129,310	99,335	31,230	(376,961)				
Cash, Beginning of Month	1,639,323	1,372,634	1,405,313	1,124,730	714,374	952,937	1,097,416	1,374,825	1,296,222	1,425,532	1,524,867	1,556,097				
Cash, End of Month	**1,372,634**	**1,405,313**	**1,124,730**	**714,374**	**952,937**	**1,097,416**	**1,374,825**	**1,296,222**	**1,425,532**	**1,524,867**	**1,556,097**	**1,179,136**				

FY24-25 Forecast Richmond Charter Academy

CHARTER IMPACT

Monthly Cash Flow/Forecast FY25-26

Revised 1/17/25

ADA = 304.00

		Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast	Prior Year Forecast	Favorable / (Unfav.)
Revenues																**ADA =**	**285.00**
State Aid - Revenue Limit																	
8011	LCFF State Aid	-	113,251	113,251	203,853	203,853	203,853	203,853	203,853	234,053	234,053	234,053	234,053	234,053	**2,416,031**	2,202,357	213,674
8012	Education Protection Account	-	-	-	112,038	-	-	112,038	-	-	143,157	-	-	122,411	**489,643**	448,150	41,493
8096	In Lieu of Property Taxes	-	68,158	136,315	90,877	90,877	90,877	90,877	90,877	159,034	79,517	79,517	79,517	79,517	**1,135,960**	1,064,963	70,998
		-	181,409	249,567	406,767	294,729	294,729	406,767	294,729	393,087	456,727	313,570	313,570	435,981	**4,041,634**	**3,715,470**	**326,164**
Federal Revenue																	
8181	Special Education - Entitlement	-	1,853	1,853	3,335	3,335	3,335	3,335	3,335	3,335	3,335	3,335	3,335	3,335	**37,050**	37,050	-
8220	Federal Child Nutrition	-	-	4,923	4,923	9,846	9,846	9,846	9,846	9,846	9,846	9,846	9,846	9,846	**98,463**	92,309	6,154
8290	Title I, Part A - Basic Low Income	-	-	23,922	-	-	23,922	-	-	23,922	-	-	-	23,922	**95,686**	89,706	5,980
8291	Title II, Part A - Teacher Quality	-	-	3,379	-	-	3,379	-	-	3,379	-	-	-	3,379	**13,516**	12,671	845
8294	Title V, Part B - PCSG	-	-	2,500	-	-	2,500	-	-	2,500	-	-	2,500	-	**10,000**	10,000	-
		-	1,853	36,576	8,258	13,181	42,981	13,181	13,181	42,981	13,181	13,181	15,681	40,481	**254,715**	**346,423**	**(91,708)**
Other State Revenue																	
8311	State Special Education	-	13,469	13,469	24,245	24,245	24,245	24,245	24,245	24,245	24,245	24,245	24,245	24,245	**269,384**	246,556	22,828
8520	Child Nutrition	-	-	834	834	1,668	1,668	1,668	1,668	1,668	1,668	1,668	1,668	1,668	**16,680**	15,637	1,042
8545	School Facilities (SB740)	-	-	-	-	-	-	212,397	-	-	-	106,199	-	106,199	**424,794**	388,797	
8550	Mandated Cost	-	-	-	-	-	5,717	-	-	-	-	-	-	-	**5,717**	5,526	191
8560	State Lottery	-	-	-	-	-	-	20,748	-	-	20,748	-	-	41,496	**82,992**	77,805	5,187
8599	Other State Revenue	-	-	-	-	576,570	-	-	-	-	221,758	-	-	88,703	**887,031**	858,662	28,369
		-	13,469	14,303	25,079	602,483	31,630	259,058	25,913	25,913	268,418	132,111	25,913	262,310	**1,686,598**	1,592,983	57,618
Other Local Revenue																	
8689	Other Fees and Contracts	-	291,500	-	-	-	-	-	-	-	-	-	-	-	**291,500**	291,500	-
8980	Contributions, Unrestricted	-	-	-	-	7,676	7,676	7,676	7,676	7,676	7,676	7,676	38,380	-	**92,111**	86,354	5,757
		-	291,500	-	-	7,676	7,676	7,676	7,676	7,676	7,676	7,676	38,380	-	**383,611**	**377,854**	**5,757**
Total Revenue		**-**	**488,231**	**300,446**	**440,103**	**918,069**	**377,016**	**686,681**	**341,499**	**469,657**	**746,002**	**466,538**	**393,543**	**738,772**	**6,366,558**	**6,032,730**	**333,828**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	50,634	78,928	88,717	74,331	84,108	95,685	124,626	124,626	124,626	124,626	124,626	62,313	-	**1,157,846**	1,000,177	(157,669)
1170	Teachers' Substitute Hours	-	-	-	-	-	-	-	-	-	-	-	30,729	-	**30,729**	30,000	(729)
1175	Teachers' Extra Duty/Stipends	1,000	1,050	1,050	1,750	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	51,250	**64,500**	64,500	-
1200	Pupil Support Salaries	-	-	-	23,998	8,000	8,000	8,000	8,000	8,000	8,000	8,000	4,000	-	**83,998**	82,004	(1,994)
1300	Administrators' Salaries	25,458	28,162	28,933	28,933	28,163	28,163	28,163	28,163	28,163	28,163	28,163	28,163	-	**336,790**	327,667	(9,123)
		77,092	108,141	118,700	129,013	121,321	132,898	161,839	161,839	161,839	161,839	161,839	126,255	51,250	**1,673,862**	**1,504,347**	**(169,516)**
Classified Salaries																	
2100	Instructional Salaries	38,673	35,533	32,499	35,436	34,761	34,761	34,761	34,761	34,761	34,761	34,761	34,761	-	**420,231**	450,880	30,649
2200	Support Salaries	11,419	10,829	10,882	10,659	4,861	4,861	4,861	4,861	4,861	4,861	4,861	4,861	-	**82,673**	114,401	31,728
2400	Clerical and Office Staff Salaries	7,506	10,181	10,200	10,686	10,107	10,107	10,107	10,107	10,107	10,107	10,107	10,107	-	**119,426**	114,811	(4,615)
		57,598	56,543	53,581	56,780	49,728	49,728	49,728	49,728	49,728	49,728	49,728	49,728	-	**622,330**	**680,092**	**57,762**
Benefits																	
3301	OASDI	8,637	10,864	11,287	10,739	10,774	11,437	13,093	13,093	13,093	13,093	13,093	11,256	-	**140,459**	133,199	(7,260)
3311	Medicare	2,020	2,541	2,640	2,512	2,520	2,675	3,062	3,062	3,062	3,062	3,062	2,632	-	**32,849**	31,152	(1,698)
3401	Health and Welfare	12,321	14,504	15,882	14,832	22,768	22,768	22,768	22,768	22,768	22,768	22,768	22,768	-	**239,686**	198,437	(41,250)
3501	State Unemployment	147	1,314	528	394	892	892	4,462	3,569	1,785	892	892	892	-	**16,660**	15,552	(1,108)
3601	Workers' Compensation	-	-	-	5,301	2,362	2,507	2,870	2,870	2,870	2,870	2,870	7,198	-	**31,716**	30,985	(731)
3901	Other Benefits	833	738	647	579	929	986	1,129	1,129	1,129	1,129	1,129	971	-	**11,327**	10,046	(1,281)
		23,958	29,962	30,983	34,356	40,246	41,265	47,384	46,491	44,707	43,814	43,814	45,717	-	**472,698**	**419,371**	**(53,327)**

FY24-25 Forecast Richmond Charter Academy

CHARTER IMPACT

Monthly Cash Flow/Forecast FY25-26

Revised 1/17/25

ADA = 304.00

		Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast	Prior Year Forecast	Favorable / (Unfav.)
Books and Supplies																	
4100	Textbooks and Core Curricula	-	49,262	-	35,209	6,044	-	-	-	-	-	-	151	-	**90,667**	85,000	(5,667)
4200	Books and Other Materials	-	-	-	-	213	-	-	-	-	-	-	853	-	**1,067**	1,000	(67)
4302	School Supplies	-	-	25,974	-	1,813	1,813	1,813	1,813	1,813	1,813	1,813	1,813	-	**40,480**	37,950	(2,530)
4305	Software	-	44,730	1,063	8,560	427	427	427	427	427	427	427	261	-	**57,600**	54,000	(3,600)
4310	Office Expense	-	-	1,224	1,494	638	638	638	638	638	638	638	469	-	**7,650**	7,500	(150)
4311	Business Meals	-	-	-	-	213	213	213	213	213	213	213	1,063	-	**2,550**	2,500	(50)
4315	Custodial Supplies	255	255	255	255	255	255	255	255	255	255	255	255		**3,060**	3,000	(60)
4328	SA Supplies & Materials			255	255	255	255	255	255	255	255	255	255	-	**2,550**	2,500	(50)
4400	Noncapitalized Equipment	-	-	-	-	3,060	3,060	3,060	3,060	-	-	-	3,060	-	**15,300**	15,000	(300)
4700	Food Services	-	492	10,326	306	10,677	10,677	10,677	10,677	10,677	10,677	10,677	31,583	-	**117,445**	107,946	(9,499)
4720	Other Food			40	40	40	40	40	40	40	40	40	40		**400**	368	(32)
		255	94,739	39,137	46,119	23,635	17,377	17,377	17,377	14,317	14,317	14,317	39,804	-	**338,769**	**316,764**	**(22,005)**
Subagreement Services																	
5102	Special Education	8,343	792	5,288	15,167	11,375	11,375	11,375	11,375	11,375	11,375	11,375	15,909	-	**125,120**	115,000	(10,120)
5103	Substitute Teacher	-	729	13,726	24,105	6,452	806	806	806	806	806	806	150	-	**50,000**	155,000	105,000
5104	Transportation	-	-	-	-	319	319	319	319	319	319	319	319	-	**2,550**	2,500	(50)
5105	Security	-	162	3,978	2,654	927	927	927	927	927	927	927	927	-	**14,213**	13,934	(279)
5106	Other Educational Consultants	10,519	2,569	3,696	10,158	1,190	1,190	1,190	1,190	1,190	1,190	1,190	428	-	**35,700**	35,000	(700)
		18,862	4,253	26,687	52,084	20,262	14,617	14,617	14,617	14,617	14,617	14,617	17,732	-	**227,583**	**321,434**	**93,851**
Operations and Housekeeping																	
5201	Auto and Travel	-	-	-	-	232	232	232	232	232	232	232	927	-	**2,550**	2,500	(50)
5300	Dues & Memberships	-	-	-	-	85	85	85	85	85	85	85	425	-	**1,020**	1,000	(20)
5400	Insurance	-	-	-	18,044	6,800	6,800	6,800	6,800	6,800	6,800	6,800	15,956	-	**81,600**	75,000	(6,600)
5501	Utilities	10,970	17,912	15,719	(2,725)	5,222	5,222	5,222	5,222	5,222	8,160	8,704	45,707	-	**130,560**	120,000	(10,560)
5502	Janitorial Services	-	-	-	4,225	4,250	4,250	4,250	4,250	4,250	4,250	4,250	17,025	-	**51,000**	50,000	(1,000)
5900	Communications	1,154	452	780	3,302	1,700	1,700	1,700	1,700	1,700	1,700	1,700	2,813	-	**20,400**	20,000	(400)
5901	Postage and Shipping	-	-	-	-	153	153	153	153	153	153	153	459	-	**1,530**	1,500	(30)
		12,123	18,365	16,499	22,846	18,442	18,442	18,442	18,442	18,442	21,380	21,924	83,312	-	**288,660**	**270,000**	**(18,660)**
Facilities, Repairs and Other Leases																	
5601	Rent	85,023	85,023	65,190	189,879	85,023	85,023	85,023	85,023	85,023	87,573	87,574	-	-	**1,025,377**	1,000,486	(24,891)
5603	Equipment Leases	6,903	1,509	1,348	1,769	1,275	1,275	1,275	1,275	1,275	1,275	(3,879)	-	-	**15,300**	15,000	(300)
5605	Real/Personal Property Taxes	-	-	-	-	-	-	-	-	-	-	-	21,760	-	**21,760**	20,000	(1,760)
5615	Repairs and Maintenance -	-	-	975	3,247	-	-	-	-	-	-	-	-	-	**4,221**	3,880	(341)
5610	Repairs and Maintenance	-	11,484	1,559	551	200	200	200	200	200	200	207	-	-	**15,000**	30,000	15,000
		91,926	98,016	69,071	195,446	86,498	86,498	86,498	86,498	86,498	89,048	83,901	21,760	-	**1,081,658**	**1,069,366**	**(12,293)**
Professional/Consulting Services																	
5801	IT	-	-	9,185	-	2,267	2,267	2,267	2,267	2,267	2,267	2,267	2,149	-	**27,200**	25,000	(2,200)
5802	Audit & Taxes	-	-	5,439	1,154	7,038	-	-	-	-	-	7,482	-	-	**21,114**	20,700	(414)
5803	Legal	-	-	-	-	1,726	1,726	1,726	1,726	1,726	1,726	1,726	8,628	-	**20,706**	20,300	(406)
5804	Professional Development	-	9,629	5,470	304	2,952	2,952	2,952	2,952	2,952	2,952	2,952	8,214	-	**44,282**	40,700	(3,582)
5805	General Consulting	5,531	4,808	2,075	3,905	3,590	3,590	3,590	3,590	3,590	3,590	3,590	1,628	-	**43,075**	39,591	(3,484)
5809	Other taxes and fees	-	543	3,014	8,269	-	-	-	-	-	-	-	-	-	**11,826**	10,869	(956)
5810	Payroll Service Fee	-	363	311	289	321	321	321	321	321	321	321	321	-	**3,531**	3,245	(286)
5811	Management Fee	-	6,157	5,278	-	(11,435)	-	-	-	-	-	-	361,621	-	**361,621**	342,659	(18,961)
5812	District Oversight Fee	-	1,814	2,496	4,068	2,947	2,947	4,068	2,947	3,931	4,567	3,136	3,136	4,360	**40,416**	37,155	(3,262)
5813	Business Services	-	-	-	5,066	11,789	5,558	5,558	5,558	5,558	5,558	5,558	5,558	10,938	**66,700**	61,305	(5,395)
5836	Fingerprinting	27	27	27	27	27	27	27	27	27	27	27	27	-	**323**	297	(26)
5816	Legal Settlements	-	-	6,072	6,072	-	-	-	-	-	-	-	6,072	-	**18,217**	56,261	38,044
5814	SPED Encroachment	-	-	71	71	71	71	71	71	71	71	71	71	-	**712**	654	(58)
		5,558	23,341	39,438	29,225	21,292	19,459	20,579	19,459	20,442	21,079	27,129	397,424	15,297	**659,721**	**658,736**	**(985)**
Depreciation																	
6900	Depreciation Expense	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	-	**607,000**	607,000	-
		50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	-	**607,000**	**607,000**	**-**
Interest																	
		-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	**-**	**-**
Total Expenses		**337,956**	**483,943**	**444,679**	**616,453**	**432,008**	**430,867**	**467,047**	**465,034**	**461,173**	**466,405**	**467,853**	**832,315**	**66,547**	**5,972,281**	**5,847,111**	**(125,171)**
Monthly Surplus (Deficit)		**(337,956)**	**4,288**	**(144,233)**	**(176,350)**	**486,061**	**(53,851)**	**219,634**	**(123,536)**	**8,484**	**279,597**	**(1,315)**	**(438,772)**	**672,225**	**394,277**	**185,619**	**208,658**

FY24-25 Forecast Richmond Charter Academy

Monthly Cash Flow/Forecast FY25-26

Revised 1/17/25

ADA = 304.00

	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast	Prior Year Forecast	Favorable / (Unfav.)
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(337,956)	4,288	(144,233)	(176,350)	486,061	(53,851)	219,634	(123,536)	8,484	279,597	(1,315)	(438,772)	672,225	**394,277**		
Cash flows from operating activities																
Depreciation/Amortization	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	-	**607,000**		
Public Funding Receivables	400,530	-	421,849	-	97,199	40,203	190,228	-	-	-	-	-	(738,772)	**411,237**		
Grants and Contributions Rec.	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Due To/From Related Parties	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Prepaid Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Accounts Payable	(301,722)	-	-	-	-	-	-	-	-	-	-	-	66,547	**(235,175)**		
Accrued Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Other Liabilities	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Deferred Revenue	-	-	-	(67,396)	-	-	(67,396)	-	-	(67,396)	-	-	-	**(202,187)**		
Cash flows from investing activities													-			
Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Cash flows from financing activities													-	**-**		
Proceeds from Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Payments on Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Proceeds(Payments) on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Total Change in Cash	(188,565)	54,872	328,199	(193,162)	633,844	36,936	393,050	(72,952)	59,067	262,785	49,268	(388,189)				
Cash, Beginning of Month	1,179,136	990,571	1,045,443	1,373,642	1,180,480	1,814,323	1,851,259	2,244,309	2,171,357	2,230,424	2,493,209	2,542,477				
Cash, End of Month	**990,571**	**1,045,443**	**1,373,642**	**1,180,480**	**1,814,323**	**1,851,259**	**2,244,309**	**2,171,357**	**2,230,424**	**2,493,209**	**2,542,477**	**2,154,288**				

FY24-25 Forecast Richmond Charter Academy

CHARTER IMPACT

Monthly Cash Flow/Forecast FY26-27

Revised 1/17/25

ADA = 313.50

		Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Forecast	Prior Year Forecast	Favorable / (Unfav.)
																ADA =	304.00
Revenues																	
State Aid - Revenue Limit																	
8011	LCFF State Aid	-	127,119	127,119	228,815	228,815	228,815	228,815	228,815	244,705	244,705	244,705	244,705	244,705	**2,621,837**	2,416,031	205,807
8012	Education Protection Account	-	-	-	112,038	-	-	112,038	-	-	143,157	-	-	155,486	**522,718**	489,643	33,075
8096	In Lieu of Property Taxes	-	70,288	140,575	93,717	93,717	93,717	93,717	93,717	164,004	82,002	82,002	82,002	82,002	**1,171,459**	1,135,960	35,499
		-	197,407	267,694	434,569	322,532	322,532	434,569	322,532	408,709	469,864	326,707	326,707	482,193	**4,316,014**	**4,041,634**	**274,380**
Federal Revenue																	
8181	Special Education - Entitlement	-	1,976	1,976	3,557	3,557	3,557	3,557	3,557	3,557	3,557	3,557	3,557	3,557	**39,520**	37,050	2,470
8220	Federal Child Nutrition	-	-	5,077	5,077	10,154	10,154	10,154	10,154	10,154	10,154	10,154	10,154	10,154	**101,540**	98,463	3,077
8290	Title I, Part A - Basic Low Income	-	-	24,669	-	-	24,669	-	-	24,669	-	-	-	24,669	**98,677**	95,686	2,990
8291	Title II, Part A - Teacher Quality	-	-	3,485	-	-	3,485	-	-	3,485	-	-	-	3,485	**13,938**	13,516	422
8294	Title V, Part B - PCSG	-	-	2,500	-	-	2,500	-	-	2,500	-	-	2,500	-	**10,000**	10,000	-
		-	1,976	37,707	8,634	13,711	44,364	13,711	13,711	44,364	13,711	13,711	16,211	41,864	**263,674**	**254,715**	**8,960**
Other State Revenue																	
8311	State Special Education	-	14,379	14,379	25,882	25,882	25,882	25,882	25,882	25,882	25,882	25,882	25,882	25,882	**287,581**	269,384	18,197
8520	Child Nutrition	-	-	860	860	1,720	1,720	1,720	1,720	1,720	1,720	1,720	1,720	1,720	**17,201**	16,680	521
8545	School Facilities (SB740)	-	-	-	-	-	-	221,365	-	-	-	110,683	-	110,683	**442,731**	424,794	
8550	Mandated Cost	-	-	-	-	-	5,717	-	-	-	-	-	-	381	**6,098**	5,717	381
8560	State Lottery	-	-	-	-	-	-	21,396	-	-	21,396	-	-	42,793	**85,586**	82,992	2,594
8599	Other State Revenue	-	-	-	-	525,449	-	-	-	-	202,096	-	-	80,838	**808,383**	887,031	(78,647)
		-	14,379	15,239	26,742	553,052	33,319	270,364	27,602	27,602	251,095	138,285	27,602	262,297	**1,647,580**	1,686,598	(56,955)
Other Local Revenue																	
8980	Contributions, Unrestricted	-	-	-	-	7,916	7,916	7,916	7,916	7,916	7,916	7,916	39,579	-	**94,990**	92,111	2,878
		-	-	-	-	7,916	7,916	7,916	7,916	7,916	7,916	7,916	39,579	-	**94,990**	**383,611**	**(288,622)**
Total Revenue		**-**	**213,762**	**320,640**	**469,945**	**897,210**	**408,131**	**726,560**	**371,761**	**488,592**	**742,585**	**486,619**	**410,099**	**786,355**	**6,322,258**	**6,366,558**	**(44,300)**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	52,416	81,707	91,839	76,948	87,069	99,053	129,013	129,013	129,013	129,013	129,013	64,506	-	**1,198,602**	1,157,846	(40,756)
1170	Teachers' Substitute Hours	-	-	-	-	-	-	-	-	-	-	-	31,811	-	**31,811**	30,729	(1,082)
1175	Teachers' Extra Duty/Stipends	1,000	1,050	1,050	1,750	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	51,250	**64,500**	64,500	-
1200	Pupil Support Salaries	-	-	-	24,843	8,282	8,282	8,282	8,282	8,282	8,282	8,282	4,141	-	**86,954**	83,998	(2,957)
1300	Administrators' Salaries	26,354	29,154	29,952	29,952	29,154	29,154	29,154	29,154	29,154	29,154	29,154	29,154	-	**348,645**	336,790	(11,855)
		79,770	111,910	122,841	133,492	125,555	137,539	167,498	167,498	167,498	167,498	167,498	130,662	51,250	**1,730,512**	**1,673,862**	**(56,650)**
Classified Salaries																	
2100	Instructional Salaries	40,035	36,784	33,643	36,683	35,985	35,985	35,985	35,985	35,985	35,985	35,985	35,985	-	**435,023**	420,231	(14,792)
2200	Support Salaries	11,821	11,210	11,265	11,034	5,032	5,032	5,032	5,032	5,032	5,032	5,032	5,032	-	**85,583**	82,673	(2,910)
2400	Clerical and Office Staff Salaries	7,770	10,540	10,559	11,062	10,462	10,462	10,462	10,462	10,462	10,462	10,462	10,462	-	**123,630**	119,426	(4,204)
		59,626	58,533	55,467	58,779	51,479	51,479	51,479	51,479	51,479	51,479	51,479	51,479	-	**644,236**	**622,330**	**(21,906)**
Benefits																	
3301	OASDI	8,932	11,236	11,673	11,106	11,143	11,828	13,541	13,541	13,541	13,541	13,541	11,641	-	**145,262**	140,459	(4,803)
3311	Medicare	2,089	2,628	2,730	2,598	2,606	2,766	3,167	3,167	3,167	3,167	3,167	2,722	-	**33,973**	32,849	(1,123)
3401	Health and Welfare	12,755	15,015	16,441	15,354	23,570	23,570	23,570	23,570	23,570	23,570	23,570	23,570	-	**248,123**	239,686	(8,437)
3501	State Unemployment	147	1,314	528	394	892	892	4,462	3,569	1,785	892	892	892	-	**16,660**	16,660	-
3601	Workers' Compensation	-	-	-	5,482	2,442	2,593	2,968	2,968	2,968	2,968	2,968	7,444	-	**32,801**	31,716	(1,085)
3901	Other Benefits	861	764	669	598	961	1,020	1,168	1,168	1,168	1,168	1,168	1,004	-	**11,715**	11,327	(387)
		24,785	30,956	32,040	35,533	41,614	42,669	48,874	47,982	46,197	45,305	45,305	47,273	-	**488,534**	**472,698**	**(15,836)**

FY24-25 Forecast Richmond Charter Academy

Monthly Cash Flow/Forecast FY26-27

Revised 1/17/25

ADA = 313.50

		Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Forecast	Prior Year Forecast	Favorable / (Unfav.)
Books and Supplies																	
4100	Textbooks and Core Curricula	-	50,801	-	36,309	6,233	-	-	-	-	-	-	156	-	**93,500**	90,667	(2,833)
4200	Books and Other Materials	-	-	-	-	220	-	-	-	-	-	-	880	-	**1,100**	1,067	(33)
4302	School Supplies	-	-	26,786	-	1,870	1,870	1,870	1,870	1,870	1,870	1,870	1,870	-	**41,746**	40,480	(1,265)
4305	Software	-	46,127	1,096	8,828	440	440	440	440	440	440	440	269	-	**59,400**	57,600	(1,800)
4310	Office Expense	-	-	1,249	1,524	650	650	650	650	650	650	650	478	-	**7,803**	7,650	(153)
4311	Business Meals	-	-	-	-	217	217	217	217	217	217	217	1,084	-	**2,601**	2,550	(51)
4315	Custodial Supplies	260	260	260	260	260	260	260	260	260	260	260	260	-	**3,121**	3,060	(61)
4328	SA Supplies & Materials	-	-	260	260	260	260	260	260	260	260	260	260	-	**2,601**	2,550	(51)
4400	Noncapitalized Equipment	-	-	-	-	3,121	3,121	3,121	3,121	-	-	-	3,121	-	**15,606**	15,300	(306)
4700	Food Services	-	518	10,861	322	11,231	11,231	11,231	11,231	11,231	11,231	11,231	33,222	-	**123,538**	117,445	(6,092)
4720	Other Food			42	42	42	42	42	42	42	42	42	42	-	**421**	412	(9)
		260	97,707	40,554	47,545	24,544	18,091	18,091	18,091	14,970	14,970	14,970	41,642	-	**351,436**	**338,781**	**(12,655)**
Subagreement Services																	
5102	Special Education	8,776	834	5,562	15,953	11,965	11,965	11,965	11,965	11,965	11,965	11,965	16,734	-	**131,611**	125,120	(6,491)
5103	Substitute Teacher	-	744	14,000	24,587	6,581	823	823	823	823	823	823	153	-	**51,000**	50,000	(1,000)
5104	Transportation	-	-	-	-	325	325	325	325	325	325	325	325	-	**2,601**	2,550	(51)
5105	Security	-	166	4,057	2,707	946	946	946	946	946	946	946	946	-	**14,497**	14,213	(284)
5106	Other Educational Consultants	10,729	2,621	3,770	10,361	1,214	1,214	1,214	1,214	1,214	1,214	1,214	436	-	**36,414**	35,700	(714)
		19,505	4,363	27,390	53,610	21,030	15,272	15,272	15,272	15,272	15,272	15,272	18,594	-	**236,123**	**227,583**	**(8,540)**
Operations and Housekeeping																	
5201	Auto and Travel	-	-	-	-	236	236	236	236	236	236	236	946	-	**2,601**	2,550	(51)
5300	Dues & Memberships	-	-	-	-	87	87	87	87	87	87	87	434	-	**1,040**	1,020	(20)
5400	Insurance	-	-	-	18,980	7,153	7,153	7,153	7,153	7,153	7,153	7,153	16,784	-	**85,833**	81,600	(4,233)
5501	Utilities	11,539	18,842	16,535	(2,866)	5,493	5,493	5,493	5,493	5,493	8,583	9,156	48,078	-	**137,333**	130,560	(6,773)
5502	Janitorial Services	-	-	-	4,310	4,335	4,335	4,335	4,335	4,335	4,335	4,335	17,365	-	**52,020**	51,000	(1,020)
5900	Communications	1,177	461	795	3,368	1,734	1,734	1,734	1,734	1,734	1,734	1,734	2,869	-	**20,808**	20,400	(408)
5901	Postage and Shipping	-	-	-	-	156	156	156	156	156	156	156	468	-	**1,561**	1,530	(31)
		12,716	19,303	17,330	23,791	19,194	19,194	19,194	19,194	19,194	22,284	22,856	86,943	-	**301,196**	**288,660**	**(12,536)**
Facilities, Repairs and Other Leases																	
5601	Rent	89,434	89,434	68,572	199,729	89,434	89,434	89,434	89,434	89,434	92,116	92,117	-	-	**1,078,569**	1,025,377	(53,191)
5603	Equipment Leases	7,261	1,587	1,418	1,861	1,341	1,341	1,341	1,341	1,341	1,341	(4,080)	-	-	**16,094**	15,300	(794)
5605	Real/Personal Property Taxes	-	-	-	-	-	-	-	-	-	-	-	22,889	-	**22,889**	21,760	(1,129)
5610	Repairs and Maintenance	-	11,714	1,590	562	204	204	204	204	204	204	211	-	-	**15,300**	15,000	(300)
5615	Repairs and Maintenance -	-	-	444	444	444	444	444	444	444	444	444	444	-	**4,440**	4,353	(87)
		96,695	102,734	72,024	202,596	91,423	91,423	91,423	91,423	91,423	94,105	88,691	23,333	-	**1,137,291**	**1,081,790**	**(55,501)**
Professional/Consulting Services																	
5801	IT	-	-	9,661	-	2,384	2,384	2,384	2,384	2,384	2,384	2,384	2,260	-	**28,611**	27,200	(1,411)
5802	Audit & Taxes	-	-	5,548	1,177	7,179	-	-	-	-	-	7,632	-	-	**21,536**	21,114	(422)
5803	Legal	-	-	-	-	1,760	1,760	1,760	1,760	1,760	1,760	1,760	8,800	-	**21,120**	20,706	(414)
5804	Professional Development	-	10,128	5,754	320	3,105	3,105	3,105	3,105	3,105	3,105	3,105	8,640	-	**46,579**	44,282	(2,297)
5805	General Consulting	5,818	5,058	2,183	4,108	3,776	3,776	3,776	3,776	3,776	3,776	3,776	1,712	-	**45,310**	43,075	(2,235)
5836	Fingerprinting	28	28	28	28	28	28	28	28	28	28	28	28	-	**339**	333	(6)
5809	Other taxes and fees	-	571	3,170	8,698	-	-	-	-	-	-	-	-	-	**12,439**	11,826	(613)
5810	Payroll Service Fee	-	381	327	304	338	338	338	338	338	338	338	338	-	**3,714**	3,531	(183)
5811	Management Fee	-	6,114	5,241	-	(11,355)	-	-	-	-	-	-	359,104	-	**359,104**	361,621	2,516
5812	District Oversight Fee	-	1,974	2,677	4,346	3,225	3,225	4,346	3,225	4,087	4,699	3,267	3,267	4,822	**43,160**	40,416	(2,744)
5813	Business Services	-	-	-	5,328	12,400	5,847	5,847	5,847	5,847	5,847	5,847	5,847	11,505	**70,160**	66,700	(3,460)
5814	SPED Encroachment	-	-	-	-	-	-	-	-	-	-	-	748	-	**748**	712	(37)
		5,846	24,255	34,589	24,309	22,840	20,463	21,584	20,463	21,325	21,937	28,137	390,745	16,327	**652,821**	**659,732**	**6,910**
Depreciation																	
6900	Depreciation Expense	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	-	**607,000**	607,000	-
		50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	-	**607,000**	**607,000**	**-**
Interest																	
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses		**349,786**	**500,346**	**452,818**	**630,238**	**448,263**	**446,713**	**483,999**	**481,986**	**477,942**	**483,434**	**484,792**	**841,255**	**67,577**	**6,149,149**	**5,972,436**	**(176,713)**
Monthly Surplus (Deficit)		**(349,786)**	**(286,584)**	**(132,178)**	**(160,293)**	**448,947**	**(38,582)**	**242,561**	**(110,225)**	**10,650**	**259,152**	**1,826**	**(431,156)**	**718,778**	**173,110**	**394,122**	**(221,012)**

FY24-25 Forecast Richmond Charter Academy

Monthly Cash Flow/Forecast FY26-27

Revised 1/17/25

ADA = 313.50

	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Forecast	Prior Year Forecast	Favorable / (Unfav.)
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(349,786)	(286,584)	(132,178)	(160,293)	448,947	(38,582)	242,561	(110,225)	10,650	259,152	1,826	(431,156)	718,778	**173,110**		
Cash flows from operating activities																
Depreciation/Amortization	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	-	**607,000**		
Public Funding Receivables	447,495	106,199	41,496	-	-	-	143,583	-	-	-	-	-	(786,355)	**(47,583)**		
Grants and Contributions Rec.	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Due To/From Related Parties	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Prepaid Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Accounts Payable	(66,547)	-	-	-	-	-	-	-	-	-	-	-	67,577	**1,030**		
Accrued Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Other Liabilities	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Deferred Revenue	-	-	-	(36,508)	-	-	(36,508)	-	-	(36,508)	-	-		**(109,523)**		
Cash flows from investing activities																
Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Cash flows from financing activities																
Proceeds from Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Payments on Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Proceeds(Payments) on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	**-**		
Total Change in Cash	81,745	(129,802)	(40,099)	(146,217)	499,530	12,002	400,220	(59,642)	61,233	273,227	52,410	(380,572)				
Cash, Beginning of Month	2,154,288	2,236,034	2,106,231	2,066,133	1,919,915	2,419,445	2,431,447	2,831,667	2,772,024	2,833,258	3,106,485	3,158,895				
Cash, End of Month	**2,236,034**	**2,106,231**	**2,066,133**	**1,919,915**	**2,419,445**	**2,431,447**	**2,831,667**	**2,772,024**	**2,833,258**	**3,106,485**	**3,158,895**	**2,778,322**				

FY24-25 Forecast Richmond Charter Academy

CHARTER IMPACT

Monthly Cash Flow/Forecast FY27-28

Revised 1/17/25

ADA = 313.50

	Jul-27	Aug-27	Sep-27	Oct-27	Nov-27	Dec-27	Jan-28	Feb-28	Mar-28	Apr-28	May-28	Jun-28	Year-End Accruals	Annual Forecast	Prior Year Forecast	Favorable / (Unfav.)
Revenues															**ADA =**	**313.50**
State Aid - Revenue Limit																
8011 LCFF State Aid	-	137,974	137,974	248,354	248,354	248,354	248,354	248,354	248,354	248,354	248,354	248,354	248,354	**2,759,486**	2,621,837	137,649
8012 Education Protection Account	-	-	-	112,038	-	-	112,038	-	-	143,157	-	-	174,460	**541,692**	522,718	18,974
8096 In Lieu of Property Taxes	-	70,288	140,575	93,717	93,717	93,717	93,717	93,717	164,004	82,002	82,002	82,002	82,002	**1,171,459**	1,171,459	-
	-	208,262	278,549	454,108	342,070	342,070	454,108	342,070	412,358	473,513	330,356	330,356	504,816	**4,472,637**	**4,316,014**	**156,623**
Federal Revenue																
8181 Special Education - Entitlement	-	1,853	1,853	3,335	3,335	3,335	3,335	3,335	3,335	3,335	3,335	3,335	3,335	**37,050**	39,520	(2,470)
8220 Federal Child Nutrition	-	-	5,077	5,077	10,154	10,154	10,154	10,154	10,154	10,154	10,154	10,154	10,154	**101,540**	101,540	-
8290 Title I, Part A - Basic Low Income	-	-	24,669	-	-	24,669	-	-	24,669	-	-	-	24,669	**98,677**	98,677	-
8291 Title II, Part A - Teacher Quality	-	-	3,485	-	-	3,485	-	-	3,485	-	-	-	3,485	**13,938**	13,938	-
8294 Title V, Part B - PCSG	-	-	2,500	-	-	2,500	-	-	2,500	-	-	2,500	-	**10,000**	10,000	-
	-	1,853	37,583	8,411	13,488	44,142	13,488	13,488	44,142	13,488	13,488	15,988	41,642	**261,204**	**263,674**	**(2,470)**
Other State Revenue																
8311 State Special Education	-	14,901	14,901	26,822	26,822	26,822	26,822	26,822	26,822	26,822	26,822	26,822	26,822	**298,020**	287,581	10,439
8520 Child Nutrition	-	-	860	860	1,720	1,720	1,720	1,720	1,720	1,720	1,720	1,720	1,720	**17,201**	17,201	-
8545 School Facilities (SB740)	-	-	-	-	-	-	225,793	-	-	-	112,896	-	112,896	**451,586**	442,731	
8550 Mandated Cost	-	-	-	-	-	5,717	-	-	-	-	-	-	572	**6,289**	6,098	191
8560 State Lottery	-	-	-	-	-	-	21,396	-	-	21,396	-	-	42,793	**85,586**	85,586	-
8599 Other State Revenue	-	-	-	-	525,449	-	-	-	-	202,096	-	-	80,838	**808,383**	808,383	-
	-	14,901	15,761	27,682	553,991	34,259	275,731	28,542	28,542	252,034	141,438	28,542	265,641	**1,667,065**	1,647,580	10,630
Other Local Revenue																
8980 Contributions, Unrestricted	-	-	-	-	7,916	7,916	7,916	7,916	7,916	7,916	7,916	39,579	-	**94,990**	94,990	-
	-	-	-	-	7,916	7,916	7,916	7,916	7,916	7,916	7,916	39,579	-	**94,990**	**94,990**	**-**
Total Revenue	**-**	**225,015**	**331,894**	**490,201**	**917,466**	**428,387**	**751,243**	**392,017**	**492,958**	**746,952**	**493,198**	**414,465**	**812,099**	**6,495,896**	**6,322,258**	**173,637**
Expenses																
Certificated Salaries																
1100 Teachers' Salaries	54,319	84,673	95,173	79,741	90,230	102,649	133,696	133,696	133,696	133,696	133,696	66,848	-	**1,242,111**	1,198,602	(43,509)
1170 Teachers' Substitute Hours	-	-	-	-	-	-	-	-	-	-	-	32,965	-	**32,965**	31,811	(1,155)
1175 Teachers' Extra Duty/Stipends	1,000	1,050	1,050	1,750	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	51,250	**64,500**	64,500	-
1200 Pupil Support Salaries	-	-	-	25,745	8,582	8,582	8,582	8,582	8,582	8,582	8,582	4,291	-	**90,111**	86,954	(3,156)
1300 Administrators' Salaries	27,311	30,212	31,039	31,039	30,213	30,213	30,213	30,213	30,213	30,213	30,213	30,213	-	**361,301**	348,645	(12,656)
	82,630	115,935	127,262	138,274	130,074	142,493	173,541	173,541	173,541	173,541	173,541	135,367	51,250	**1,790,988**	**1,730,512**	**(60,476)**
Classified Salaries																
2100 Instructional Salaries	41,488	38,119	34,864	38,015	37,291	37,291	37,291	37,291	37,291	37,291	37,291	37,291	-	**450,815**	435,023	(15,791)
2200 Support Salaries	12,250	11,617	11,674	11,434	5,214	5,214	5,214	5,214	5,214	5,214	5,214	5,214	-	**88,690**	85,583	(3,107)
2400 Clerical and Office Staff Salaries	8,052	10,922	10,942	11,464	10,842	10,842	10,842	10,842	10,842	10,842	10,842	10,842	-	**128,117**	123,630	(4,488)
	61,790	60,658	57,480	60,913	53,348	53,348	53,348	53,348	53,348	53,348	53,348	53,348	-	**667,622**	**644,236**	**(23,386)**
Benefits																
3301 OASDI	9,248	11,633	12,085	11,498	11,536	12,245	14,019	14,019	14,019	14,019	14,019	12,052	-	**150,390**	145,262	(5,128)
3311 Medicare	2,163	2,721	2,826	2,689	2,698	2,864	3,279	3,279	3,279	3,279	3,279	2,819	-	**35,172**	33,973	(1,199)
3401 Health and Welfare	13,218	15,560	17,037	15,911	24,425	24,425	24,425	24,425	24,425	24,425	24,425	24,425	-	**257,130**	248,123	(9,007)
3501 State Unemployment	147	1,314	528	394	892	892	4,462	3,569	1,785	892	892	892	-	**16,660**	16,660	-
3601 Workers' Compensation	-	-	-	5,676	2,529	2,684	3,073	3,073	3,073	3,073	3,073	7,707	-	**33,959**	32,801	(1,158)
3901 Other Benefits	891	791	693	620	995	1,056	1,209	1,209	1,209	1,209	1,209	1,039	-	**12,128**	11,715	(414)
	25,667	32,018	33,169	36,788	43,075	44,167	50,466	49,573	47,789	46,896	46,896	48,934	-	**505,439**	**488,534**	**(16,905)**

FY24-25 Forecast Richmond Charter Academy

Monthly Cash Flow/Forecast FY27-28

Revised 1/17/25

ADA = 313.50

		Jul-27	Aug-27	Sep-27	Oct-27	Nov-27	Dec-27	Jan-28	Feb-28	Mar-28	Apr-28	May-28	Jun-28	Year-End Accruals	Annual Forecast	Prior Year Forecast	Favorable / (Unfav.)
Books and Supplies																	
4100	Textbooks and Core Curricula	-	50,801	-	36,309	6,233	-	-	-	-	-	-	156	-	**93,500**	93,500	-
4200	Books and Other Materials	-	-	-	-	220	-	-	-	-	-	-	880	-	**1,100**	1,100	-
4302	School Supplies	-	-	26,786	-	1,870	1,870	1,870	1,870	1,870	1,870	1,870	1,870	-	**41,746**	41,746	-
4305	Software	-	46,127	1,096	8,828	440	440	440	440	440	440	440	269	-	**59,400**	59,400	-
4310	Office Expense	-	-	1,274	1,554	663	663	663	663	663	663	663	488	-	**7,959**	7,803	(156)
4311	Business Meals	-	-	-	-	221	221	221	221	221	221	221	1,105	-	**2,653**	2,601	(52)
4328	SA Supplies & Materials	-	-	265	265	265	265	265	265	265	265	265	265	-	**2,653**	2,601	(52)
4315	Custodial Supplies	265	265	265	265	265	265	265	265	265	265	265	265	-	**3,184**	3,121	(62)
4720	Other Food	-	-	43	43	43	43	43	43	43	43	43	43	-	**429**	421	(8)
4400	Noncapitalized Equipment	-	-	-	-	3,184	3,184	3,184	3,184	-	-	-	3,184	-	**15,918**	15,606	(312)
4700	Food Services	-	528	11,079	328	11,455	11,455	11,455	11,455	11,455	11,455	11,455	33,886	-	**126,008**	123,538	(2,471)
		265	97,722	40,808	47,593	24,860	18,407	18,407	18,407	15,223	15,223	15,223	42,412	-	**354,550**	**351,436**	**(3,113)**
Subagreement Services																	
5102	Special Education	8,951	850	5,673	16,272	12,204	12,204	12,204	12,204	12,204	12,204	12,204	17,069	-	**134,243**	131,611	(2,632)
5103	Substitute Teacher	-	758	14,280	25,079	6,712	839	839	839	839	839	839	156	-	**52,020**	51,000	(1,020)
5104	Transportation	-	-	-	-	332	332	332	332	332	332	332	332	-	**2,653**	2,601	(52)
5105	Security	-	169	4,138	2,762	965	965	965	965	965	965	965	965	-	**14,787**	14,497	(290)
5106	Other Educational Consultants	10,944	2,673	3,846	10,569	1,238	1,238	1,238	1,238	1,238	1,238	1,238	445	-	**37,142**	36,414	(728)
		19,895	4,451	27,937	54,682	21,451	15,577	15,577	15,577	15,577	15,577	15,577	18,966	-	**240,845**	**236,123**	**(4,722)**
Operations and Housekeeping																	
5201	Auto and Travel	-	-	-	-	241	241	241	241	241	241	241	965	-	**2,653**	2,601	(52)
5300	Dues & Memberships	-	-	-	-	88	88	88	88	88	88	88	442	-	**1,061**	1,040	(21)
5400	Insurance	-	-	-	19,360	7,296	7,296	7,296	7,296	7,296	7,296	7,296	17,120	-	**87,550**	85,833	(1,717)
5501	Utilities	11,770	19,218	16,866	(2,923)	5,603	5,603	5,603	5,603	5,603	8,755	9,339	49,039	-	**140,079**	137,333	(2,747)
5502	Janitorial Services	-	-	-	4,396	4,422	4,422	4,422	4,422	4,422	4,422	4,422	17,712	-	**53,060**	52,020	(1,040)
5900	Communications	1,200	471	811	3,435	1,769	1,769	1,769	1,769	1,769	1,769	1,769	2,926	-	**21,224**	20,808	(416)
5901	Postage and Shipping	-	-	-	-	159	159	159	159	159	159	159	478	-	**1,592**	1,561	(31)
		12,970	19,689	17,677	24,267	19,578	19,578	19,578	19,578	19,578	22,730	23,314	88,682	-	**307,220**	**301,196**	**(6,024)**
Facilities, Repairs and Other Leases																	
5601	Rent	91,222	91,222	69,943	203,724	91,222	91,222	91,222	91,222	91,222	93,958	93,959	-	-	**1,100,140**	1,078,569	(21,571)
5603	Equipment Leases	7,406	1,619	1,447	1,898	1,368	1,368	1,368	1,368	1,368	1,368	(4,162)	-	-	**16,416**	16,094	(322)
5605	Real/Personal Property Taxes	-	-	-	-	-	-	-	-	-	-	-	23,347	-	**23,347**	22,889	(458)
5615	Repairs and Maintenance -	-	-	453	453	453	453	453	453	453	453	453	453	-	**4,529**	4,440	(89)
5610	Repairs and Maintenance	-	11,948	1,621	573	208	208	208	208	208	208	215	-	-	**15,606**	15,300	(306)
		98,628	104,789	73,464	206,648	93,251	93,251	93,251	93,251	93,251	95,987	90,465	23,799	-	**1,160,037**	**1,137,291**	**(22,746)**
Professional/Consulting Services																	
5801	IT	-	-	9,854	-	2,432	2,432	2,432	2,432	2,432	2,432	2,432	2,305	-	**29,183**	28,611	(572)
5802	Audit & Taxes	-	-	5,659	1,201	7,322	-	-	-	-	-	7,785	-	-	**21,967**	21,536	(431)
5803	Legal	-	-	-	-	1,795	1,795	1,795	1,795	1,795	1,795	1,795	8,976	-	**21,543**	21,120	(422)
5804	Professional Development	-	10,331	5,869	326	3,167	3,167	3,167	3,167	3,167	3,167	3,167	8,813	-	**47,510**	46,579	(932)
5805	General Consulting	5,934	5,159	2,226	4,190	3,851	3,851	3,851	3,851	3,851	3,851	3,851	1,747	-	**46,216**	45,310	(906)
5836	Fingerprinting	29	29	29	29	29	29	29	29	29	29	29	29	-	**346**	339	(7)
5809	Other taxes and fees	-	582	3,234	8,872	-	-	-	-	-	-	-	-	-	**12,688**	12,439	(249)
5810	Payroll Service Fee	-	389	334	311	344	344	344	344	344	344	344	344	-	**3,788**	3,714	(74)
5811	Management Fee	-	8,848	7,584	-	(16,432)	-	-	-	-	-	-	519,672	-	**519,672**	359,104	(160,567)
5812	District Oversight Fee	-	2,083	2,785	4,541	3,421	3,421	4,541	3,421	4,124	4,735	3,304	3,304	5,048	**44,726**	43,160	(1,566)
5813	Business Services	-	-	-	5,435	12,648	5,964	5,964	5,964	5,964	5,964	5,964	5,964	11,735	**71,563**	70,160	(1,403)
5814	SPED Encroachment	-	-	-	-	-	-	-	-	-	-	-	763	-	**763**	748	(15)
		5,963	27,421	37,575	24,904	18,578	21,003	22,124	21,003	21,706	22,318	28,671	551,916	16,783	**819,966**	**652,821**	**(167,145)**
Depreciation																	
6900	Depreciation Expense	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	-	**607,000**	607,000	-
		50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	-	**607,000**	**607,000**	**-**
Interest																	
		-	-	-	-	-	-	-	-	-	-	-	-	-	**-**	**-**	**-**
Total Expenses		**358,392**	**513,266**	**465,955**	**644,653**	**454,798**	**458,408**	**496,874**	**494,862**	**490,596**	**496,203**	**497,618**	**1,014,007**	**68,033**	**6,453,667**	**6,149,149**	**(304,518)**
Monthly Surplus (Deficit)		**(358,392)**	**(288,250)**	**(134,062)**	**(154,451)**	**462,668**	**(30,021)**	**254,369**	**(102,845)**	**2,362**	**250,748**	**(4,420)**	**(599,542)**	**744,066**	**42,229**	**173,110**	**(130,881)**

FY24-25 Forecast Richmond Charter Academy

Monthly Cash Flow/Forecast FY27-28

Revised 1/17/25

ADA = 313.50

	Jul-27	Aug-27	Sep-27	Oct-27	Nov-27	Dec-27	Jan-28	Feb-28	Mar-28	Apr-28	May-28	Jun-28	Year-End Accruals	Annual Forecast	Prior Year Forecast	Favorable / (Unfav.)
Cash Flow Adjustments																
Monthly Surplus (Deficit)	(358,392)	(288,250)	(134,062)	(154,451)	462,668	(30,021)	254,369	(102,845)	2,362	250,748	(4,420)	(599,542)	744,066	**42,229**		
Cash flows from operating activities																
Depreciation/Amortization	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	50,583	-	**607,000**		
Public Funding Receivables	494,067	110,683	42,793	-	-	-	138,812	-	-	-	-	-	(812,099)	**(25,744)**		
Grants and Contributions Rec.	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Due To/From Related Parties	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Prepaid Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Accounts Payable	(67,577)	-	-	-	-	-	-	-	-	-	-	-	68,033	**456**		
Accrued Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Other Liabilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Deferred Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Cash flows from investing activities																
Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Cash flows from financing activities																
Proceeds from Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Payments on Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Proceeds(Payments) on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Total Change in Cash	118,681	(126,984)	(40,686)	(103,868)	513,251	20,563	443,765	(52,262)	52,945	301,331	46,164	(548,959)				
Cash, Beginning of Month	2,778,322	2,897,003	2,770,019	2,729,333	2,625,465	3,138,716	3,159,279	3,603,043	3,550,782	3,603,727	3,905,058	3,951,222				
Cash, End of Month	**2,897,003**	**2,770,019**	**2,729,333**	**2,625,465**	**3,138,716**	**3,159,279**	**3,603,043**	**3,550,782**	**3,603,727**	**3,905,058**	**3,951,222**	**3,402,263**				

LCFF CALCULATOR

126805	5 digit District code or 7 digit School code *(from the CDS code)*	LEA:	Richmond Charter Academy
NO	Is this calculation for a new charter school? (select from drop down list)	Projection Title:	FY25 Petition Budget
Charter	Projection Type	Created by:	Jason Sitomer
		Email:	jsitomer@charterimpact.com
1/25/2025	Projection Date	Phone:	(323) 570-0602

Richmond Charter Academy (126805)	PY3 2021-22	PY2 2022-23	PY1 2023-24	CY 2024-25	CY1 2025-26	CY2 2026-27	CY3 2027-28	CY4 2028-29
(1) UNIVERSAL ASSUMPTIONS								
Supplemental Grant %	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%	20.00%
Concentration Grant (>55% population)	65.00%	65.00%	65.00%	65.00%	65.00%	65.00%	65.00%	65.00%
Statutory COLA & Augmentation/Suspension *(prefilled as calculated by the Department of Finance, DOF)*	5.07%	13.26%	8.22%	1.07%	2.43%	3.52%	3.63%	3.49%
Statutory COLA	1.70%	6.56%	8.22%	1.07%	2.43%	3.52%	3.63%	3.49%
Augmentation/(COLA Suspension)	3.37%	6.70%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Base Grant Proration Factor (deficit)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Add-on, ERT & MSA Proration Factor	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Transitional Kindergarten Add-on (*2022-23 forward*)	$ -	$ 2,813	$ 3,044	$ 3,077	$ 3,152	$ 3,263	$ 3,381	$ 3,499
EPA Entitlement as % of statewide adjusted Revenue Limit (P-2)	73.31789035%	12.74780911%	21.98880689%	21.98880689%	21.98880689%	21.98880689%	21.98880689%	21.98880689%
EPA Entitlement as % of statewide adjusted Revenue Limit (Annual)	75.37156903%	12.84814107%	21.98880689%	21.98880689%	21.98880689%	21.98880689%	21.98880689%	21.98880689%
Local EPA Accrual	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Richmond Charter Academy (126805)	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
(2) CHARTER SCHOOL DATA ELEMENTS REQUIRED TO CALCULATE THE LCFF								
NEW CHARTER SCHOOLS — New Charter School Name:								
Year that charter starts operation (select from drop down list):			2022-23					
(a) TRANSFER OF IN-LIEU PROPERTY TAX — Note: Charter schools should contact sponsoring district(s) for In-lieu estimate								
I-4 F-6 / F-7 **In-Lieu of Property Tax**	**805,475**	**1,038,431**	**1,029,352**	1,064,963	1,135,960	1,171,459	1,171,459	
(b) UNDUPLICATED PUPIL PERCENTAGE (UPP)								
A-1.2, A-2.2, A-3.2 **Enrollment (second prior year)**	**267**	**261**						
A-1.1, A-2.1, A-3.1 **Enrollment (first prior year)**	**261**	**276**						
A-1, A-2, A-3 **Enrollment**	**276**	**324**	**292**	300	320	320	320	
B-1.2, B-2.2, B-3.2 **Unduplicated Pupil Count (second prior year)**	**232**	**219**						
B-1.1, B-2.1, B-3.1 **Unduplicated Pupil Count (first prior year)**	**219**	**220**						
B-1, B-2, B-3 **Unduplicated Pupil Count**	**220**	**281**	**232**	238	254	254	254	
	3-yr rolling percentage	*3-yr rolling percentage*	*3-yr rolling percentage*	*3-yr rolling percentage*	*3-yr rolling percentage*	*3-yr rolling percentage*	*3-yr rolling percentage*	*3-yr rolling percentage*
Single Year Unduplicated Pupil Percentage	79.71%	86.73%	79.45%	79.45%	79.45%	79.45%	79.45%	0.00%
C-1 Unduplicated Pupil Percentage (%)	83.46%	83.62%	82.17%	82.03%	79.45%	79.45%	79.45%	0.00%
(c) CONCENTRATION GRANT FUNDING LIMITATION: District of Physical Location								
Enter the unduplicated pupil percentage (UPP) of the district where the charter school is physically located. If the charter school has a physical location within the boundaries of more than one district, enter the highest district UPP of all locations.								
D-3 **Unduplicated Pupil Percentage (%)**	**68.80%**	**68.91%**	**69.18%**	69.18%	69.18%	69.18%	69.18%	69.18%
Unduplicated Pupil Percentage: Supplemental Grant	83.46%	83.62%	82.17%	82.03%	79.45%	79.45%	79.45%	0.00%
Unduplicated Pupil Percentage: Concentration Grant	68.80%	68.91%	69.18%	69.18%	69.18%	69.18%	69.18%	0.00%
(d) AVERAGE DAILY ATTENDANCE (ADA)								
ADA used for the Transitional Kindergarten Add-on ONLY:								
G-4 **TK** (NEW beginning 2022-23)	-	-	-	-	-	-	-	
ADA used for Base, Supplemental and Concentration Grant Calculations: Enter P2 Data - Note: Charter School ADA is always funded on current year								
B-1 **Grades TK-3**	-	-	-	-	-	-	-	
B-2 **Grades 4-6**	**90.39**	**105.40**	**87.62**	95.00	104.50	104.50	104.50	
B-3 **Grades 7-8**	**166.64**	**192.57**	**187.85**	190.00	199.50	209.00	209.00	
B-4 **Grades 9-12**	-	-	-	-	-	-	-	
SUBTOTAL ADA	257.03	297.97	275.47	285.00	304.00	313.50	313.50	-
RATIO: ADA to Enrollment	0.93	0.92	0.94	0.95	0.95	0.98	0.98	-
(e) OTHER LCFF ADJUSTMENTS								
Miscellaneous Adjustments (line H-2), include adjustments for audit penalties and special legislation. Adjustments can be positive or negative. **Minimum State Aid Adjustments (Line J-5), captures adjustments for audit penalties and special legislation. Adjustments can be positive or negative.**								
H-2 Miscellaneous Adjustments	$ -	$ -	$ -					
J-5 Minimum State Aid Adjustments	$ -	$ -	$ -					

Richmond Charter Academy (126805) - FY25 Petition Budget	v.25.2b	1/25/2025	CY
LOCAL CONTROL FUNDING FORMULA			**2024-25**

LCFF ENTITLEMENT CALCULATION

		COLA & Augmentation	Base Grant Proration	Unduplicated Pupil Percentage		
Calculation Factors		1.07%	0.00%	82.03%	69.18%	
	Current Year ADA	Base	Grade Span	Supplemental	Concentration	Total
Grades TK-3	-	$ 10,025	$ 1,043	$ 1,816	$ 1,020	$ -
Grades 4-6	95.00	10,177		1,670	938	1,214,542
Grades 7-8	190.00	10,478		1,719	966	2,500,928
Grades 9-12	-	12,144	316	2,044	1,148	-
Subtract Necessary Small School ADA and Funding	-	-	-			-
Total Base, Supplemental, and Concentration Grant		$ 2,957,635	$ -	$ 485,230	$ 272,605	$ 3,715,470
NSS Allowance		-				-
TOTAL BASE	285.00	$ 2,957,635	$ -	$ 485,230	$ 272,605	$ 3,715,470
ADD ONS:						
Targeted Instructional Improvement Block Grant						$ -
Home-to-School Transportation (COLA added commencing 2023-24)						-
Small School District Bus Replacement Program (COLA added commencing 2023-24)						-
Transitional Kindergarten (Commencing 2022-23)	TK ADA	-	TK Add-on rate	$ 3,077.00		-
ECONOMIC RECOVERY TARGET PAYMENT						-
LCFF Entitlement Before Adjustments						$ 3,715,470
Miscellaneous Adjustments						-
ADJUSTED LCFF ENTITLEMENT						**$ 3,715,470**
Local Revenue (including RDA)						(1,064,963)
Gross State Aid						**$ 2,650,507**
Education Protection Account Entitlement						(448,150)
Net State Aid						**$ 2,202,357**

MINIMUM STATE AID CALCULATION

	12-13 Rate	2024-25 ADA	N/A
2012-13 RL/Charter Gen BG adjusted for ADA	$ 5,290.50	285.00	$ 1,507,793
2012-13 NSS Allowance (deficited)	$ -		-
Minimum State Aid Adjustments			-
Less Current Year Property Taxes/In-Lieu			(1,064,963)
Less Education Protection Account Entitlement			(448,150)
Subtotal State Aid for Historical RL/Charter General BG			**$ -**
Categorical Minimum State Aid			-
Charter School Categorical Block Grant adjusted for ADA	895.43	285.00	255,198
Minimum State Aid Guarantee Before Proration Factor			**$ 255,198**
Proration Factor			0.00%
Minimum State Aid Guarantee			**$ 255,198**

CHARTER SCHOOL MINIMUM STATE AID OFFSET

LCFF Entitlement	3,715,470
Minimum State Aid plus Property Taxes including RDA	1,320,161
Offset	-
Minimum State Aid Prior to Offset	255,198
Total Minimum State Aid with Offset	255,198
State Aid Before Additional State Aid	**$ 2,202,357**
ADDITIONAL STATE AID	**$ -**
LCFF State Aid, Adjusted for Minimum State Aid Guarantee	**$ 2,202,357**

LCFF Entitlement, excludes Categorical MSA and before COE transfer, Choice & Charter Supplemental			**$ 3,715,470**
Change Over Prior Year	4.50%	159,940	
LCFF Entitlement Per ADA (excluding Categorical MSA)			13,037
Per-ADA Change Over Prior Year	1.01%	130	
Basic Aid Status (school districts only)			-

LCFF SOURCES INCLUDING EXCESS TAXES

		Increase	2024-25
State Aid	4.99%	104,758	$ 2,202,357
Education Protection Account			448,150
Property Taxes Net of In-Lieu Transfers	0.00%	-	-
Charter In-Lieu Taxes	3.46%	35,611	1,064,963
Total LCFF (Excludes Basic Aid Choice and Basic Aid Supplemental Funding)	3.95%	140,369	**$ 3,715,470**

Richmond Charter Academy (126805) - FY25 Petition Budget	v.25.2b						CY1	v.25.2b						CY2
LOCAL CONTROL FUNDING FORMULA							**2025-26**							**2026-27**
LCFF ENTITLEMENT CALCULATION														
		COLA & Augmentation		Base Grant Proration	Unduplicated Pupil Percentage				COLA & Augmentation		Base Grant Proration	Unduplicated Pupil Percentage		
Calculation Factors		2.43%		0.00%	79.45%	69.18%			3.52%		0.00%	79.45%	69.18%	
	Current Year ADA	Base		Grade Span	Supplemental	Concentration	Total	Current Year ADA	Base		Grade Span	Supplemental	Concentration	Total
Grades TK-3	-	$ 10,269		$ 1,068	$ 1,801	$ 1,045	$ -	-	$ 10,630		$ 1,106	$ 1,865	$ 1,082	$ -
Grades 4-6	104.50	10,424			1,656	961	1,362,801	104.50	10,791			1,715	995	1,410,781
Grades 7-8	199.50	10,733			1,705	989	2,678,833	209.00	11,111			1,766	1,024	2,905,233
Grades 9-12	-	12,439		323	2,028	1,176	-	-	12,877		335	2,099	1,218	-
Subtract Necessary Small School ADA and Funding	-	-		-			-	-	-		-			-
Total Base, Supplemental, and Concentration Grant		$ 3,230,542		$ -	$ 513,333	$ 297,759	$ 4,041,634		$ 3,449,859		$ -	$ 548,182	$ 317,973	$ 4,316,014
NSS Allowance		-					-		-					-
TOTAL BASE	304.00	$ 3,230,542		$ -	$ 513,333	$ 297,759	$ 4,041,634	313.50	$ 3,449,859		$ -	$ 548,182	$ 317,973	$ 4,316,014
ADD ONS:														
Targeted Instructional Improvement Block Grant							$ -							$ -
Home-to-School Transportation (COLA added commencing 2023-24)							-							-
Small School District Bus Replacement Program (COLA added commencing 2023-24)							-							-
Transitional Kindergarten (Commencing 2022-23)	TK ADA	-		TK Add-on rate	$ 3,152.00		-	TK ADA	-		TK Add-on rate	$ 3,263.00		-
ECONOMIC RECOVERY TARGET PAYMENT							-							-
LCFF Entitlement Before Adjustments							$ 4,041,634							$ 4,316,014
Miscellaneous Adjustments							-							-
ADJUSTED LCFF ENTITLEMENT							**$ 4,041,634**							**$ 4,316,014**
Local Revenue (including RDA)							(1,135,960)							(1,171,459)
Gross State Aid							**$ 2,905,674**							**$ 3,144,555**
Education Protection Account Entitlement							(489,643)							(522,718)
Net State Aid							**$ 2,416,031**							**$ 2,621,837**
MINIMUM STATE AID CALCULATION														
			12-13 Rate	2025-26 ADA			N/A			12-13 Rate	2026-27 ADA			N/A
2012-13 RL/Charter Gen BG adjusted for ADA			$ 5,290.50	304.00			$ 1,608,312			$ 5,290.50	313.50			$ 1,658,572
2012-13 NSS Allowance (deficited)			$ -				-			$ -				-
Minimum State Aid Adjustments							-							-
Less Current Year Property Taxes/In-Lieu							(1,135,960)							(1,171,459)
Less Education Protection Account Entitlement							(489,643)							(522,718)
Subtotal State Aid for Historical RL/Charter General BG							**$ -**							**$ -**
Categorical Minimum State Aid							-							-
Charter School Categorical Block Grant adjusted for ADA			895.43	304.00			272,211			895.43	313.50			280,717
Minimum State Aid Guarantee Before Proration Factor							**$ 272,211**							**$ 280,717**
Proration Factor							0.00%							0.00%
Minimum State Aid Guarantee							**$ 272,211**							**$ 280,717**
CHARTER SCHOOL MINIMUM STATE AID OFFSET														
LCFF Entitlement							4,041,634							4,316,014
Minimum State Aid plus Property Taxes including RDA							1,408,171							1,452,176
Offset							-							-
Minimum State Aid Prior to Offset							272,211							280,717
Total Minimum State Aid with Offset							272,211							280,717
State Aid Before Additional State Aid							**$ 2,416,031**							**$ 2,621,837**
ADDITIONAL STATE AID							**$ -**							**$ -**
LCFF State Aid, Adjusted for Minimum State Aid Guarantee							**$ 2,416,031**							**$ 2,621,837**
LCFF Entitlement, excludes Categorical MSA and before COE transfer, Choice & Charter Supplem							**$ 4,041,634**							**$ 4,316,014**
Change Over Prior Year			8.78%	326,164						6.79%	274,380			
LCFF Entitlement Per ADA (excluding Categorical MSA)							13,295							13,767
Per-ADA Change Over Prior Year			1.98%	258						3.55%	472			
Basic Aid Status (school districts only)							-							-
LCFF SOURCES INCLUDING EXCESS TAXES														
				Increase			2025-26				Increase			2026-27
State Aid			9.70%	213,674			$ 2,416,031			8.52%	205,806			$ 2,621,837
Education Protection Account							489,643							522,718
Property Taxes Net of In-Lieu Transfers			0.00%	-			-			0.00%	-			-
Charter In-Lieu Taxes			6.67%	70,998			1,135,960			3.13%	35,499			1,171,459
Total LCFF (Excludes Basic Aid Choice and Basic Aid Supplemental Funding)			7.66%	284,672			**$ 4,041,634**			5.97%	241,305			**$ 4,316,014**

Richmond Charter Academy (126805) - FY25 Petition Budget	v.25.2b					CY3
LOCAL CONTROL FUNDING FORMULA						**2027-28**
LCFF ENTITLEMENT CALCULATION						
		COLA & Augmentation	Base Grant Proration	Unduplicated Pupil Percentage		
Calculation Factors		3.63%	0.00%	79.45%	69.18%	
	Current Year ADA	Base	Grade Span	Supplemental	Concentration	Total
Grades TK-3	-	$ 11,016	$ 1,146	$ 1,933	$ 1,121	$ -
Grades 4-6	104.50	11,183		1,777	1,031	1,462,030
Grades 7-8	209.00	11,514		1,830	1,061	3,010,607
Grades 9-12	-	13,344	347	2,175	1,262	-
Subtract Necessary Small School ADA and Funding	-	-	-			-
Total Base, Supplemental, and Concentration Grant		$ 3,575,050	$ -	$ 568,075	$ 329,512	$ 4,472,637
NSS Allowance		-				-
TOTAL BASE	313.50	$ 3,575,050	$ -	$ 568,075	$ 329,512	$ 4,472,637
ADD ONS:						
Targeted Instructional Improvement Block Grant						$ -
Home-to-School Transportation (COLA added commencing 2023-24)						-
Small School District Bus Replacement Program (COLA added commencing 2023-24)						-
Transitional Kindergarten (Commencing 2022-23)	TK ADA	-	TK Add-on rate	$ 3,381.00		-
ECONOMIC RECOVERY TARGET PAYMENT						-
LCFF Entitlement Before Adjustments						$ 4,472,637
Miscellaneous Adjustments						-
ADJUSTED LCFF ENTITLEMENT						**$ 4,472,637**
Local Revenue (including RDA)						(1,171,459)
Gross State Aid						**$ 3,301,178**
Education Protection Account Entitlement						(541,692)
Net State Aid						**$ 2,759,486**
MINIMUM STATE AID CALCULATION						
			12-13 Rate	2027-28 ADA		N/A
2012-13 RL/Charter Gen BG adjusted for ADA			$ 5,290.50	313.50		$ 1,658,572
2012-13 NSS Allowance (deficited)			$ -			-
Minimum State Aid Adjustments						-
Less Current Year Property Taxes/In-Lieu						(1,171,459)
Less Education Protection Account Entitlement						(541,692)
Subtotal State Aid for Historical RL/Charter General BG						**$ -**
Categorical Minimum State Aid						-
Charter School Categorical Block Grant adjusted for ADA			895.43	313.50		280,717
Minimum State Aid Guarantee Before Proration Factor						**$ 280,717**
Proration Factor						0.00%
Minimum State Aid Guarantee						**$ 280,717**
CHARTER SCHOOL MINIMUM STATE AID OFFSET						
LCFF Entitlement						4,472,637
Minimum State Aid plus Property Taxes including RDA						1,452,176
Offset						-
Minimum State Aid Prior to Offset						280,717
Total Minimum State Aid with Offset						280,717
State Aid Before Additional State Aid						**$ 2,759,486**
ADDITIONAL STATE AID						**$ -**
LCFF State Aid, Adjusted for Minimum State Aid Guarantee						**$ 2,759,486**
LCFF Entitlement, excludes Categorical MSA and before COE transfer, Choice & Charter Suppleme						**$ 4,472,637**
Change Over Prior Year			3.63%	156,623		
LCFF Entitlement Per ADA (excluding Categorical MSA)						14,267
Per-ADA Change Over Prior Year			3.63%	500		
Basic Aid Status (school districts only)						-
LCFF SOURCES INCLUDING EXCESS TAXES						
				Increase		2027-28
State Aid			5.25%	137,649		$ 2,759,486
Education Protection Account						541,692
Property Taxes Net of In-Lieu Transfers			0.00%	-		-
Charter In-Lieu Taxes			0.00%	-		1,171,459
Total LCFF (Excludes Basic Aid Choice and Basic Aid Supplemental Funding)			3.19%	137,649		**$ 4,472,637**

Richmond Charter Academy (126805) - FY25 Petition Budget	1/25/2025			
	2024-25	**2025-26**	**2026-27**	**2027-28**
LCFF Entitlement Per ADA (excludes Categorical MSA)	$ 13,037	$ 13,295	$ 13,767	$ 14,267
Additional State Aid	-	-	-	-
Total LCFF Entitlement with Additional State Aid	3,715,470	4,041,634	4,316,014	4,472,637
LCFF Sources Summary				
Funding Source Summary				
Local Revenue and In-Lieu of Property Taxes *(net for school districts)*	$ *1,064,963*	$ *1,135,960*	$ *1,171,459*	$ *1,171,459*
Education Protection Account Entitlement *(includes $200/minimum per ADA)*	$ 448,150	$ 489,643	$ 522,718	$ 541,692
Net State Aid *(excludes Additional State Aid)*	$ 2,202,357	$ 2,416,031	$ 2,621,837	$ 2,759,486
Additional State Aid	$ -	$ -	$ -	$ -
Total Funding Sources	**$ 3,715,470**	**$ 4,041,634**	**$ 4,316,014**	**$ 4,472,637**
Funding Source by Resource-Object				
State Aid (Resource Code 0000, Object Code 8011)	$ 2,202,357	$ 2,416,031	$ 2,621,837	$ 2,759,486
EPA, Current Year (Resource 1400, Object Code 8012) (P-2 plus Current Year Accrual)	$ 448,150	$ 489,643	$ 522,718	$ 541,692
EPA, Prior Year Adjustment (Resource 1400, Object Code 8019) (P-A less Prior Year Accrual)	$ -	$ -	$ -	$ -
Property Taxes (Object 8021 to 8089)	$ -	$ -	$ -	$ -
In-Lieu of Property Taxes (Object Code 8096)	1,064,963	1,135,960	1,171,459	1,171,459
Entitlement and Source Reconciliation				
Basic Aid/Excess Tax District Status	$ -	$ -	$ -	$ -
Total LCFF Entitlement	$ 3,715,470	$ 4,041,634	$ 4,316,014	$ 4,472,637
Additional State Aid	$ -	$ -	$ -	$ -
Additional EPA Minimum Entitlement (excess to LCFF Entitlement)	$ -	$ -	$ -	$ -
Excess Taxes before Minimum State Aid	$ -	$ -	$ -	$ -
Total Funding Sources	$ 3,715,470	$ 4,041,634	$ 4,316,014	$ 4,472,637
LCAP Percentage to Increase or Improve Services Calculation				
Base Grant (*Excludes add-ons for TIIG & Transportation)*	$ 2,957,635	$ 3,230,542	$ 3,449,859	$ 3,575,050
Supplemental and Concentration Grant funding in the LCAP year	$ 757,835	$ 811,092	$ 866,155	$ 897,587
Projected Additional 15% Concentration Grant funding in the LCAP year	$ 62,909	$ 68,714	$ 73,378	$ 76,041
Percentage to Increase or Improve Services	25.62%	25.11%	25.11%	25.11%
PER-ADA FUNDING LEVELS				
Base, Supplemental and Concentration Rate per ADA				
Grades TK-3	$ 13,903.95	$ 14,183.38	$ 14,682.56	$ 15,215.51

Richmond Charter Academy (126805) - FY25 Petition Budget	1/25/2025			
	2024-25	**2025-26**	**2026-27**	**2027-28**
Grades 4-6	$ 12,784.65	$ 13,041.15	$ 13,500.30	$ 13,990.72
Grades 7-8	$ 13,162.78	$ 13,427.73	$ 13,900.64	$ 14,404.82
Grades 9-12	$ 15,652.63	$ 15,966.16	$ 16,529.14	$ 17,128.40
Base Grants				
Grades TK-3	$ 10,025	$ 10,269	$ 10,630	$ 11,016
Grades 4-6	$ 10,177	$ 10,424	$ 10,791	$ 11,183
Grades 7-8	$ 10,478	$ 10,733	$ 11,111	$ 11,514
Grades 9-12	$ 12,144	$ 12,439	$ 12,877	$ 13,344
Grade Span Adjustment				
Grades TK-3	$ 1,043	$ 1,068	$ 1,106	$ 1,146
Grades 9-12	$ 316	$ 323	$ 335	$ 347
Supplemental Grant	20%	20%	20%	20%
Maximum - 1.00 ADA, 100% UPP				
Grades TK-3	$ 2,214	$ 2,267	$ 2,347	$ 2,432
Grades 4-6	$ 2,035	$ 2,085	$ 2,158	$ 2,237
Grades 7-8	$ 2,096	$ 2,147	$ 2,222	$ 2,303
Grades 9-12	$ 2,492	$ 2,552	$ 2,642	$ 2,738
Actual - 1.00 ADA, Local UPP as follows:	*82.03%*	*79.45%*	*79.45%*	*79.45%*
Grades TK-3	$ 1,816	$ 1,801	$ 1,865	$ 1,933
Grades 4-6	$ 1,670	$ 1,656	$ 1,715	$ 1,777
Grades 7-8	$ 1,719	$ 1,705	$ 1,766	$ 1,830
Grades 9-12	$ 2,044	$ 2,028	$ 2,099	$ 2,175
Concentration Grant (>55% population)	65%	65%	65%	65%
Maximum - 1.00 ADA, 100% UPP				
Grades TK-3	$ 7,194	$ 7,369	$ 7,628	$ 7,905
Grades 4-6	$ 6,615	$ 6,776	$ 7,014	$ 7,269
Grades 7-8	$ 6,811	$ 6,976	$ 7,222	$ 7,484
Grades 9-12	$ 8,099	$ 8,295	$ 8,588	$ 8,899
Actual - 1.00 ADA, Local UPP >55% as follows:	*14.1800%*	*14.1800%*	*14.1800%*	*14.1800%*
Grades TK-3	$ 1,020	$ 1,045	$ 1,082	$ 1,121
Grades 4-6	$ 938	$ 961	$ 995	$ 1,031
Grades 7-8	$ 966	$ 989	$ 1,024	$ 1,061
Grades 9-12	$ 1,148	$ 1,176	$ 1,218	$ 1,262