

# **Alternatives in Action High School**

a Public Charter High School



## **Charter Renewal Petition**

### **2021 - 2026**

Submitted to:  
**Oakland Unified School District**

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## Affirmations, Declarations, and Assurances

### Affirmation of Conditions Described in Education Code Section 47605(e)

Alternatives in Action (also referred to herein as “Charter School”):

1. Shall be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (“Ed. Code”) § 47605(e)(1))
2. Shall not charge tuition (including fees or other mandatory payments for attendance at Charter School or for participation in programs that are required for students except as authorized by those Education Code provisions that explicitly apply to charter schools). (Ed. Code § 47605(e)(1))
3. Shall not discriminate on the basis of the characteristics included in Education Code section 220, including but not limited to disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, immigration status. (Ed. Code § 47605(e)(1))
4. Except for legally permissible admission preferences [as provided in Education Code section 47605(e)(2)], admission to Charter School shall not be determined according to the place of residence of the pupil, or of the pupil’s parent or legal guardian, within this state, except that an existing public school converting partially or entirely to a charter school shall adopt and maintain a policy giving admission preference to pupils who reside within the former attendance area of that public school. (Ed. Code § 47605(e)(1))
5. Shall admit all pupils who wish to attend Charter School. However, if the number of pupils who wish to attend Charter School exceeds its capacity, attendance, except for existing pupils of the charter school, shall be determined by a public random drawing. Preference shall be extended to pupils currently attending the charter school and pupils who reside in the Oakland Unified School District (“OUSD” or “District”) except as provided for in Education Code section 47614.5. Priority order for any preference shall be determined in the charter petition in accordance with all of the following: (Ed. Code § 47605(e)(2)(A)-(B))
  - a. Each type of preference shall be approved by OUSD at a public hearing. (Ed. Code § 47605(e)(2)(B)(i))
  - b. Preferences shall be consistent with federal law, the California Constitution, and Education Code section 200. (Ed. Code § 47605(e)(2)(B)(ii))
  - c. Preferences shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation. (Ed. Code § 47605(e)(2)(B)(iii))
  - d. Preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment. (Ed. Code § 47605(e)(2)(B)(iv))

6. If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades, and health information. (Ed. Code § 47605(e)(3))
7. Shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code section 47605(e)(2)(B)(iii). (Ed. Code § 47605(e)(4)(A))
8. Shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to Charter School before enrollment. (Ed. Code § 47605(e)(4)(B))
9. Shall not encourage a pupil currently attending the charter school to disenroll from the charter school or transfer to another school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code section 47605(e)(2)(B)(iii). (Ed. Code § 47605(e)(4)(C))
10. Shall post the California Department of Education's Charter School Complaint Notice on Charter School's website and Charter School shall provide a parent or guardian, or a pupil if the pupil is 18 years old, a copy of this notice at all of the following times: When a parent, guardian, or pupil inquires about enrollment; before conducting an enrollment lottery; and before disenrollment of a pupil. (Ed. Code § 47605(e)(4)(D))

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

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

#### **Other Assurances**

Charter School:

1. Shall meet all statewide standards and conduct the pupil assessments required pursuant to Education Code sections 60605 and 60851 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in noncharter public schools. (Ed. Code § 47605(d)(1))
2. Shall operate in compliance with generally accepted government accounting principles. (Ed. Code § 47605(c)(5)(I))
3. Shall at all times maintain all necessary and appropriate insurance coverage.
4. Shall be subject to conflict of interest and other laws pertaining to public officials, including Government Code section 1090 et seq. and the Political Reform Act (Ed. Code § 47604.1(b)(3) and (4))

5. Shall require its teachers to hold a certificate, permit, or other document issued by the Commission on Teacher Credentialing (CTC) equivalent to that which a teacher in other public schools would be required to hold. (Ed. Code § 47605(1))
6. Shall not hire any person who has been convicted of a violent or serious felony except as otherwise provided by law, and, if the school contracts with an entity for specified services, verify that any employee of that entity who will have contact with students has had a criminal background check (Ed. Code §§ 44830.1, 45122.1, and 45125.1)
7. Shall not discriminate against any employee or candidate for employment on the basis of the fact or perception of a person's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status or any other protected classification, in accordance with applicable law, and shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. (Government Code § 12940; Title 5 CCR §11967.5.1(f)(5))
8. Shall adhere to all applicable provisions of federal law relating to students with disabilities, including the Individuals with Disabilities Education Act; Section 504 of the Rehabilitation Act of 1974; and Title II of the Americans with Disabilities Act of 1990, and serve students with disabilities in the same manner as such students are served in other public schools. (Ed. Code §§ 47646, 56145)
9. Shall adhere to all applicable provisions of federal law relating to students who are English language learners, including Title VI of the Civil Rights Act of 1964; the Equal Educational Opportunities Act of 1974; MGL c. 76, section 5; and MGL c. 89, 71 sections (f) and (I).
10. Shall follow the provisions of the McKinney–Vento Homeless Assistance Act of 1987 (42 U.S.C. ch. 119 § 11431 et seq.) and Education Code sections 48850-48859 to ensure that homeless students and foster youth have access to the same free, appropriate public education, including public preschools, as provided to other children and youths.
11. Shall provide reasonable accommodations on campus to a lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. (Ed. Code § 222)
12. Shall provide students the right to exercise freedom of speech and of the press including, but not limited to, the use of bulletin boards; the distribution of printed materials or petitions; the wearing of buttons, badges, and other insignia; and the right of expression in official publications. (Ed. Code §§ 48907 and 48950)
13. Shall comply with all other applicable federal, state and local laws and regulations that pertain to the applicant or operation of the charter school, including, but not limited to, the following:
  - a. The California Code of Regulations
  - b. The Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99)
  - c. Title IX of the Education Amendments of 1972 (20 U.S.C. Sec. 1681 et seq.)
  - d. Displaying all required postings at school site and online
  - e. Following the minimum and maximum age requirements for enrollment
  - f. Providing the minimum number of instructional minutes

NOTE: This Charter contains specific “District Required Language (DRL)”, including the above *Affirmations, Declarations, and Assurances* section. The DRL should be highlighted in gray with each Charter element or section. To the extent that any inconsistency may exist between any provision contained within the body of the Charter and the DRL, the provisions of the DRL shall control.

## **Element 1 – Educational Program**

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

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

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

### **Local Control Accountability Plan (LCAP)**

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

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

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

### **Western Association of Schools and Colleges (WASC) Accreditation**



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

**Mathematics Placement Policy**

If Charter School serves ninth grade, Charter School shall comply with the requirements of Education Code section 51224.7 with respect to implementing a fair, objective and transparent mathematics placement policy for pupils entering the ninth grade.

**Student Enrollment and Grade Levels Served**

For the term of the Charter, Charter School projects the following grade levels and enrollment:

<b>Grade Level</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>TK</b>	n/a	n/a	n/a	n/a	n/a
<b>K</b>	n/a	n/a	n/a	n/a	n/a
<b>1</b>	n/a	n/a	n/a	n/a	n/a
<b>2</b>	n/a	n/a	n/a	n/a	n/a
<b>3</b>	n/a	n/a	n/a	n/a	n/a
<b>4</b>	n/a	n/a	n/a	n/a	n/a
<b>5</b>	n/a	n/a	n/a	n/a	n/a
<b>6</b>	n/a	n/a	n/a	n/a	n/a
<b>7</b>	n/a	n/a	n/a	n/a	n/a
<b>8</b>	n/a	n/a	n/a	n/a	n/a
<b>9</b>	33	32	36	38	38
<b>10</b>	48	50	50	50	50
<b>11</b>	48	50	50	50	50
<b>12</b>	46	48	48	48	48
<b>Other</b>	n/a	n/a	n/a	n/a	n/a
<b>Total</b>	175	180	184	186	186

**Maximum enrollment of school during the upcoming charter term: 200**

Charter School acknowledges that it is the position of the District that any deviation from the grade levels listed above shall be considered a material revision of the Charter under Education Code section 47607(a). Further, any increase in enrollment exceeding either 5% OR 20 students of the total enrollment, shall be considered a material revision of the Charter, and any decrease in enrollment exceeding 10% AND 20 students below the projected enrollment for a given year shall also be considered a material revision of the Charter.

**General Information**

Contact Person: Phung Lai, Executive Director

Contact & School Site Address: 6221 E. 17<sup>th</sup> St., Oakland, CA 94621

*Phone Number:* (510) 285-6290

*Term of this Charter:* July 1, 2021 to June 30, 2026

*Grade Configuration:* 9, 10, 11, 12

## **Mission and Vision**

Vision: We envision generations of young adults inspired and prepared to transform their lives and their communities.

Mission: Alternatives in Action inspires Bay Area youth to realize their leadership potential and prepares them for college, career, and community life through dynamic educational, skill-building, and real-world experiences. Our schools, programs, and partnerships provide innovative opportunities and support that help children and youth succeed and ultimately become contributing adults.

### Expected Results

AIAHS students will succeed in post-secondary education (primarily four-year universities, ultimately, but also including community college associate degrees and vocational degrees at community colleges), enter into productive and meaningful careers and will contribute positively to their communities.

## **Population Served**

AIAHS is open to all high school age youth. Special emphasis is placed on serving youth who have been unsuccessful or unchallenged in traditional school. AIAHS conducts targeted recruitment to outreach to students who are most at risk including partnerships with the Transition Center of the Juvenile Justice Center, East Bay Asian Youth Center (EBAYC), East Bay Agency for Children (EBAC), and Youth Alive! which operates a case management program for system-involved youth, and the East Bay Asian Local Development Corporation (EBALDC) that operates subsidized housing and resident programs. AIAHS provides a meaningful education to youth who are disengaged with education through youth-adult collaboration, real and dramatic experience as a central part of their education, and advocacy and leadership on behalf of youth and their communities.

The AIAHS mission requires building students' capacities towards the school-wide outcomes through:

- Staff who are skilled as teachers, but also as relationship builders, youth developers, and community builders.
- Curriculum that is thematic, emphasizes depth over coverage, engages students' interests, and builds academic/personal capacities.
- A community that emphasizes rigorous and meaningful post-high school options, both directly through support for meeting the requirements for attending college and by building the capacities

(such as personal responsibility, respect, community building, and motivation) necessary to become successful professionals.

Neither AIAHS students nor staff members come to AIAHS with these skills and capacity wholly in place, and AIAHS seeks to build these skills over time.

A recent assessment conducted of AIAHS students demonstrates AIAHS affinity to the priorities embedded in the Local Control Funding Formula. Over ~~75.80%~~ ~~percent~~ of our students over the last three years meet the eligibility criteria to qualify for DASS ~~ASAM~~ status as described in the introduction. Race, ethnicity and free and reduced lunch rate information is located in the **Shifts in Demographics** section below.

Age and Grade Range

AIAHS serves high school youth in grades 9 through 12, which usually means youth between the ages of 14 and 19. However, AIAHS will admit any youth who has been promoted from the eighth grade and will allow youth to continue to be enrolled until they earn a diploma or turn 22 years old, consistent with the conditions for continuous enrollment and progress towards a diploma set forth in state law.

Geographic Area Served

AIAHS does not determine admissions by geographic area and any resident of California can attend AIAHS. However, the focus of AIAHS’s recruitment efforts is on ~~Alameda~~, Oakland, and other East Bay communities.

**Shifts in Demographics**

The AIAHS student body is comprised of low-income students, Latinx, English Learners (EL), and African Americans, and students with disabilities.

<b>Enrollment</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>
Total Enrollment	165	171	183	202	171
<b>Demographics</b>					
% White	0.6%	0.6%	1.6%	1%	1.2%
% Black	5.5%	5.8%	6%	5.9%	4.7%
% Hispanic	92.7%	93%	72.1%	83.2%	91.8%
% Asian / Pacific Islander	0%	0%	0.5%	0%	0%
% Mixed / No Response	0.6%	0%	19.7%	9.4%	1.2%
% Other	0.6%	0.6%	0%	1%	1.2%
<b>Special education</b>					
% Students with Disabilities (IEP and 504)	9.1%	9.9%	9.8%	13.4%	7%
<b>Other</b>					
% Free and Reduced Lunch Status	94.5%	98.2%	99.5%	96%	95.9%

% English Learners	53.3%	46.2%	47%	48.5%	56.7%
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Another feature of the shift in AIAHS’s demographics is the higher number of students coming to AIAHS below grade level. In ~~2014-2015~~2020-2021, ~~825%-percent~~ of students’ in grades 9 through 12 entered below grade level in either Math, English Language Arts, or both, as evidenced by assessment scores. Ninety-~~six~~ percent of students entering after their freshman year enter below grade level as evidenced by transcript analysis.

### Community Interest

The AIAHS model has proven to be a lifeline for students at risk of dropping out or who have experienced struggles, academically and otherwise, in a traditional school setting. Our student population is made up of overwhelming socioeconomically disadvantaged children of color, more than half of whom are English Learners. Additionally, many of our students struggle with competing priorities in their lives, such as children of their own to care for. AIAHS serves a critical community need by providing an educational option wherein youth can pursue their academic interests with support from staff and teachers (academic coaches) who take a personal interest in their success. Opposed to a continuation school model that emphasizes rapid credit recovery to simply meet the minimum requirements for receiving a high school diploma, AIAHS considers the *entirety* of our students’ academic goals – not just earning a diploma, but positioning themselves to be successful beyond high school, in a four-year university, community college or career technical education pathway. AIAHS provides this environment for our students.

Once students are enrolled in AIAHS, they and their families meet with AIAHS staff to review transcripts, set expectations, and get an initial and personalized orientation to the program. Based primarily on data gathered from these meetings, AIAHS has learned that, while students come to AIAHS for a variety of reasons, most have been unsuccessful in some facet of traditional schooling and hope to turn their education and life around. AIAHS welcomes students who were unsuccessful or unchallenged in traditional schools, providing an environment in which they can change their own lives as they change the community around them. This meeting is a critical component to our high-touch approach to serving our students because it sets the tone for what they can expect from AIAHS staff, primarily that AIAHS is dedicated to ensuring their success. Over time, 85 percent of AIAHS graduates have gone on to higher education, despite the fact that approximately 90 percent were below grade level upon entrance.

Our initial meetings with students and families has revealed a variety of motivations for seeking our enrollment at AIAHS, including:

- Our intentionally small school and small class sizes that allow for personalized learning and relationship building between students and academic coaches, and parents and school staff.
- The latitude our program affords students in empowering them to take control of their education.

- A non-judgmental school atmosphere that encourages students to refocus their efforts at achieving their educational goals regardless of their past experiences or performance at traditional schools.
- Multiple opportunities to achieve their individual educational goals and the internal supports that help them get back on track with progress toward graduation; for many of our students, AIAHS is their last chance to succeed before attending adult school, continuation school, or dropping out altogether.
- Families feel seen, heard and safe as evidenced by family survey data.
- Career pathway programs that serve the needs of students who desire immediate entry into the skilled workforce. Our Newcomer Program, which serves students who have been in the US for three years or less. AIAHS implemented this program in 2017 when we experienced a dramatic increase in the number of students who had recently arrived in the United States. In response, we have attracted more newcomers, increased our bilingual staff to meet needs of newcomer families, ensured a safe space for students who are adjusting to a new life in the United States. Because this is a specialized approach, students and their families have reported feeling supported and understood as it relates to their unique needs, which could not necessarily be addressed at the high schools in the area their students would otherwise attend
- Intentional outreach to African American families in surrounding neighborhoods.
- High-touch approach with personalized learning plans

The positive feedback we receive from our students and parents reflects the desire in our community to have alternate options for students to achieve their educational goals. AIAHS is not a one-size-fits-all solution, rather we are hyper-conscious of the realities in which our students live and the experiences they bring to their educational journey; leveraging our students' unique perspectives and encouraging their academic and social-emotion growth without judgement, sets AIAHS apart.

### **What it Means to Be an Educated Person in the 21st Century**

AIAHS's vision is that an educated person in the 21st century must be a powerful and effective citizen. The AIAHS community believes that effective citizens know what they think; know what they feel; know what they believe; and have the skills necessary to take meaningful action in the world. To this end, AIAHS will help students:

- develop strong written and verbal communication skills to share ideas and information and read to comprehend, critically analyze, and transform information;
- apply mathematical and scientific principles to solve real-world problems;
- think critically and creatively to approach, grapple with and resolve complex issues in a solutions-oriented mindset;

- develop a global perspective and understanding of the world;
- gain technological fluency, using and applying technology in their everyday lives;
- grow their leadership skills that show personal and social responsibility;
- develop the ability to work independently and in teams;
- understand in their own ability to use their voices to bring positive change to their communities and the world.

## How Learning Best Occurs

*“When students engage in productive activity, their learning becomes part of a social exchange, benefiting other people as well as themselves. Education becomes less egocentric. It also becomes less abstract, as the consequences of students' actions become more immediate. This can provide new motivation for students in American high schools....” Dr. David Stern, University of California, Berkeley*

At AIAHS, we believe that learning best occurs when:

- Learning is made relevant to young people’s lives through real, meaningful experiences and culturally-informed curriculum
- Learning is grounded in caring relationships
- Youth have influence over their school and education
- Learning emphasizes depth of thinking over breadth of coverage
- Learning is holistic, encompassing intellectual, emotional, civic, and social development
- Learning is supported through instructional delivery that is incorporates trauma-informed practices
- Learning is grounded in a growth mindset

AIAHS uses “Enterprise Learning,” a developmental approach that integrates youth development practices, experiential education, and in-depth college preparatory learning. Enterprise learning emphasizes performance and project development as a tool to enhance personal efficacy, reading, writing, public speaking, and the ability to take social action. AIAHS provides a powerful alternative to a traditional school environment by integrating small, group-based learning driven by youth interests with a focus on academic skill building.

Instructional strategies that provide Enterprise Learning opportunities include the following:

- Opportunities for youth choice/personalization
- Attention to group process and collaborative learning (group forming, deconstruction, reconstruction, high performance, and reflection)

- Identified public performances
- Authentic assessments of youth learning including a clear process for developing learning plans and Presentations of Learning (POL)
- Youth ownership and leadership at multiple levels, including social action projects that address issues of importance to the external community
- Rigorous intellectual development that focuses on habits of mind as opposed to primarily information retention
- Multiple age and ability level groupings that provide opportunities for cascading leadership and peer coaching

### **Learning Environment**

The learning environment at AIAHS is critical for changing the behaviors of adults and youth. It is designed to shift attention from the environment as a sense of place - a schoolhouse - to a sense of ever-present learning opportunities. The learning environment for AIAHS includes our classrooms as well as opportunities in the larger Alameda, Oakland, and Bay Area communities, including:

- Internships at local businesses throughout the Bay Area
- Collaborations with local government and non-profit organizations
- Community-based social enterprise projects
- Field trips, meetings, and conferences

### **Curriculum & Instructional Delivery**

All AIAHS courses include school wide outcomes, multimodal teaching and learning strategies, and opportunities for individual student choice (i.e. selecting assessment methods for a particular assignment from a menu), peer and self-review, and projects that apply the learning in a real world context. All courses have a school approved syllabus which includes Course Overview/Outline, Highly Leveraged/Power standards, Methods of Instruction, Major Assessments, and Grading Policy. All academic coaches (teachers) also maintain a curriculum binder with backwards mapped, planned daily or weekly lesson plans.

The core of the AIAHS program is the Humanities, with a special emphasis on reading, writing, public speaking, social justice, and action. AIAHS has developed subject specific outcomes that integrate the Common Core State Standards (“CCSS”), California’s eight state priorities, AIAHS’s school wide outcomes, and the requirements of the University of California/California State University A-G requirements. All curriculum are aligned to all applicable state content standards, including, but not limited to the CCSS, Next Generation Science Standards (“NGSS”), English Language

Development Standards, History-Social Science Framework, and all other applicable standards and frameworks (hereinafter, collectively, “State Standards”).

**Humanities**

The *Humanities curriculum*, which is inclusive of English Language Arts and Social Science, has been redesigned over the last charter term. In order to best serve our EL students and those needing further literacy skill development, all students are assessed at the beginning of the year using CORE Reading Maze Comprehension Test to help identify which students will receive more intensive intervention.

Coaches collaborate annually to design a Humanities Arc that is appropriately developmental in approach. This Arc lays out the major goals for each grade level so that students will receive a well-rounded humanities education over their four years at AIAHS.

Major Goals aligned to the Arc:

- 9<sup>th</sup> Grade: Community Building and Orientation to Culture
- 10<sup>th</sup> Grade: Intensive Skill Building
- 11<sup>th</sup> Grade: Declaring a Path and Community Impact
- 12<sup>th</sup> Grade: Readiness to go out into the world

The Arc addresses State Standards, essential reading and writing skills, public speaking, historical thinking, essential questions, signature assignments and projects, and Habits of the Heart. The Arc is revisited annually by coaches and directors. In addition to the literature and texts outlined in the Arc, Humanities coaches also have access to, and regularly use, curriculum designed by Teachers Curriculum Institute, and Facing History and Ourselves. Below is a table detailing the curriculum and focus of the Humanities:

Standards Focus	9 <sup>th</sup> and 10 <sup>th</sup> Grades	11 <sup>th</sup> and 12 <sup>th</sup> Grades
Reading	<p>Read closely to determine what the text says explicitly and to make logical inferences from it; cite specific textual evidence when writing or speaking to support conclusions drawn from the text. (R1)*</p> <p>Determine central ideas or themes of a text and analyze their development; summarize the key supporting details and ideas. (R2)</p>	<p>Delineate and evaluate the argument and specific claims in a text, including the validity of the reasoning as well as the relevance and sufficiency of the evidence. (R8)</p> <p>Read and comprehend complex literary and informational texts independently and proficiently. (R10)</p>
Writing	<p>Produce clear and coherent writing in which the development, organization, and style are</p>	<p>Write arguments to support claims in an analysis of substantive topics or texts, using valid reasoning and relevant and sufficient evidence. (W1)</p>



	<p>appropriate to task, purpose, and audience. (W4)</p> <p>Develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach. (W5)</p>	<p>Draw evidence from literary and or informational texts to support analysis, reflection, and research. (W9)</p>
Language	<p>Demonstrate command of the conventions of standard English grammar and usage when writing or speaking. (L1)</p> <p>Demonstrate command of the conventions of standard English capitalization, punctuation, and spelling when writing. (L2)</p>	<p>Acquire and use accurately a range of general academic and domain-specific words and phrases sufficient for reading, writing, speaking, and listening at the college and career readiness level; demonstrate independence in gathering vocabulary knowledge when encountering an unknown term important to comprehension or expression. (L6)</p>
Speaking and Listening	<p>Prepare for and participate effectively in a range of conversations and collaborations with diverse partners, building on others' ideas and expressing their own clearly and persuasively. (SL1)</p>	<p>Present information, findings, and supporting evidence such that listeners can follow the line of reasoning and the organization, development, and style are appropriate to task, purpose, and audience. (SL4)</p>
Curriculum	<p>Coach developed from multiple sources including Teacher's Curriculum Institute <i>History Alive!</i> Zinn's <i>A Young People's History of the United States</i>, <i>Rethinking Globalization</i>, Prentice Hall <i>Economics</i>. Central texts include: <i>A House on Mango Street</i>, <i>Always Running</i>, <i>Our America</i>, <i>Things Fall Apart</i>, <i>Night</i>, <i>Krik Krak</i>, <i>The Great Gatsby</i>, <i>Malcolm X</i>, <i>Narrative of the Life of Frederick Douglas</i>, <i>And the Earth Did Not Devour Him</i>, <i>Parable of the Sower</i>, <i>The Alchemist</i>.</p>	
Instructional Methods	<ul style="list-style-type: none"> <li>-Culturally relevant curriculum to increase engagement</li> <li>-Small group, partner, whole class and individual work opportunities</li> <li>-Differentiation through varied groupings, independent reading, multiple level challenge tasks and assessments</li> <li>-Project based learning is placed throughout the courses so students experience a variety of modalities</li> <li>-Focus is placed on developing critical reading, writing and speaking skills and practices, not on memorizing content</li> </ul>	

\*Common Core Anchor Standard Number

### **Mathematics**

The Mathematics curriculum is a comprehensive mathematics program. Math and science coaches design internal assessment to determine students' starting points so that they are placed in the appropriate math classes. The Math and Science departments have also selected focus areas to enforce in all classes. Coaches share and collaborate on their year scope and sequence so that courses build upon

each other. They hold monthly meetings where they identify math needs and choose a basic skill to re-enforce in all math/science classes. The Math/Science coaches also share best practices on a variety of teaching methods during these meetings. A specific focus on CCSS alignment has shifted math curriculum to include new material from *Engage NY*, the *Interactive Mathematics Program*, and other sources. Below is the Math Instructional Arc detailing the common core focus in mathematics developed over the last year. Coaches have observed that student confidence in math and willingness to learn has increased as a result of these efforts.

### Math Instructional Arc

Grade	9	10	11	12
Focus Standards for Mathematical Practice	Students will attend to detail and precision in mathematics. Students will recognize, and make use of structure while solving mathematics problems.	Students will reason abstractly and quantitatively. Students will persevere in solving problems.	Students will be able to use mathematical tools effectively to solve problems and to model real world problems.	Students will be able to construct mathematical arguments and critique the reasoning of others. Students will look for and make sense of repeated reasoning.
Curriculum	Coach developed and adapted from College Preparatory Mathematics, EngageNY, the Interactive Mathematics Program, Henri Picciotto’s <i>Geometry Labs</i> , and Kendall Hunt’s <i>Discovering Mathematics</i>			
Instructional Methods	<ul style="list-style-type: none"> <li>-Across courses there is an emphasis on small group and pair work with occasional whole class and individual instruction when necessary.</li> <li>-Differentiation is provided through varied groupings, multiple level challenge tasks and assessments, and the use of manipulatives.</li> <li>-Project based learning is placed throughout the courses so students experience a variety of modalities and practice math in real world contexts.</li> <li>-Focus is placed on developing mathematical skills and practices, not on memorizing content.</li> </ul>			

### Science

The *Science Curriculum* is broken into two science classes: Biology and Chemistry. Both are taught as lab sciences with an average of one lab per week. There are textbooks for each class (*Chemistry: Concepts and Applications* published by Glencoe McGraw-Hill, *Biology Dragonfly Edition* published by Pearson Prentice Hall) that are used as supplemental reading material and reference tools, which are aligned to the Next Generation Science Standards. In addition, educational readings and videos are used from a variety of sources, including other textbooks (ranging from middle school to college level), non-fiction books, newspaper articles, and online educational references. Additional resources are used, such as EL Achieve, which enables our English Language Learners to access the content at a language level

that is appropriate for each student. In addition, we have committed to implementing new lab equipment for both classes as funding allows. Our Science Department focuses on bringing in community-based organizations for our students to collaborate with, such as the building of a garden with Oakland Leaf Foundation, and partnering with scientists in the community from such places as Lawrence of Hall of Science. Students, in collaboration with the Oakland Leaf Foundation, built a community healing garden on the school grounds. Students grow traditional medicinal “healing” plants and aromatics. A mural was also painted at the location of the garden as part of this collaboration.

### Electives

The *Electives curriculum* includes subjects such as 3D Art, Child Development, Sound Recording Studio, Legal Studies, Sociology of Education, Poetry, and Drama. These courses offer many real-world opportunities and links to career skills. Most of the elective academic coaches are currently practitioners in their fields.

AIAHS coaches are given latitude to adjust and refine their curriculum based on the needs and interests of their youth, but curriculum remains geared towards the school-wide outcomes. Coaches have stayed abreast of changes with regard to Common Core State Standards and consider all applicable State Standards when adopting materials and use supplemental materials for scaffolding and advanced levels. Voluntary feedback from recent graduates helps AIAHS modify current curriculum offerings to ensure it can best support students for a successful college and/or career experience after graduating from AIAHS.

### Required Courses

The regular course of study at AIAHS exceeds the academic requirements of the UC/CSU A-G system. Students can decide to pursue an Alternate Graduation Pathway (described under **Graduation Requirements** below) if at the end of their first semester of their eleventh grade year, they present to an Administrative Panel, including the Director of AIAHS, an alternate course of study in alignment with their post-high school plans. Below is the detailed list of courses and unit requirements for the traditional graduation path:

- A. Social Science (within the Humanities Arc) (25 Units) course selections include:
  - World Studies (10 Units)
  - Modern World History, Culture, and Geography (10 units)
  - US History, Culture, and Geography (10 units)
  - US Government (5 units)
  - Honors US History, Culture, and Geography (10 units)
  - Honors US Government (5 units)
  
- B. English (within Humanities Arc) (40 units) course selections include:
  - English 1 (10 units)
  - English 2 (10 units)
  - English 3 (10 units)
  - Honors English: American Literature of Social Change (10)
  - English 4 (10 units)
  - Honors English: Literature and Composition (10 units)

- C. Mathematics (30 units) course selections include:
- Algebra (10 units)
  - Geometry (10 units)
  - Algebra II (10 units)
  - Pre-Calculus (10 units)
- D. Laboratory Science (20 units) course selections include:
- Earth Science (10 units)
  - Biology (10 units)
  - Chemistry (10 units)
  - Physics (10 units)
  - Environmental Science (10 units)
- E. Consecutive Language other than English (20 units) Course selections include:
- Spanish 1 (10 units)
  - Spanish 2 (10 units)
- F. Visual and Performing Arts (10 units) course selections include:
- Drama (5 units)
  - Painting (5 units)
  - Sculpture and 3D Design (5 units)
- G. Academic Electives (10 units) course selections may include:
- Economics (5 units) or Honors Macroeconomics (5 units)
  - Political Science (5 units)
  - Sociology (5 units)
  - Child Psychology (5 units)
  - Transitions to Effective Citizenry (Includes Senior Project) (5 units ~ Seniors Only)
- H. Elective Units (75 units)
- Effective Citizenship
  - Leadership
  - Math Preparation
  - Pre-Algebra
  - Professional Readiness
  - Life Skills
  - English Fundamentals
  - Social Emotional Learning (SEL)
  - Career Preparation
  - Courses listed in A-G that exceed required units

- Individualized courses of study as approved by the Director

I. Internship/Community Service Hours Requirement- (15 hours per year)

- 60 hours total by graduation date for all students

J. Final Presentation of Learning and Panel Review for Approval of Graduation

## Graduation Requirements

Requirements to receive a high school diploma from AIAHS include completing all graduation requirements as outlined above, which exceed UC/CSU requirements, or through the Alternative Graduation Pathway.

The Alternate Graduation Pathway is an option available to students beginning their 11<sup>th</sup> grade year. Students who choose this path are allowed to graduate from AIAHS having met the California State Requirements, and must take additional coursework that aligns with their career aspirations, and complete a longer internship requirement. All 11<sup>th</sup> graders are provided with a series of workshop modules in their first semester that include career assessments and exploration, transcript analysis, and research into career aligned courses through the Peralta Colleges or other institutions of higher learning. At the end of the first semester, 11<sup>th</sup> graders declare their post-high school plan and students who intend to pursue the Alternate Graduation Pathway present their plan to an Administrative Panel. Generally speaking, students choosing the Alternative Graduation Pathway have an express interest in entering the workforce quickly upon graduation. AIA students typically have competing responsibilities (family, children of their own, etc.) that have made traditional education pathways difficult to achieve; our students seek out AIA because of our understanding of their unique circumstances and our flexibility in helping them meet their goals. Our dual enrollment agreements with our local community colleges help facilitate the efficient transition from high school to college courses in career pathways that will position students for entry into a skilled trade in the workforce. The Alternative Graduation Pathway must be approved by the AIAHS Director. An example of an Alternative Graduation Pathway plan is included in the Appendices.

AIAHS students create a personal learning plan and portfolio each year. This is one of the core assessments of their growth throughout their years at AIAHS. Portfolios are an authentic method of assessing student learning. A portfolio includes a creative About Me artifact and reflection, a Learning Plan with clear goals articulated, and a purposeful collection of highly leveraged student work that exhibits the student's efforts, progress, and achievement across the curriculum. Portfolios provide an opportunity for youth to collect and exhibit the evidence that they have achieved the required outcomes for their courses and that they have achieved the goals articulated in their learning plans.

As students progress, they assemble the evidence of their academic and personal progress into their portfolios. After the first quarter, youth present their portfolios to their families and their parents or guardians who grade their portfolios based on a rubric. Parents are given the opportunity to give both positive and critical feedback to their youth on all aspects of their portfolio. At the end of each year, students present to panels made up of community members, parents, and staff to demonstrate that they have achieved their goals, completed high quality work, and grown personally. These Presentations of Learning require work to meet the real-world standard created by a panel of community members from

all different fields of work. In each class, coaches work with youth to prepare students to showcase their portfolio pieces.

Because of the unique, diverse needs of AIAHS youth, AIAHS has developed special programs and/or courses of study consistent with the provisions of its charter. Examples of specialized programs and/or courses of study currently include, but are not limited to:

- Afterschool academic support programs in the hour immediately following the school day
- Concurrent enrollment with Peralta Colleges and University of California College Preparation Program (UCCP)
- Supplemental online programs for students needing credit recovery or for students who are exceeding and benefit from more challenging academic material

Specialized programs and/or courses of study within the AIAHS program may have individual application procedures, prerequisites, and participation requirements. AIAHS recognizes that youth will need differing amounts of time and levels of support to meet these academic requirements. AIAHS creates specialized programs to support and challenge each youth to meet or exceed the AIAHS academic requirements.

The History and English programs are integrated and contain a social justice framework. These courses arc by grade level, connecting each year to deepen understanding. Career pathways can be selected through electives and are supported through Extended Day programming that allows students to explore and develop leadership skills through internships. A grant through the Alameda County Office of Education supports AIAHS in strengthening effective sequencing that will allow students to obtain a certificate in a pathway through relevant work-based learning experiences.

- Elective sociology courses and the Youth Leadership classes reinforce a leadership approach to training students to work with other students to lead program activities and complete college courses that provide internships with Bay Area community organizations that serve the elementary and middle students across the street from AIAHS.
- Science, technology, engineering, and math careers can be explored through our multimedia pathway that provides opportunities for our students to practice their multimedia skills during schoolwide events. Our students work with cohorts of elementary students to create sound programs. Advanced coursework in sound engineering has been articulated to earn community college credit through local community colleges, such as Diablo Valley College.

### Curriculum Development

Curriculum development across all core academic classes is developed using the Understanding By Design (“UBD”) model. UBD is covered extensively through the Reach Institute and reinforced throughout the year in one-on-one supervision and classroom observations. Annually, academic coaches are consulted to design and update curriculum to ensure relevancy and alignment to current State Standards. The goal here is to ensure curriculum is relevant to the lived experiences of our

students and to reflect current events. Academic coaches are given latitude to apply their expertise in responding to the unique needs and life experiences of their students. Curriculum development is embedded as part of the professional development experiences that our academic coaches are afforded each year.

## **Instructional Strategies**

AIAHS is focused on the holistic development of youth. In order to create an environment in which youth can grow into effective citizens, AIAHS seeks to develop the developmental outcomes listed below in all youth across the program and curriculum. Through its practices and authentic assessment measures, AIAHS endeavors to continuously improve its ability to help young people develop these capacities.

### Thinking: Habits of the Mind

- *Perspective:* Youth will understand multiple perspectives and be able to seek out, critique, defend and value differing points of view.
- *Supposition:* Youth put forward a point of view based on current understanding of the world. Youth are aware of the assumptions and limitations of their own perspectives.
- *Connection:* Youth will identify the connections between their concepts, thoughts, feelings and actions, constructing their own “big picture” understanding of the world. Youth will understand how their course content has meaning in the real world.
- *Meta-cognition:* Youth will understand not just what they learn, but how and why they learn, and the growth in their learning abilities over time.

### Feeling: Habits of the Heart

- *Responsibility:* Staff and students will hold themselves and others personally accountable for the achievement of their goals, the success of their projects, and the success of their education. In AIAHS this responsibility is described in the often repeated idea that “there is no it or they, there is only us.” Success or failure is in each individual or group’s hands, not the responsibility of some other youth or coach.
- *Relationships:* Interpersonal exchanges, expectations, accountability, and respect are a priority. In order to do great work in the world, we must know and be known by other people.
- *Respect:* Staff and students will demonstrate respect for one another in our work and our actions.
- *Rigor:* Staff and students of AIAHS will apply strenuous effort towards the attainment of the personal and community goals embodied in their endeavors at AIAHS. Learning for each member should be a stretch and goals should always be set beyond the realm of comfortable attainment.

- *Risk*: Without risking failure, learners (which include both youth and adults) cannot truly become daring leaders.
- *Realness*: Staff and students of AIAHS are their authentic selves, and that they commit themselves to genuine work in the community.
- *Resilience*: Staff and students of AIAHS have the strength to overcome challenges.

### Acting: Habits of the Hand

The Habits of the Hand are core to our academic program and directly reflect the CCSS including:

- *Critical Reading*: Coaches assist students to evaluate the credibility of an author's argument or defense of a claim by critiquing the relationship between generalizations and evidence, the comprehensiveness of evidence, and the way in which the author's intent affects the structure and tone of the text (ELA Reading Comprehension Standard 2.8).
- *Persuasive Writing*: Coaches work with students to write persuasive compositions which: a) structure ideas and arguments in a sustained and logical fashion, b) use specific rhetorical devices to support assertions (e.g., appeal to logic through reasoning; appeal to emotion or ethical belief; relate a personal anecdote, case study, or analogy), c) clarify and defend positions with precise and relevant evidence, including facts, expert opinions, quotations, and expressions of commonly accepted beliefs and logical reasoning, and d) address readers' concerns, counterclaims, biases, and expectations (ELA Writing Application Standard 2.4).
- *Persuasive Speaking*: Coaches provide opportunities for students to deliver persuasive arguments (including evaluation and analysis of problems and solutions and causes and effects) which: a) structure ideas and arguments in a coherent, logical fashion, b) use rhetorical devices to support assertions (e.g., by appeal to logic through reasoning; by appeal to emotion or ethical belief; by use of personal anecdote, case study, or analogy), c) clarify and defend positions with precise and relevant evidence, including facts, expert opinions, quotations, expressions of commonly accepted beliefs, and logical reasoning, and d) anticipate and address the listener's concerns and counterarguments (ELA Speaking Application Standard 2.5).

These measures of student development are measured through authentic assessments, such as Presentations of Learning. The Habits are also included in curriculum development and classroom assessment. Additional detail is provided in the Appendices.

### Students with Special Needs

#### Response to Intervention

AIAHS is committed to providing high quality education to all students in a learning environment that is relational and developmental in approach. Because our focus is to work with students who have struggled in their traditional school settings, we have invested significant attention and resources to support our Response to Intervention (“RTI”) strategies.

At Tier 1, coaches implement general education and school culture intervention strategies, and



monitor the impact of these interventions on students' improved academic performance:

- Math and English pre-assessment to support correct course placement and academic support services
- Training and systems to support data driven instruction and progress monitoring
- Training and structures to support differentiating instruction within the general education program including groupings and assignment modification
- Training and development of all staff on youth development, group development, and restorative justice
- Dedicated Student Services, Restorative Justice, and Family Engagement staffing
- Small class sizes (an average of 1:25)
- Individual orientation meetings with all students and parents to review school culture expectations and develop relationships with student and family – AIA Pact (included in the Appendices)
- Structured community-building activities such as an over-night retreat for all students, community-wide meetings at least monthly, new student breakfasts and more
- Leadership Teams for all students to support individual goal-setting, consistent review of academic progress and authentic assessment through the Presentation of Learning process
- Dedicated staff to support restorative justice implementation and family communication
- Extended Day Program focused on building youth development outcomes and academic supports; EDP staff provide space and structure to support homework assistance
- Clear attendance and participation structures and systems

At Tier 2, additional interventions are implemented to address the needs of students who are identified as needing supports beyond what is provided in the general education program and include:

- The Coordination of Service Team manages referral process for additional support for students based on academics, attendance, and behavior needs
- Academic coaches are available to provide tutoring and academic intervention afterschool as part of EDP
- Small group literacy intervention with Barton curriculum
- English Language support through the Edge program
- Parent conferences and home visits

Tier 3, interventions are determined by monitoring the response to previous interventions. Case management services are provided to ensure that students have a clear support plan. Additional supports can include:

- Increased parent/guardian meetings and communication
- Participation in on-site services including anger management groups, counseling and gender-based groups
- Referrals to off-site services including substance abuse treatment, housing and more

Students who continue to struggle after these more intensive interventions are referred for a comprehensive evaluation and considered for eligibility for special education services under the Individuals with Disabilities Education Improvement Act of 2004 (“IDEA”).

### **Plan for Serving Students with Disabilities**

#### **A. Overview**

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 Education Improvement Act (“IDEA”).

The Charter School intends to be its own local educational agency (“LEA”) and shall apply directly for membership in a Special Education Local Plan Area (“SELPA”) in conformity with Education Code Section 47641(a). The Charter School shall consider membership in the El Dorado County Charter SELPA.

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

Upon acceptance in a SELPA, the Charter School shall provide the District evidence of membership. The Charter School’s application and acceptance as an independent LEA member of a SELPA shall not be considered a material revision to this charter. As an LEA member of the SELPA, the Charter School shall receive state and federal revenues directly, in accordance with the SELPA’s allocation plan.

In the event that the Charter School does not gain membership in a SELPA for its first year of operation, it shall by default be categorized as a “school of the district” for special education purposes pursuant to Education Code Section 47641(b), and shall seek membership in a SELPA to commence in year two of operation.

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

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

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

### **B. Section 504 of the Rehabilitation Act**

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

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

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

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

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

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

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

**C. Services for Students under the IDEA as an LEA pursuant to Education Code Section 47641(a)**

The following description regarding how special education and related services shall 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 shall be provided and funded shall be set forth in a Memorandum of Understanding (“MOU”), delineating the respective responsibilities of the Charter School and the SELPA. A copy of the MOU shall be presented to OUSD upon execution.

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

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

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

### Staffing

All special education services at the Charter School shall be delivered by individuals or agencies qualified to provide special education services as required by the California Education Code and the IDEA. Charter School staff shall participate in District or SELPA in-service training relating to special education.

The Charter School shall be responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, special education teachers, paraprofessionals, and resource specialists. The Charter School shall ensure that all special education staff hired or contracted by the Charter School is qualified pursuant to SELPA policies, as well as meet all legal requirements. The Charter School shall be responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to Charter School students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists.

### Notification and Coordination

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

### Identification and Referral

The Charter School shall have the responsibility to identify, refer, and work cooperatively in locating Charter School students who have or may have exceptional needs that qualify them to receive special education services. The Charter School shall implement SELPA policies and procedures to ensure timely identification and referral of students who have, or may have, such exceptional needs. A pupil shall be referred for special education only after the resources of the general education program have been considered, and where appropriate, utilized.

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

### Assessments

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

students in accordance with applicable law. The Charter School shall obtain parent/guardian consent to assess Charter School students.

### IEP Meetings

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

### IEP Development

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

### IEP Implementation

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

### Interim and Initial Placements of New Charter School Students

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

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

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

#### 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 shall have access to the Charter School and no student shall be denied admission nor counseled out of the Charter School due to the nature, extent, or severity of his/her 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 parental concerns or complaints related to special education services. The Charter School shall receive any concerns raised by parents/guardians regarding related services and rights.

The Charter School's designated representative shall investigate as necessary, respond to, and address the parent/guardian concern or complaint.

#### Due Process Hearings

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

#### SELPA Representation

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

## Funding

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

### **D. Services for Students under the “IDEA” as a Public School of the District Pursuant to Education Code Section 47641(b)**

The following description regarding how special education and related services will be provided and funded is being proposed by the Charter School for the sole purpose of providing a reasonably comprehensive description of the special education program in the Charter Petition, and is not binding on the District. The specific manner in which special education and related services will be provided and funded shall be set forth in a Memorandum of Understanding (“MOU”), delineating the respective responsibilities of the Charter School and the District, which MOU shall be executed at least six (6) months prior to the commencement of operation, or as otherwise agreed upon by the parties. The following provisions are meant to summarize the Charter School Petitioner’s understanding of the manner in which special education instruction and related services shall be provided by the Charter School and the District. The language that follows is not meant to unilaterally bind the District, or to preclude alternative arrangements between the District and the Charter School as agreed upon in a MOU:

The Charter School shall provide special education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the Special Education Local Plan Area (“SELPA”). The Charter School shall remain, by default, a public school of the District for purposes of Special Education pursuant to Education Code Section 47641(b). However, the Charter School reserves the right to make written verifiable assurances that the Charter School shall become an independent LEA and join a SELPA pursuant to Education Code Section 47641(a) either on its own or with a grouping of charter school LEAs as a consortium.

As a public school of the District, solely for purposes of providing special education and related services under the IDEA pursuant to Education Code Section 47641(b), in accordance with Education Code Section 47646 and 20 U.S.C. Section 1413, the Charter School seeks services from the District for special education students enrolled in the Charter School in the same manner as is provided to students in other District schools. The Charter School will follow the District and SELPA policies and procedures, and shall utilize SELPA forms in seeking out and identifying and serving students who may qualify for special education programs and services and for responding to record requests and parent complaints, and maintaining the confidentiality of pupil records. The Charter School will comply with District protocol as to the delineation of duties between the District central office and the local school site in providing special education instruction and related services to identified pupils. An annual meeting between the Charter School and the District to review special education policies, procedures, protocols, and forms of the District and the SELPA and District protocol, will ensure that the Charter School and the District have an ongoing mutual understanding of District protocol and will facilitate ongoing compliance.

As long as the Charter School functions as a public school of the District solely for purposes of providing special education and related services under the IDEA pursuant to Education Code Section 47641(b), then we would anticipate that a Memorandum of Understanding (“MOU”) would be



developed between the District and the Charter School which spells out in detail the responsibilities for provision of special education services and the manner in which special education funding will flow to the students of the Charter School.

The District shall be designated the Local Educational Agency (“LEA”) serving Charter School students. Accordingly, the Charter School shall be deemed a public school of the District pursuant to Education Code Section 47641(b) and 47646(a). The Charter School agrees to adhere to the requirements of the Local Plan for Special Education and to District policies. As a public school of the District, solely for purposes of providing special education and related services under the IDEA pursuant to Education Code Section 47641(b), in accordance with Education Code Section 47646 and 20 U.S.C. Section 1413, the Charter School seeks services from the District for special education students enrolled in the Charter School in the same manner as is provided to students in other District schools.

The Charter School acknowledges the importance of cooperating with the District so that the District can provide special education services to Charter School students. The Charter School agrees to promptly respond to all District inquiries, to comply with reasonable District directives, and to allow the District access to Charter School students, staff, facilities, equipment and records as required to fulfill all District obligations under this Agreement or imposed by law. The Charter School believes that the allocation of responsibility for the provision of services (including but not limited to referral, identification, assessment, case management, Individualized Education Program (“IEP”) development, modification and implementation) shall be divided in a manner consistent with their allocation between the District and its school sites.

### Staffing

All special education services at the Charter School will be delivered by individuals or agencies qualified to provide special education services as required by California’s Education Code and the IDEA. Charter School staff shall participate in all mandatory District in-service training relating to special education.

It is the Charter School’s understanding that the District will be responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, special education teachers, paraprofessionals, and resource specialists unless the District directs the Charter School that current District practice is for the individual school sites to hire site special education staff or the District and the Charter School agree that the Charter School must hire on-site special education staff. In that instance, the Charter School shall ensure that all special education staff hired by the Charter School is qualified pursuant to District and SELPA policies, as well as meet all legal requirements. The District may review the qualifications of all special education staff hired by the Charter School (with the agreement of the District) and may require pre-approval by the District of all hires to ensure consistency with District and SELPA policies. The District shall be responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to Charter School students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists.

### Notification and Coordination

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

The Charter School shall follow District policies as they apply to all District schools for notifying District personnel regarding the discipline of special education students to ensure District pre-approval prior to imposing a suspension or expulsion. The Charter School shall assist in the coordination of any communications and immediately act according to District administrative policies relating to disciplining special education students.

### 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 implement District and SELPA policies and procedures to ensure timely identification and referral of students who have, or may have, such exceptional needs. A pupil shall be referred for special education only after the resources of the general education program have been considered, and where appropriate, utilized.

It is the Charter School's understanding that the District shall provide the Charter School with any assistance that it generally provides its schools in the identification and referral processes, and will ensure that the Charter School is provided with notification and relevant files of all students who have an existing IEP and who are transferring to the Charter School from a District school. The District shall have unfettered access to all Charter School student records and information in order to serve all of Charter School's students' special needs.

In the event that the Charter School receives a parent written request for assessment, it will work collaboratively with the District and the parent to address the request. Unless otherwise appropriate pursuant to applicable State and Federal law, the Charter School and the District will provide the parent with a written assessment plan within fifteen days of receipt of the written request and shall hold an IEP within sixty days of parent's consent to the assessment plan to consider the results of any assessment.

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

### Assessments

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

School students. The Charter School shall not conduct special education assessments unless directed by the District.

### IEP Meetings

It is the Charter School's understanding that the District shall arrange and notice the necessary IEP meetings. IEP team membership shall be in compliance with state and federal law. The Charter School shall be responsible for having the following individuals in attendance at the IEP meetings or as otherwise agreed upon by the District and Charter School: the Assistant Director and/or the Charter School designated representative with appropriate administrative authority as required by the IDEA; the student's special education teacher; the student's general education teacher if the student is or may be in a general education classroom; the student, if appropriate; and other Charter School representatives who are knowledgeable about the general education program at the Charter School and/or about the student. It is the Charter School's understanding that the District 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 of notice of parental rights.

### IEP Development

The Charter School understands that the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the IEP team, pursuant to the District's 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 District and of the SELPA and State and Federal law.

The Charter School shall promptly notify the District of all requests it receives for assessment, services, IEP meetings, reimbursement, compensatory education, mediation, and/or due process whether these requests are verbal or in writing.

### IEP Implementation

Pursuant to District policy and how the District operates special education at all other public schools in the District, the District shall be responsible for all school site implementation of the IEP. The Charter School shall assist the District in implementing IEPs, pursuant to District and SELPA policies in the same manner as any other school of the District. The District and Charter School will need to be jointly involved in all aspects of the special education program, with the District holding ultimate authority over implementation and supervision of services. As part of this responsibility, the Charter School shall provide the District and the parents with timely reports on the student's progress as provided in the student's IEP at least as frequently as report cards are provided for the Charter School's non-special education students. The Charter School shall also provide all home-school coordination and information exchange unless directed otherwise by the District. The Charter School shall also be responsible for providing all curriculum, classroom materials, classroom modifications, and assistive technology unless directed otherwise by the District. The Charter School shall comply with any directive of the District as relates to the coordination of the Charter School and District for

IEP implementation including but not limited to adequate notification of student progress and immediate notification of any considered discipline of special education students in such matters, the petitioners would notify the District of relevant circumstances and communications immediately and act according to District administrative authority.

### Interim and Initial Placements of New Charter School Students

The Charter School shall comply with Education Code Section 56325 with regard to students transferring into the Charter School within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll in the Charter School from another school district within the State, but outside of the SELPA with a current IEP within the same academic year, the District and the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parent, for a period not to exceed thirty (30) days, by which time the District and 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 District within the same academic year, the District and the Charter School shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the parent and the District 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 District and the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the parents, until the District 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 District, and develops a new IEP, if appropriate that is consistent with federal and state law.

### Non-Public Placements/Non-Public Agencies

The District shall be solely responsible for selecting, contracting with, and overseeing all non-public schools and non-public agencies used to serve special education students. The Charter School shall not hire, request services from, or pay any non-public school or agency to provide education or services to special education students without the prior written approval of the District. The Charter School shall immediately notify the District of all parental requests for services from non-public schools or agencies, unilateral placements, and/or requests for reimbursement.

### Non-discrimination

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

### Parent/Guardian Concerns and Complaints

The Charter School shall follow District policies as they apply to all District schools for responding to parental concerns or complaints related to special education services. The Charter School shall instruct parents/guardians to raise concerns regarding special education services, related services and rights to the District unless otherwise directed by the District. The Charter School shall immediately notify the District of any concerns raised by parents. In addition, the Charter School and the District shall immediately bring to the other's attention any concern or complaint by a parent/guardian that is in writing and/or which involves a potential violation of state or federal law.

The District's designated representative, in consultation with the Charter School's designated representative, shall investigate as necessary, respond to, and address the parent/guardian concern or complaint. The Charter School shall allow the District access to all facilities, equipment, students, personnel, and records to conduct such an investigation.

The Charter School and the District shall timely notify the other of any meetings scheduled with parents/guardians or their representatives to address the parent/guardian concerns or complaints so that a representative of each entity may attend. The District, as the LEA, shall be ultimately responsible for determining how to respond to parent concerns or complaints, and the Charter School shall comply with the District's decision.

The Charter School and the District shall cooperate in responding to any complaint to or investigation by the California Department of Education, the United States Department of Education, or any other agency, and shall provide timely notice to the other upon receipt of such a complaint or request for investigation.

#### Due Process Hearings

The District may initiate a due process hearing or request for mediation with respect to a student enrolled in Charter School if the District determines such action is legally necessary or advisable. The Charter School agrees to cooperate fully with the District in such a proceeding. In the event that the parents/guardians file for a due process hearing, or request mediation, the District and the Charter School shall work together to defend the case. In the event that the District determines that legal representation is needed, the Charter School agrees that it shall be jointly represented by legal counsel of the District's choosing.

The Charter School understands that the District shall have sole discretion to settle any matter in mediation or due process. The District shall also have sole discretion to file an appeal from a due process hearing or take other legal action involving any Charter School student necessary to protect its rights.

#### SELPA Representation

It is the Charter School's understanding that the District shall represent the Charter School at all SELPA meetings and report to the Charter School of SELPA activities in the same manner as is reported to all schools within the District.

#### Funding

The Charter School understands that it will enter into a MOU with the District regarding Special Education funding, and cannot at this time unilaterally dictate the funding relationship between the District and the Charter School. The Charter School anticipates, based upon State and Federal law that the fiscal relationship could be summarized as follows:

*Retention of Special Education Funds by the District*

The District shall retain all state and federal special education funding allocated for Charter School students through the SELPA Annual Budget Plan, and shall be entitled to count Charter School students as its own for all such purposes.

*Retention of ADA Funds by the District for Non-Public Placements*

The Parties acknowledge that the District may be required to pay for or provide Charter School students with placements at locations other than at the Charter School's school site in order to provide them with a free appropriate public education. Such placements could include, without limitation, programs or services in other District schools, in other public school districts within the SELPA, in a County Office of Education program, in a non-public school, at home, at a hospital, or in a residential program. When such programs or services are provided at District expense, the District shall be entitled to receive from the Charter School the pro rata share of all funding received for such student, including, without limitation, all ADA funds, based on the number of instructional days or minutes per day that the student is not at the Charter School site.

*Contribution to Encroachment*

The Charter School shall contribute its fair share to offset special education's encroachment upon the District's general fund. Accordingly, the Charter School shall pay to the District a pro-rata share of the District's unfunded special education costs ("encroachment"). At the end of each fiscal year, the District shall invoice the Charter School for the Charter School's pro-rata share of the District-wide encroachment for that year as calculated by the total unfunded special education costs of the District (including those costs attributable to Charter School) divided by the total number of District ADA (including Charter School students), and multiplied by the total number of Charter School ADA. The Charter School ADA shall include all Charter School students, regardless of home district.

**English Learners**

AIAHS is committed to serving youth who have not been successful in traditional school settings including English Learners. The Charter School will meet all applicable legal requirements for English Learners ("EL"), including long-term English Learners or English Learners at risk of becoming long-term English Learners, as they pertain to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. The Charter School will implement policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students

and parents.

#### Home Language Survey

The Charter School will administer the home language survey upon a student’s initial enrollment into the Charter School (on enrollment forms).

The goal of the EL program is to utilize high quality instructional programs and services for English Learners that allow them, as quickly as possible, to achieve at the same challenging grade level standards as native-English-speaking students. Alternatives in Action High School will meet all requirements of federal and state law to provide equal access to the curriculum for English Learners. The Charter School is dedicated to providing these students with an exceptional education, transitioning them into English proficiency as soon as possible. However, the Charter School also recognizes the importance of valuing students’ native languages, and will reinforce an appreciation for the cultures, customs, and languages of all its students through the Charter School’s core curriculum as it focuses on building lifelong learners and community engagement.

#### Assessment

All students who indicate that their home language is other than English will be tested with the English Language Proficiency Assessments for California (“ELPAC”). The ELPAC has four proficiency levels (Level 4: well developed; Level 3: moderately developed; Level 2: somewhat developed; and Level 1: minimally developed) and is aligned with the 2012 California ELD Standards.

The ELPAC consists of two separate assessments:

- The ELPAC Initial Assessment (“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. The IA testing window will be 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.
- ELs will take the ELPAC Summative Assessment (“SA”) every year until they are reclassified as fluent English proficient. 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 SA testing window will be a four-month window after January 1 (February 1–May 31). The English language proficiency of all currently enrolled English Learners shall be assessed by administering the test during the annual assessment window.

AIAHS notifies all parents 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 Every Student Succeeds Act for annual English proficiency testing.

All parents or guardians of students classified as English Learners will be notified in writing indicating EL placement and supports to be provided to their child. Parents are also notified of their right to waive services. The Charter School will translate materials as needed to ensure that parents/guardians of EL students understand all communications and are involved in all processes related to the English Language Development of their child. Students who are identified upon assessment and/or enrollment as needing additional support because of their ELPAC classification are assigned to one or more of the following programmatic interventions.

#### Strategies for English Learner Instruction and Intervention

Hiring well qualified academic coaches who incorporate a variety of English Language Development (“ELD”) strategies is the foundation for the EL plan. Examples of teaching strategies utilized to support EL students include:

- hands on learning,
- scaffolding,
- heterogeneous grouping,
- activities that incorporate multiple intelligences,
- differentiation,
- visual aids,
- and graphic organizers.

All EL students are integrated into regular classes with native English speakers. These classes feature small class size and modifications from well qualified academic coaches (teachers) as appropriate. All academic coaches are trained in Constructed Meaning curriculum (*EL Achieve*) and receive training in strategies specific to delivering instruction to English Learners as part of their professional development.

To ensure we are appropriately and comprehensively serving our growing population of English Learners, literacy and English language development strategies have been the focus of professional development. The teaching staff and administration work together to examine student writing samples and NWEA scores. Staff uses the New Teacher Center’s guide *Six Key Strategies for Secondary Teachers of English Language Learners*. Based on self-analysis and classroom observations, academic coaches have focused professional development activities on vocabulary development. All students complete a major writing assessment during the first quarter, which is evaluated by the SAT writing rubric. The analysis of this data identifies key areas for skill development. All full-time academic coaches are part of a critical inquiry group involved in cycles of analyzing the data, and sharing strategies and lessons with one another to support student learning.

#### Program Placement Options for English Learners



<b>ELPAC Level</b>	<b>Level of Fluency</b>	<b>Program Placement</b>
Level 1	Beginning Stage	ELD Newcomer Cohort; translated materials, alternate assignments and ELD strategies to support comprehension; Individual Tutoring and/or small group homework assistance
Level 2	Somewhat Developed	ELD Newcomer Cohort; translated materials, alternate assignments and ELD strategies to support comprehension; Individual Tutoring and/or small group homework assistance
Level 3	Moderately Developed	English Mainstream Classroom with ELD strategies to support as needed; Individual Tutoring and/or small group homework assistance
Level 4	Well Developed	English Mainstream Classroom with ELD strategies to support as needed; Individual Tutoring and/or small group homework assistance, as needed

Other Program Courses and Supports

*Literacy Development Intervention*

This course is taught by a credentialed English and CLAD certified instructor in a small group setting utilizing the Barton Reading and Spelling Program. Barton is approved by the California Department of Education as a literacy support program. The program is designed to raise phonemic awareness. It helps students with breaking apart sounds, blending sounds and decoding. This enables them to become better readers and therefore access the curriculum in all of their classes. It also helps with spelling.

*Edge Course*

This course is for English Learners who have a ELPAC Level 1 or 2. Students with these proficiency levels are placed in a small intervention class with a credentialed teacher trained in using Edge either during or after school. Edge is a core Reading/Language Arts curriculum designed for high school students who are reading below grade level. These students typically include striving readers, students with special needs, students at risk of dropping out of school, and English learners. Created specifically to accelerate student’s reading and academic achievement, Edge is a standards-based, multi-level program. Reading levels, lexile ranges, and standards coverage are provided in

the chart below. Based upon the recent California adoption of Common Core, Edge Levels A-B have been correlated to the Common Core 9-10 ELA standards and Levels B-C have been correlated to the Common Core 11-12 ELA standards. Edge Level C meets California's university approved A-G credit requirements.

### *Reclaiming English*

This course is for students who have failed an English class in the past. As the title implies, it is an opportunity for students to build their skills and confidence as they develop proficiency in English Language. At the beginning of the class, students are given a written assessment, a reading assessment and this information is paired with MAP data to determine English Language development needs. In this class, English Learners are supported by embedded instructional strategies such as graphic organizers, sentence stems, visual representations of subject matter, pair-shares and structured discussions. The instructor meets with students quarterly to review and discuss their progress. Peer teaching and strategic groupings are used to support English Learners.

### *Afterschool Tutoring*

Each Academic Coach assesses all EL students in their classes, and targets those who need individual support for after-school tutoring. Four days a week, Academic Coaches who are certified to work with English Learners, are available for tutoring, in both Humanities and Math/Sciences.

### Monitoring Progress and Reclassification

#### *Norm Referenced Test*

The Charter School uses the NWEA MAP assessment each school year. The MAP is a computer-based adaptive test that helps the Charter School to determine our students' skill levels in Reading, Mathematics, and Language Usage. Students are tested in September and staff analyze the results. They then use the data to inform their instruction of English Learners. The students are tested again in May to show growth. If students are not showing adequate growth and meeting their growth targets they are referred to Literacy intervention or afterschool tutoring.

#### ELPAC

Each year when we receive the ELPAC scores for our English Learners, staff analyzes the results looking for growth from the previous year. If there is not adequate growth, students are referred to Literacy intervention or after school tutoring. The staff is informed of the scores and uses this data to inform instruction.

#### EL Reclassification Criteria

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:

<u>Criteria</u>	<u>Minimum Requirements</u>
<u>Assessment of Language Proficiency</u>	<u>ELPAC (Overall)</u> Level 4, Well Developed
<u>Comparison of Performance in Basic Skills</u>	<u>NWEA MAP Assessment</u> <u>Grades and academic progress</u>
<u>Teacher Evaluation of Student Performance</u>	<u>Score of 1,000 on Scholastic Reading Inventory Test and evaluation of confidence, oral, reading, and writing skills</u>
<u>Parent and Student Opinion</u>	<u>Parent and Student Conference</u>

### Steps to Reclassification

In order to be reclassified, students must:

- Have an overall ELPAC Level 4 (Well Developed)
- Have NWEA MAP assessment results indicating average or above in Reading and/or Language Usage
- Maintain GPA (Grade Point Average) of 2.0 or higher
- Have their parents consulted for their opinion and approval of the process.
- Have their parents notified in writing once a student is reclassified

### Follow up on Reclassified Students

An annual review and conference with all reclassified students, the Assistant Director, and academic coach (teacher), must take place in addition to school wide tracking of students' progress that is done for all students. The students are monitored for four years to ensure academic progress and success.

The Extended Day Program offers a diversity of opportunities for students to continue language development through project-based learning opportunities that students select based on interest. English Learners are encouraged to participate in all extracurricular activities. At no time are students excluded from curricular and extracurricular activities based on an inability to speak and understand the language of instruction, and EL students are not assigned to special education because of their lack of English proficiency. Parents whose English proficiency is limited will receive notices and information from the school in their native language to the extent possible in order to encourage participation in the school.

### Plan for Serving Low Achieving Students

AIAHS's comprehensive education program emphasizes differentiated instruction and focuses on students who have struggled academically in other environments. The elements intended to be most

effective for these students are the high expectations of its coherent curriculum, the extended learning opportunities which are aligned to the classroom curriculum, and a teacher corps that utilizes data more intensively and effectively to deliver differentiated instruction. Academic Coaches use formal and informal assessment to determine areas of learning that require remediation or different placement in a course.

AIAHS uses a structured method of analyzing assessment data that leads to specific action plans and goals. The primary tool for identifying academic intervention needs is through the MAP testing process at the beginning of the year. Assessment reports allow for comprehensive individual analysis of skill deficits as well as group identification of skill needs by grade level and specific classes. Through this analysis, coaches identify youth for intervention support within the classroom setting as well as through the afterschool academic support hour. Response to Intervention supports are used (details referenced above). Coaches integrate skill recovery strategies targeting the skill needs highlighted through the MAP reports and the SRI data, in addition to course and academic coach observations and referrals. In addition, based on the MAP skills assessments and SRI data, the Assistant Director reviews students class schedules to ensure the class level is appropriate for the student given the level of skills reflected in the assessments.

#### Tier 1 Support

- Scaffolding within the classroom

#### Tier 1 Support

- Referral to academic support hour or academic coach office hours

#### Tier 3 Support

- Pull-out or push-in strategies based on students' individual circumstances as determined by academic coaches and/or grades and assessment data

One staff meeting each month will be devoted to the review of student assessments/grades and determining which students need remediation and intervention. Proficiency levels on the standards-based assessments will drive these individual student instructional decisions.

## **Plan For Serving High Achieving Students**

Students who are performing above grade level are encouraged to take a more rigorous course of study such as the honors seminar for English, college preparatory electives instead of general electives and to concurrently enroll in community college classes. The type of internship and rigor expected to be demonstrated in portfolios and Presentations of Learning provide an opportunity for students to deeply dive into areas of personal and career interests.

## **College and Career Preparation**

AIAHS employs a full time College and Career Counselor. The vast majority of students are not on the college track when they arrive at AIAHS and most are below grade level. Our goal is to prepare 100% of our students for college admission and completion, and for meaningful careers.

Transitions to Effective Citizenship is required for every senior. This class supports each student in creating and achieving their post-high school plans by assisting them to research career and college goals. Students receive personal counseling and assistance in applying to college, as well as seeking and applying for financial aid. Students also receive assistance in preparing for their SAT and ACT tests during their senior year.

Every student is also required to participate in forty hours at a meaningful internship. In order to help students prepare for these internships, students are taught resume writing and interviewing skills. Before attending their internship, students will also attend and participate in mock interviews put on by outside community members. All juniors take the PSAT and meet to review their scores and set up their College Board account. In addition, AIAHS conducts College Information Night for senior and junior parents, where parents learn how to support their student in graduation and help them stay on track for attending a four-year university. An annual Financial Aid Workshop is also provided where seniors and their parents can receive help filling out their FAFSA. A financial aid representative from CSU East Bay is in attendance to help students and parents meet one-on-one with their particular financial aid questions.

Representatives from various colleges visit to speak to the senior class. These have included representatives from various state and private universities. Various college visits to Stanford, UC Berkeley, San Francisco State, Saint Mary's College and the College of Alameda College Fair are arranged annually.

The college counselor assists students in writing their college and scholarship essays and is currently working to help students be better prepared for the SAT, ACT, and college placement exams.

### **Transferability of Courses/Parent Notification**

In 2019, AIAHS' WASC accreditation was renewed for six years. AIAHS maintains an A-G approved course list for the purposes of eligibility for admissions to the University of California and the California State University systems. With WASC accreditation and UC/CSU course approval, students' coursework is recognized by other public high schools as transferable and by the admissions committees of the UC/CSU system as eligible to meet college entrance requirements.

Students and parents are notified of the WASC accreditation and A-G course approval during their initial meeting with AIAHS staff after enrollment to ensure they are aware about the transferability of courses to other public high schools and of the eligibility of courses to meet college entrance requirements.

### **Professional Development**

Alternatives in Action operates a multi-faceted performance management system to ensure clear organizational expectations for staff, staff development, and regular evaluations. The components of the performance management system include:

- Performance Management Plans (“PMPs”): PMPs are created at the beginning of each program year based on the organization’s plan. In the PMP, specific targets for student achievement, best practices for classroom management, parent communication, and other staff expectations are detailed with benchmarks and timelines.
- Learning Plans: Each staff member has a learning plan that includes professional development goals and activities. For academic coaches, learning plans are developed with targets based on the California Standards of the Teaching Profession (CSTPs) and classroom observations.
- Job-Embedded Coaching: AIAHS management provides formal observation through the Formative Evaluation of Teachers process. Job-embedded coaching also includes opportunities for peer-to-peer observation and feedback.
- Formal Training: All staff participate in regular formal training based on specific program goals. These include youth development, classroom management, CCSS, differentiated instruction, curriculum development and more.

AIAHS implements usable, accessible, and varied strategies to help academic coaches grow and continuously improve. Academic coaches now receive at least six observations and three quarterly conferences from an instructional lead, who provides ongoing formative assessment of academic coaches’ practice based on the CSTP. Academic coaches also complete a summative evaluation of their work by video recording a five-part lesson plan that is scored by an outside evaluator.

Professional Development topics at AIAHS may include, but are not limited to, the following topics in the future:

- Training in implementing CCSS
- Using science and engineering as an integrating context for learning
- Differentiation
- RTI;
- Project-based and inquiry-based learning
- Inclusion and serving the needs of special education students
- Technology integration
- Serving students with special needs
- 504 accommodations
- Using assessment data to inform instruction and developing educational programs
- Student goal setting
- Teaching writing strategies and comprehension

## **Goals and Actions To Be Achieved in the Eight State Priorities**

Pursuant to Education Code Section 47605(c)(5)(A)(ii), a reasonably comprehensive description of the Charter School’s annual goals, both schoolwide and for each subgroup of pupils, to be achieved in the Eight State Priorities, and specific annual actions to achieve those goals, can be found in the section “Goals, Actions, and Measurable Outcomes Aligned with the Eight State Priorities” in Elements 2 and 3 below.

**Element 2 (Measurable Pupil Outcomes) and  
Element 3 (Method of Measuring Pupil Outcomes)**

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

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

**Increases in Student Academic Achievement, Overall and by Subgroup**

In accordance with Education Code section 47605(c)(5)(B), Charter School’s pupil outcomes will be set related to increases in pupil academic achievement both schoolwide and for all numerically significant subgroups of pupils served by the charter school, as that term is defined in paragraph (4) of subdivision (c) of section 47607. The pupil outcomes shall align with state priorities, as described in subdivision (d) of section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school. Charter School’s LCAP goals will serve as the goals for this section unless Charter School’s LCAP goals do not include increases in student academic achievement by subgroup, in which case such goals should be included below.

Charter School hereby grants authority to the State of California to provide a copy of aggregated (by school, numerically significant subgroups, etc.) test results directly to the District. Test results for the prior year, if not provided directly to the District by the State in a timely manner, will be provided by the Charter School to the District, upon request, no later than September 1 of each year.

**Additional Measurable Pupil Outcomes**

**Collective MPOs**

Charter School sets the following targets for Measurable Pupil Outcomes related to school culture and climate.

<b>Collective MPOs for Elementary Schools</b>
1. Annually, at least 60% of families complete a school survey that includes questions about school safety, satisfaction with academic instruction, and voice in school decision-making.



<b>MPO</b>	<b>Target (%)</b>
2. Each year, at least _____ percent of families positively rate school safety.	N/A
3. Each year, at least _____ percent of families positively rate academic instruction.	N/A
4. Each year, at least _____ percent of families positively rate their voice in school decision-making and/or opportunity for feedback.	N/A

<b>Collective MPOs for Middle and High Schools</b>	
1. Annually, at least 70% of students complete a school survey that includes questions about school safety, satisfaction with academic instruction, and voice in school decision-making.	
<b>MPO</b>	<b>Target (%)</b>
2. Each year, at least 75% percent of students positively rate school safety.	80%
3. Each year, at least 70% percent of students positively rate academic instruction.	80%
4. Each year, at least 70% percent of students positively rate their voice in school decision-making and/or opportunity for feedback.	75%
5. <a href="#">Each year, at least 80% of seniors will graduate.</a>	<a href="#">80%</a>
6. <a href="#">Each year, at least 40% of students will be enrolled in a career pathway course.</a>	<a href="#">40%</a>

**Application of Education Code section 47607.3**

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

- Depending on circumstances specified in section 47607.3, either the county superintendent of schools or the chartering authority shall provide technical assistance to the charter school using an evaluation rubric adopted by the State Board.

- The entity providing technical assistance may request assistance from the California Collaborative for Educational Excellence, which may, after consulting with the Superintendent and with the approval of the State Board, provide advice and assistance to the charter school.
- The chartering authority shall consider for revocation any charter school to which the California Collaborative for Educational Excellence has provided advice and assistance, and has made findings that: 1) the charter school has failed, or is unable, to implement the recommendations of the California Collaborative for Educational Excellence; or 2) that the inadequate performance of the charter school, based upon the evaluation rubric, is so persistent or so acute so as to require revocation of the charter.

**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 Local Control and Accountability Plan (“LCAP”). Each of these goals addresses the unique needs of all students attending the Charter School, including our numerically significant student subgroups.

The current LCAP is on file with the District and is also available in the Appendices. The Charter School shall annually update and develop the LCAP in accordance with Education Code Section 47606.5 and shall use the LCAP 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 term through the annual LCAP update. AIAHS shall submit the LCAP to the District and the Alameda County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33.

The LCAP and any revisions necessary to implement the LCAP shall not be considered a material revision to the charter, and shall be maintained by the Charter School at the school site.

**Eight State Priorities**

<b>State Priority #1 – Conditions for Learning: Basic Services</b>	
<i>The degree to which teachers are appropriately assigned (E.C. §44258.9) and (A) fully credentialed, and (B) every pupil has sufficient access to standards-aligned instructional materials (E.C. §60119), and (C) the school facilities are maintained in good repair (E.C. §17002(d))</i>	
<b>Person(s) Responsible: Executive Director, Assistant Director, Instructional Coaches</b>	
<b>Sub-priority A – Fully-Credentialed Teachers</b>	
<b>Goal to Achieve Priority</b>	<ul style="list-style-type: none"> <li>- AIA recruit, hire, and train credentialed academic coaches, assign them appropriately and ensure that they are credentialed for their subject areas</li> <li>- 100% of academic coaches (teachers) will hold a valid CA Teaching Credential with appropriate English learner authorization as defined by the CA Commission on Teacher Credentialing</li> </ul>

<b>Actions to Achieve Goal</b>	<ul style="list-style-type: none"> <li>- All teaching candidates will undergo a rigorous hiring process, which includes paper screening, interviews, performance tasks, curricular and teaching materials review, teaching demonstration, credential check, and reference checks</li> <li>- Compensation and working conditions will be competitive with other public schools and reviewed annually by the AIA Board of Directors</li> <li>- Annually, 100% of academic coaches will participate in at least 10 days of professional development and trainings in CA CCSS implementation, differentiation, Response to Intervention, serving students with special needs, 504 accommodations, and other identified areas of need, to advance individual practice and institutional goals</li> <li>- Annually, 100% of teaching staff will develop Performance Management Plans (PMPs) that include specific targets for student achievement, best practices for classroom management, parent communication, and other expectations that are detailed with benchmarks and timelines</li> </ul>				
<b>Measurable Outcome</b>	100% academic coaches will hold the appropriate credential for the subject area they are teaching				
	100% of academic coaches will participate in scheduled professional development				
	<b>Year 1</b> 80% of academic coaches will meet 80% or more of the goals in their PMP	<b>Year 2</b> 85% of academic coaches will meet 80% or more of the goals in their PMP	<b>Year 3</b> 85% of academic coaches will meet 80% or more of the goals in their PMP	<b>Year 4</b> 90% of academic coaches will meet 80% or more of the goals in their PMP	<b>Year 5</b> 90% of academic coaches will meet 80% or more of the goals in their PMP
<b>Methods of Measurement</b>	Initial and annual verification of teacher credential as reported by the CA Commission on Teacher Credentialing; professional development calendar and rosters will evidence participation by academic coaches in professional development activities; completed annual academic coach-developed, individual Professional Management Plans; annual School Accountability Report Card				
<b>Sub-priority B – Access to Standards-Aligned Instructional Materials</b>					
<b>Goal to Achieve Priority</b>	100% of pupils will have access to standards-aligned materials and additional instructional materials as outlined in our charter petition.				
<b>Actions to Achieve Goal</b>	AIA Leadership selects instructional materials that are aligned to CCSS and with our charter petition.				

<b>Measurable Outcome</b>	100% of pupils will have access to standards-aligned materials and additional instructional materials as outlined in our charter petition.
<b>Methods of Measurement</b>	- Academic coaches will complete an annual assessment of curricular scope and sequence, including materials, making adjustments as needed to ensure continued innovation and alignment with the CCSS
<b>Sub-priority C – School Facilities</b>	
<b>Goal to Achieve Priority</b>	Students will learn in an educationally appropriate, clean and safe school facility
<b>Actions to Achieve Goal</b>	- Implement tenant improvements as needed - Daily general cleaning by custodial staff will maintain campus cleanliness - Facility inspections will screen for safety - Annual review and update of School Safety Plan in collaboration with stakeholders and local emergency services
<b>Measurable Outcome</b>	Responses on annual school community surveys will show satisfaction with campus cleanliness and safety.
<b>Methods of Measurement</b>	Verbally-reported cleanliness/repair reports; annual school community survey results
<b>State Priority #2 – Conditions for Learning: Implementation of Common Core State Standards</b>	
<i>Implementation of State Standards (including CCSS and ELD), including how EL students will be enabled to gain academic content knowledge and English language proficiency.</i>	
<b>Person(s) Responsible: Assistant Director, Instructional Coaches, Academic Coaches</b>	
<b>Goals to Achieve Priority</b>	AIA curriculum is fully aligned to the CCSS, designed to support English Learners and other subgroups in accessing and mastering the curriculum and CCSS; EL students will achieve academic gains in alignment with growth targets; EL students will gain English language proficiency through the implementation of the ELD curriculum and related instructional strategies
<b>Actions to Achieve Goal</b>	- Target identified students with individual and small group instruction utilizing literacy development curriculum - Academic Coaches will have professional development annually, before, during, and after the school year, which will include dedicated days for understanding and implementing the CCSS and ELD standards, deepening knowledge on language acquisition, and developing instructional strategies for supporting English Learners and other subgroups of students - Academic Coaches will have CLAD certification - Students will be assessed through multiple strategies for EL needs and placed in appropriate program supports based on EL designation

	<ul style="list-style-type: none"> <li>- Monitoring of student progress towards growth targets and EL reclassification is implemented consistent with state guidelines</li> <li>- Maintain academic hour after school four days per week</li> <li>- Identify school-wide writing focus after analyzing fall writing assessment data and incorporate evidence of these practices in instructional observations and coaching</li> </ul>				
<b>Measurable Outcome</b>	Annually, 100% of students will gain academic content knowledge through the implementation of the CCSS and ELD standards				
	<b>2021-22</b> 5% of EL students will be reclassified as Fluent English Proficient annually	<b>2022-23</b> 5% of EL students in will be reclassified as Fluent English Proficient annually	<b>2023-24</b> 7% of EL students in will be reclassified as Fluent English Proficient annually	<b>2024-25</b> 9% of EL students in will be reclassified as Fluent English Proficient annually	<b>2025-26</b> 11% of EL students in will be reclassified as Fluent English Proficient annually
	<b>2021-22</b> 50% of Newcomers students grow at least one proficiency level from fall to spring	<b>2022-23</b> 55% of Newcomers students grow at least one proficiency level from fall to spring	<b>2023-24</b> 65% of Newcomers students grow at least one proficiency level from fall to spring	<b>2024-25</b> 70% of Newcomers students grow at least one proficiency level from fall to spring	<b>2025-26</b> 75% of Newcomers students grow at least one proficiency level from fall to spring
<b>Methods of Measurement</b>	Reading Inventory (SRI) diagnostic literacy assessment three times per year for all students; EL student performance on the CAASPP statewide assessments; ELPAC assessments; internal formative and summative assessments; Academic Coach assessments; ELD reclassification documentation; EDGE Inside the USA assessment				
<b>State Priority #3 – Engagement: Parent Involvement</b> <i>Parental involvement and family engagement, including efforts to seek parent input for making decisions for school, and how the school will promote parental participation in programs for unduplicated pupils and individuals with exceptional needs.</i> <b>Person(s) Responsible: Assistant Director, Academic Coaches, Parents</b>					
<b>Goal to Achieve Priority</b>	AIA families will: <ul style="list-style-type: none"> <li>- View themselves as integral to AIA’s work and success</li> <li>- Understand grade-level proficiency standards, and ways they can support their child(ren)</li> <li>- Have opportunities to provide input on key decisions</li> <li>- <u>Report high satisfaction with the Charter School’s program <a href="#">on annual Parent Surveys</a></u></li> <li>- <u>Attend monthly parent meetings to hear about upcoming schoolwide initiatives and provide feedback on existing and planned programs</u></li> <li>- <u>Hold workshops that address topics that parents have expressed a desire for</u></li> <li>- <u>Attend Portfolio Night</u></li> </ul>				

	<ul style="list-style-type: none"> <li>- <a href="#">Understand the Parent Communication System and how to reach their students’ teachers and other school staff, including the Assistant Director and Executive Director</a></li> <li>- <a href="#">Parent participation in ELAC</a></li> <li>- <a href="#">Frequent communication with parents/guardians of students identified as special education</a></li> </ul>
<p style="text-align: center;"><b>Actions to Achieve Goal</b></p>	<ul style="list-style-type: none"> <li>- Maintain Parent Advisory roles (2 parent advisors) to the Board of Directors</li> <li>- Maintain the ELAC schedule, meeting regularly and ensuring compliance with all requirements</li> <li>- Provide training and development for parents to function effectively in governance roles</li> <li>- Maintain Parent Coach position at 0.5 FTE</li> <li>- Hold family orientation, parent/student conferences and other activities to support family engagement in student learning</li> <li>- Ensure all communication to families is in primary language(s)</li> <li>- Administer surveys to parents, students, and academic coaches annually to assess satisfaction with program and get feedback on program improvements</li> <li>- Provide training on web-based student performance system (Schoology), discipline procedures and other school systems, and parent communication system (Parent Square)</li> <li>- Provide workshops and activities on A-G, college options, financial aid and other topics identified by the Parent Advisors</li> <li>- <a href="#">Academic Coaches will provide, at minimum, monthly communication to parents regarding student progress</a></li> <li>- <a href="#">Resource Specialist using various methods of communication to engage and inform parents/guardians on special education matters that relate to their students</a></li> <li>- <a href="#">Quarterly meetings with the Resource Specialist for parents and students with IEPs</a></li> </ul>
<p style="text-align: center;"><b>Measurable Outcome</b></p>	<ul style="list-style-type: none"> <li>- Two parents serve in an advisory capacity to the Board of Directors, providing regular updates at every Board meeting</li> <li>- Twenty parents are engaged in volunteer opportunities annually</li> <li>- Annually, a minimum of 90% of respondents to parent survey will report satisfaction with Communication, Family Engagement, Governance, Academic Program, College &amp; Career Readiness</li> <li>- Parent/family input on the AIA Local Control Accountability Plan</li> </ul>
<p style="text-align: center;"><b>Methods of Measurement</b></p>	<ul style="list-style-type: none"> <li>- <a href="#">Regular meetings schedule for the ELAC</a></li> <li>- <a href="#">Parent attendance at planned workshops</a></li> <li>- <a href="#">Evidence of parent usage of communication system(s)</a></li> <li>- <a href="#">Materials that are translated into Spanish</a></li> <li>- <a href="#">Parent attendance at Portfolio Night</a></li> <li>- <a href="#">Documentation of quarterly IEP meetings with families/Resource Specialist</a></li> <li>- At least <b>65%</b> of families will complete the annual parent survey</li> <li>- Annual parent/family input on the AIA Local Control Accountability Plan as evidenced by participation during public hearing</li> </ul>
<p><b>State Priority #4 – Pupil Outcomes: Pupil Achievement</b>  <i>Pupil achievement, as measured by all of the following, as applicable:</i>  a. <i>Statewide Assessments</i></p>	

- b. Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education
- c. Percentage of ELs who make progress toward English language proficiency as measured by the English Language Proficiency Assessments for California
- d. EL reclassification rate
- e. Percentage of pupils who have passed an AP exam with a score of 3 or higher
- f. Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (E.C. §99300 et seq.) or any subsequent assessment of college preparedness

**Person(s) Responsible: Academic Coaches, Instructional Coaches, Assistant Director, Executive Director**

**Sub-priority A – CAASPP**

<b>Goal to Achieve Priority</b>	All students will show progress toward achieving Standard Met or above on the CAASPP in the areas of English Language Arts/Literacy and Mathematics				
<b>Actions to Achieve Goal</b>	<ul style="list-style-type: none"> <li>- Provide professional development activities to ensure classroom and extended day instruction maximizes student learning, including external opportunities, and summer staff retreat to strengthen instructional strategies</li> <li>- Implement schoolwide literacy strategy to support reading growth</li> <li>- Utilize data from NWEA/MAP assessment, writing rubric, formative assessment, and prior state assessments to target academic intervention based on student needs</li> <li>- Structure additional academic supports including individual and small group instruction to support literacy development, tutoring, extended day program homework assistance</li> <li>- Orient families to assessment goals and results, student progress and their support roles in academic achievement of their families</li> <li>- Evaluate and ensure CCSS aligned instructional materials annually</li> <li>- Maintain PLC for Project Based Learning</li> <li>- Instructional coaches will complete at least 3 formal observation cycles and at least 8 informal inquiry-based coaching cycles of each academic coach to support effective instruction throughout the year and academic coaches will grow in at least one step in a minimum of two categories in on the CSTP</li> </ul>				
<b>Measurable Outcome</b>	All students who have completed two or more academic years at AIAHS will make consistent progress toward achieving Standard Met on the SBAC assessments in English Language Arts/Literacy and Mathematics				
	<b>ELA 2021-22</b> Schoolwide: 20% FRPM: 20% EL: 19% AA: 35% Hispanic: 20%	<b>ELA 2022-23</b> Schoolwide: 22% FRPM: 22% EL: 21% AA: 35% Hispanic: 22%	<b>ELA 2023-24</b> Schoolwide: 24% FRPM: 24% EL: 23% AA: 35% Hispanic: 24%	<b>ELA 2024-25</b> Schoolwide: 25% FRPM: 25% EL: 24% AA: 38% Hispanic: 25%	<b>ELA 2025-26</b> Schoolwide: 25% FRPM: 25% EL: 24% AA: 40% Hispanic: 25%

	<b>Math 2021-22</b> Schoolwide: 15% FRPM: 15% EL: 10% AA: 30% Hispanic: 15%	<b>Math 2022-23</b> Schoolwide: 17% FRPM: 17% EL: 17% AA: 30% Hispanic: 17%	<b>Math 2023-24</b> Schoolwide: 20% FRPM: 20% EL: 20% AA: 32% Hispanic: 20%	<b>Math 2024-25</b> Schoolwide: 22% FRPM: 22% EL: 22% AA: 35% Hispanic: 22%	<b>Math 2025-26</b> Schoolwide: 25% FRPM: 25% EL: 25% AA: 37% Hispanic: 25%
<b>Methods of Measurement</b>	CAASPP score reports; evidence of student learning as demonstrated in internal assessments; academic coach observations; pre- and post-unit test results; unit assessments; assignment and project rubrics				
<b>Sub-priority B – CSU/UC Requirements, Career Technical Education</b>					
<b>Goal to Achieve Priority</b>	Students will meet the UC/CSU academic requirements for admission or enroll in one of three available career technical education program pathways				
<b>Actions to Achieve Goal</b>	<ul style="list-style-type: none"> <li>• Maintain A-G approval of all relevant courses</li> <li>• Supervise and evaluate academic coaches for adherence to stated course goals</li> <li>• Provide students with individual counseling to ensure progress on A-G requirements</li> <li>• Maintain dual and concurrent enrollment agreements with local community colleges in career technical education program pathways</li> </ul>				
<b>Measurable Outcome</b>	Percentage of students meeting UC/CSU academic requirements for admission, as indicated in their post-high school plan				
	<b>2021-22</b> Schoolwide: 75% FRPM: 75% EL: 70% AA: 80% Hispanic: 75%	<b>2022-23</b> Schoolwide: 75% FRPM: 75% EL: 70% AA: 80% Hispanic: 75%	<b>2023-24</b> Schoolwide: 75% FRPM: 75% EL: 70% AA: 80% Hispanic: 75%	<b>2024-25</b> Schoolwide: 75% FRPM: 75% EL: 70% AA: 80% Hispanic: 75%	<b>2025-26</b> Schoolwide: 75% FRPM: 75% EL: 70% AA: 80% Hispanic: 75%
	Percentage of students enrolled in a career technical education program pathway, as indicated in their post-high school plan				
	<b>2021-22</b> Schoolwide: 25% FRPM: 25% EL: 75% AA: 20% Hispanic: 75%	<b>2022-23</b> Schoolwide: 25% FRPM: 25% EL: 75% AA: 20% Hispanic: 75%	<b>2023-24</b> Schoolwide: 25% FRPM: 25% EL: 75% AA: 20% Hispanic: 75%	<b>2024-25</b> Schoolwide: 25% FRPM: 25% EL: 75% AA: 20% Hispanic: 75%	<b>2025-26</b> Schoolwide: 25% FRPM: 25% EL: 75% AA: 20% Hispanic: 75%



<b>Methods of Measurement</b>	Student grades and transcripts; completed post-high school plans; career technical education program pathway enrollment; UC/CSU course approval documentation
<b>Sub-priority C – EL Growth</b>	
<b>Goal to Achieve Priority</b>	EL students will advance at least one performance level on the ELPAC each academic year
<b>Actions to Achieve Goal</b>	<ul style="list-style-type: none"> <li>• EL students are placed within appropriate program support based on ELPAC results, NWEA/MAP and academic coach monitoring</li> <li>• Provide differentiated supports, including individual, small group and general classroom strategies</li> <li>• All Academic Coaches will use ELD instructional strategies</li> </ul>
<b>Measurable Outcome</b>	<ul style="list-style-type: none"> <li>• 50% of EL students will advance at least one performance level on the ELPAC each academic year</li> </ul>
<b>Methods of Measurement</b>	ELPAC Score Reports
<b>Sub-priority D – EL Reclassification Rate</b>	
<b>Goal to Achieve</b>	EL students will be reclassified as Fluent English Proficient annually
<b>Actions to Achieve Goal</b>	<ul style="list-style-type: none"> <li>• Track progress of all EL students and follow reclassification procedures including monitoring after reclassification to ensure continued academic progress</li> <li>• EL students are placed within appropriate program support based on ELPAC results, NWEA/MAP and academic coach monitoring</li> <li>• Provide differentiated supports, including individual, small group and general classroom strategies</li> <li>• All Academic Coaches will use ELD instructional strategies</li> </ul>
<b>Measurable Outcome</b>	30% of EL students will be reclassified as fluent English proficient within four years of attending AIAHS
<b>Methods of Measurement</b>	Analysis and review of ELPAC results and CAASPP scores; EL reclassification documentation
<b>Sub-priority E – AP Exams – Not Applicable</b>	
<b>Sub-priority F – College Preparedness</b>	
<b>Goal to Achieve Priority</b>	AIAHS graduates are prepared to be successful in college and careers, and be contributing members and leaders in their communities

<b>Actions to Achieve Goal</b>	AIA College and Career Coordinator will meet with students in grades 9-12 and provide academic counseling as well as monitor progress toward college readiness				
<b>Measurable Outcome</b>	All students in twelfth grade will complete the Transitions to Effective Citizenship course and receive college advising and application assistance				
	All students in eleventh grade will complete a post-high school plan				
	Percentage of students by subgroup who apply to a 4-year college:				
	<b>2021-22</b> Schoolwide: 80% FRPM: 80% EL: 75% AA: 80% Hispanic: 80%	<b>2022-23</b> Schoolwide: 80% FRPM: 80% EL: 75% AA: 80% Hispanic: 80%	<b>2023-24</b> Schoolwide: 80% FRPM: 80% EL: 80% AA: 80% Hispanic: 80%	<b>2024-25</b> Schoolwide: 80% FRPM: 80% EL: 80% AA: 80% Hispanic: 80%	<b>2025-26</b> Schoolwide: 80% FRPM: 80% EL: 80% AA: 80% Hispanic: 80%
	Percentage of students accepted to a 4-year college:				
	<b>2021-22</b> Schoolwide: 75% FRPM: 75% EL: 70% AA: 80% Hispanic: 75%	<b>2022-23</b> Schoolwide: 75% FRPM: 75% EL: 70% AA: 80% Hispanic: 75%	<b>2023-24</b> Schoolwide: 75% FRPM: 75% EL: 70% AA: 80% Hispanic: 75%	<b>2024-25</b> Schoolwide: 75% FRPM: 75% EL: 70% AA: 80% Hispanic: 75%	<b>2025-26</b> Schoolwide: 75% FRPM: 75% EL: 70% AA: 80% Hispanic: 75%
	Percentage of students who enroll in a 4-year college:				
	<b>2021-22</b> Schoolwide: 60% FRPM: 60% EL: 55% AA: 75% Hispanic: 60%	<b>2022-23</b> Schoolwide: 60% FRPM: 60% EL: 55% AA: 75% Hispanic: 60%	<b>2023-24</b> Schoolwide: 60% FRPM: 60% EL: 55% AA: 75% Hispanic: 60%	<b>2024-25</b> Schoolwide: 60% FRPM: 60% EL: 55% AA: 75% Hispanic: 60%	<b>2025-26</b> Schoolwide: 60% FRPM: 60% EL: 55% AA: 75% Hispanic: 60%
	Percentage of students who enroll in a community college:				
	<b>2021-22</b> Schoolwide: 40% FRPM: 40% EL: 45% AA: 25%	<b>2022-23</b> Schoolwide: 40% FRPM: 40% EL: 45% AA: 25%	<b>2023-24</b> Schoolwide: 40% FRPM: 40% EL: 45% AA: 25%	<b>2024-25</b> Schoolwide: 40% FRPM: 40% EL: 45% AA: 25%	<b>2025-26</b> Schoolwide: 40% FRPM: 40% EL: 45% AA: 25%

Hispanic: 40%	Hispanic: 40%	Hispanic: 40%	Hispanic: 40%	Hispanic: 40%
Percentage of students who complete the FAFSA:				
<b>2021-22</b> Schoolwide: 100% FRPM: 100% EL: 100% AA: 100% Hispanic: 100%	<b>2022-23</b> Schoolwide: 100% FRPM: 100% EL: 100% AA: 100% Hispanic: 100%	<b>2023-24</b> Schoolwide: 100% FRPM: 100% EL: 100% AA: 100% Hispanic: 100%	<b>2024-25</b> Schoolwide: 100% FRPM: 100% EL: 100% AA: 100% Hispanic: 100%	<b>2025-26</b> Schoolwide: 100% FRPM: 100% EL: 100% AA: 100% Hispanic: 100%
Percentage of students who complete a community college course through concurrent enrollment:				
<b>2021-22</b> Schoolwide: 15% FRPM: 15% EL: 12% AA: 50% Hispanic: 15%	<b>2022-23</b> Schoolwide: 15% FRPM: 15% EL: 12% AA: 50% Hispanic: 15%	<b>2023-24</b> Schoolwide: 15% FRPM: 15% EL: 12% AA: 50% Hispanic: 15%	<b>2024-25</b> Schoolwide: 15% FRPM: 15% EL: 12% AA: 50% Hispanic: 15%	<b>2025-26</b> Schoolwide: 15% FRPM: 15% EL: 12% AA: 50% Hispanic: 15%
Percentage of students who are enrolled in career pathways:				
<b>2021-22</b> Schoolwide: 60% FRPM: 60% EL: 55% AA: 25% Hispanic: 60%	<b>2022-23</b> Schoolwide: 60% FRPM: 60% EL: 55% AA: 25% Hispanic: 60%	<b>2023-24</b> Schoolwide: 60% FRPM: 60% EL: 55% AA: 25% Hispanic: 60%	<b>2024-25</b> Schoolwide: 60% FRPM: 60% EL: 55% AA: 25% Hispanic: 60%	<b>2025-26</b> Schoolwide: 60% FRPM: 60% EL: 55% AA: 25% Hispanic: 60%
Percentage of students who complete career pathways:				
<b>2021-22</b> Schoolwide: 20% FRPM: 20% EL: 15% AA: 20% Hispanic: 20%	<b>2022-23</b> Schoolwide: 20% FRPM: 20% EL: 15% AA: 20% Hispanic: 20%	<b>2023-24</b> Schoolwide: 20% FRPM: 20% EL: 15% AA: 20% Hispanic: 20%	<b>2024-25</b> Schoolwide: 20% FRPM: 20% EL: 15% AA: 20% Hispanic: 20%	<b>2025-26</b> Schoolwide: 20% FRPM: 20% EL: 15% AA: 20% Hispanic: 20%

<b>Methods of Measurement</b>	College acceptance rates; financial aid award information; 4-year and community college enrollment rates; concurrent enrollment and concurrent enrollment completion rates; career pathway enrollment and completion rates
<b>State Priority #5 – Engagement: Student Engagement</b> <i>Pupil engagement, as measured by all of the following, as applicable:</i> <ol style="list-style-type: none"> <li>School attendance rates</li> <li>Chronic absenteeism rates</li> <li>Middle school dropout rates (EC §52052.1(a)(3))</li> <li>High school dropout rates</li> <li>High school graduation rates</li> </ol> <b>Person(s) Responsible: Executive Director, Assistant Director, Instructional Coaches, Academic Coaches</b>	
<b>Sub-priority A – School Attendance</b>	
<b>Goal to Achieve</b>	AIAHS will maintain a 90% annual ADA rate
<b>Actions to Achieve Goal</b>	AIAHS will provide a safe and engaging learning environment for all students and their families, including all students in subgroups
<b>Measurable Outcome</b>	Annual Average Daily Attendance will be at least 90%
<b>Methods of Measurement</b>	Monthly, quarterly, and annual ADA reports; California School Dashboard
<b>Sub-priority B – Chronic Absenteeism</b>	
<b>Goal to Achieve Priority</b>	Percentage of students missing 10% or more of school will be less than 10% annually
<b>Actions to Achieve Goal</b>	<ul style="list-style-type: none"> <li>Ensure phone, written and in-person communication is progressive to address chronic absenteeism</li> <li>Letters will be sent home with students who have had 3 unexcused absences</li> <li>Parent conferences will be held when students are sent home</li> <li>Home visits will be conducted as needed and Administrative Hearings will be held for serious absenteeism</li> <li>Leadership Team will call parents monthly to review attendance and academic progress</li> </ul>
<b>Measurable Outcome</b>	Percentage of students missing 10% or more of school will be less than 10% annually

<b>Methods of Measurement</b>	Reports from student information system on absences; California School Dashboard; academic coach observations
<b>Sub-priority C – Middle School Dropout Rates – Not Applicable</b>	
<b>Sub-priority D – High School Dropout Rates</b>	
<b>Goal to Achieve Priority</b>	AIAHS students will complete high school at AIAHS or another high school within five years
<b>Actions to Achieve Goal</b>	<ul style="list-style-type: none"> <li>• AIAHS will monitor all high school students for attendance and satisfactory progress toward meeting graduation requirements</li> <li>• AIAHS will provide a continuum of supports to ensure high-risk students maintain school engagement including individual intervention plans</li> <li>• AIAHS will track the transfer of exiting students to ensure they are reenrolled in another accredited high school</li> </ul>
<b>Measurable Outcome</b>	AIAHS will maintain a high school dropout rate of less than 20%
<b>Methods of Measurement</b>	Student re-enrollment documentation as verified by the student information system and CALPADS; advisory reports
<b>Sub-priority E – High School Graduation Rates</b>	
<b>Goal to Achieve Priority</b>	Students entering AIAHS after eighth grade promotion from a WASC accredited school will graduate from AIAHS or another high school within five years
<b>Actions to Achieve Goal</b>	<ul style="list-style-type: none"> <li>• AIAHS will monitor all high school students to support completion of all required courses for graduation</li> <li>• AIAHS will track the transfer of exiting AIAHS students to ensure they are reenrolled in another accredited high school</li> </ul>
<b>Measurable Outcome</b>	70% of AIAHS students will graduate from high school within five years of enrolling
<b>Methods of Measurement</b>	Student cohort records; alternate graduation plans; transfer documentation; California School Dashboard
<p><b>State Priority #6 – Engagement: School Climate</b>  <i>School climate, as measured by all of the following, as applicable:</i></p> <ol style="list-style-type: none"> <li><i>Pupil suspension rates</i></li> <li><i>Pupil expulsion rates</i></li> <li><i>Other local measures, including surveys of pupils, parents and teachers on the sense of safety and school connectedness</i></li> </ol> <p><b>Person(s) Responsible: Executive Director, Assistant Director, Instructional Coaches, Academic Coaches, Parents</b></p>	

<b>Goal to Achieve Priority</b>	Students will attend school regularly, feel safe, connected, and engaged. AIAHS will develop personal qualities necessary to be successful at AIAHS and to attend and graduate from college. AIAHS will ensure the safety of all students and staff by adhering to the school safety plan.
<b>Actions to Achieve Goal</b>	<ul style="list-style-type: none"> <li>- AIAHS will maintain clear disciplinary procedures, including the process for expulsion</li> <li>- AIAHS will continue to implement schoolwide restorative justice strategies to promote a positive school culture</li> <li>- All staff will continue to receive training and development in youth development, restorative justice, de-escalation strategies and school disciplinary procedures</li> <li>- Train staff annually on CPR/First Aid and school safety procedures</li> <li>- Conduct monthly drills for earthquake, fire and other emergency situations</li> <li>- Provide training to students, parents and academic coaches in the effective and safe use of the internet</li> </ul>
<b>Measurable Outcome</b>	<ul style="list-style-type: none"> <li>• AIAHS will maintain an annual suspension rate of less than 2%</li> <li>- AIAHS will maintain an annual expulsion rate of less than 1%</li> <li>- AIAHS students and staff will adhere to the School Safety Plan</li> </ul>
<b>Methods of Measurement</b>	Annual School Accountability Report Card, CALPADS Reports, California School Dashboard, Annual School Community Survey, annual school safety plan

**State Priority #7 – Conditions for Learning: Course Access**

*The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FPRM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs. “Broad course of study” includes the following, as applicable:*

*Grades 1-6: English, mathematics, social sciences, science, visual and performing arts, health, physical education, and others as prescribed by the governing board. (E.C. §51210)*

*Grades 7-12: English, social sciences, foreign language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education. (E.C. §51220(a)-(i))*

**Person(s) Responsible: Executive Director, Assistant Director**

<b>Goal to Achieve Priority</b>	AIAHS students, including all student subgroups, unduplicated students, and students with exceptional needs, will have full, broad access to the academic and educational program as outlined in the school’s Charter
<b>Actions to Achieve Goal</b>	<ul style="list-style-type: none"> <li>- Review and update course offerings annually</li> <li>- Update academic supports and interventions annually based on student needs</li> <li>- Conduct regular review of student achievement data</li> <li>- Provide professional development to maximize learning and provide access to multiple instructional/learning delivery systems</li> </ul>
<b>Measurable Outcome</b>	Annually, 100% of students, including all student subgroups, unduplicated students, and students with exceptional needs, will have full, broad access to the academic and educational program as outlined in the school’s Charter

<b>Methods of Measurement</b>	Course schedules; formative and summative needs assessments; qualitative and quantitative student achievement data; professional development annual calendar
<b>State Priority #8 – Pupil Outcomes: English Language Arts, Mathematics, History / Social Science, Science, Visual and Performing Arts, Foreign Language(s)</b> <i>Pupil outcomes, if available, in the subject areas described in #7 above, as applicable</i> <b>Person(s) Responsible: Academic Coaches, Assistant Director</b>	
<b>Goal</b>	<i>English:</i> Students will demonstrate grade level proficiency in English Language Arts/Literacy
	<i>Mathematics:</i> Students will demonstrate grade level proficiency in Mathematics
	<i>Social Sciences:</i> Students will demonstrate grade level skills and content knowledge in history, civics, and social science
	<i>Science:</i> Students demonstrate grade level skills and content knowledge in science
	<i>Visual and Performing Arts:</i> AIAHS will offer VAPA courses and support students to complete required A-G and graduation required courses
	<i>Physical Education:</i> Students required to take the CA Physical Fitness Test will pass
	<i>Foreign Languages:</i> AIAHS course offerings will include foreign language courses to meet graduation requirements
	<i>Applied Arts:</i> not applicable
	<i>Career Technical Education:</i> Students will complete career technical education pathways as identified in their post-high school plans
<b>Actions to Achieve Goal</b>	<i>English:</i> Reading Intervention program to assist at-risk students and students performing below grade level proficiency; AIAHS Academic Coaches, Resource Specialist, and tutors to support instruction and student learning; Professional development for staff on EL strategies and literacy development; Schoolwide writing rubric implementation to assess progress on literacy

	<p><i>Mathematics:</i> Use of diagnostic testing upon enrollment to place students in appropriate courses; AIAHS Math Coaches and tutors provide one-on-one and small group tutoring to assist students performing below grade level proficiency and to support instruction and student learning</p> <p><i>Social Sciences:</i> Direct instruction using multiple sources of resource materials and project-based learning strategies to support students' ability to understand political systems, world events, etc. from multiple perspectives</p> <p><i>Science:</i> Direct instruction with an integrated approach for science using the Next Generation Science Standards; strategies included in an integrated approach are: non-fiction texts, mini research projects and labs, computer-based information (articles, videos), field trip experiences, and hands-on science projects</p> <p><i>Visual and Performing Arts:</i> Provide academic counseling to students to monitor progress toward VAPA requirements; AIAHS students will have visual and performing arts course options above the VAPA required coursework</p> <p><i>Physical Education:</i> Required physical education activities and/or courses each year; AIAHS will administer the California Physical Fitness Test in grade nine</p> <p><i>Foreign Languages:</i> Provide academic counseling to ensure students are completing required foreign language courses; counsel students interested in a foreign language that is not offered at AIAH to enroll under concurrent enrollment agreement with local community college</p> <p><i>Applied Arts:</i> not applicable</p> <p><i>Career Technical Education:</i> Provide multiple career technical education pathways that articulate to local community college career education pathways; maintain dual and concurrent enrollment agreements with local community colleges</p>
<b>Measurable Outcome</b>	<ul style="list-style-type: none"> <li>• CAASPP assessments and internal benchmark assessments will indicate growth over the prior year</li> <li>• Increase over the prior year of all students scoring proficient or above on CAASPP assessments</li> <li>• Increase over the prior year of all students earning a passing grade of C or above in their English, math, science, and history/social sciences course</li> <li>• Increase over the prior year of students in identified subgroups scoring basic, proficient or advanced on interim assessments</li> <li>• Increase over the prior year of students progressing in language proficiency</li> </ul>
<b>Methods of Measurement</b>	<p>CAASPP score reports; evidence of student learning as demonstrated in internal assessments; academic coach observations; student work; pre- and post-unit test results; benchmark assessments; assignment and project rubrics; California School Dashboard; Physical Fitness Test</p>



## State Mandated Assessment

As required by Education Code §47605(d)(1), AIAHS will “conduct the pupil assessments required pursuant to [Education Code] Section 60605.” Data from standardized tests will be used to inform instruction, develop learning plans, and identify youth in need of additional support.

Results of standardized tests are required to be reported by AIAHS annually. One of the formats for such reporting is the School Accountability Report Card (“SARC”). 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.. AIAHS affirms that it shall provide all legally required information and reports to the District in accordance with all applicable timelines. To the extent that there is information that the District has, but that AIAHS does not have that AIAHS needs in order to meet its obligations, the District shall provide the same to AIAHS in a reasonably timely manner upon request.

AIAHS coordinates and implements all state mandated assessments directly and provides any necessary information to the District. Test results for the prior year, if not provided directly to the District by the State, will be provided to the District by the charter school no later than September 1st of each year.

AIAHS is a continuously improving school. Its comprehensive assessment program includes:

- CAASPP SBAC for ELA and Mathematics
- California Science Test (“CAST”)
- NWEA MAP
- ELPAC
- Presentations of Learning
- Portfolio Night
- School wide Writing Assessments
- CSU Placement Tests for 11<sup>th</sup> and 12<sup>th</sup> Graders
- In class assessments

Students are assessed in each of the core academic areas by a combination of ongoing, authentic assessments, traditional assessments, and standardized tests. AIAHS uses common rubrics for assessment of learning plans, portfolios, and Presentations of Learning, writing, public speaking, debate, leadership, collaborative work, enterprise projects, social analysis, and effective participation. A detailed description of on-going assessments is found above in the section on the School-Wide Action Plan. Additional measures used to assess student achievement include:

- Attendance records
- Written reports
- Ongoing academic coach evaluation of student work

Youth and their parents receive regular communication on academic progress, including:

- 24-hour online access to [Power-School-Schoolology](#) Grade and Attendance system
- Report cards
- Youth-led conferences with parents
- Public performances and exhibitions
- [Portfolio presentations](#)
- [Schoolology \(Learning Management System\)](#)
- [Coach-to-Parent contact via Google Spreadsheets](#)

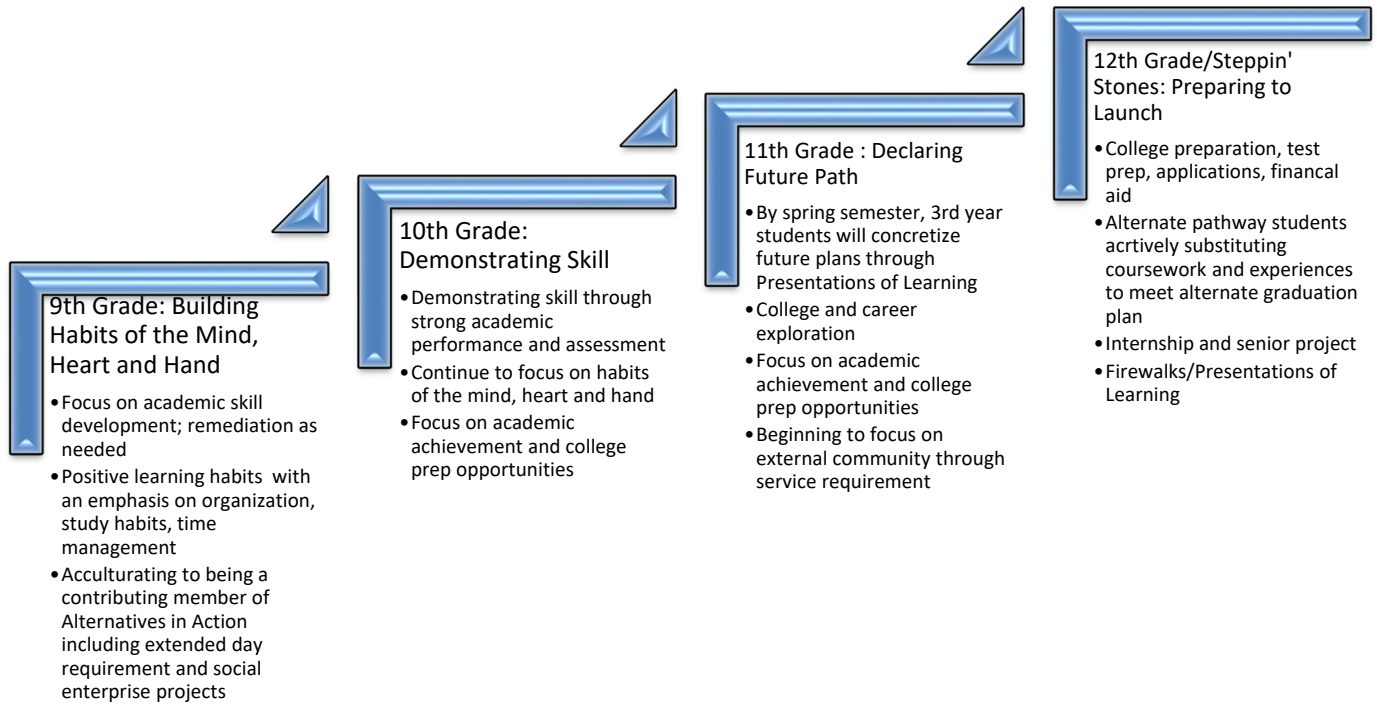
### **Assessing Progress toward Graduation**

Graduation progress is assessed using a variety of measures, selected to be appropriate for the subject matter and student:

- Academic review and counseling with transcript analysis for grade promotion or retention
- Satisfactory completion of course requirements based on transcript evaluation
- Completion of internship requirement
- Senior Presentation of Learning – an oral defense of each senior’s portfolio evaluated based on a specially designed rubric

AIAHS has created Developmentally Appropriate Benchmarks that need to be achieved at each grade level. Benchmarks assist staff in focusing specific tasks that need to be achieved at each grade level in

support of preparing youth not only for graduation but for college, career, and community readiness.



## Graduation Requirements for High School Students & Coursework Required for Application to the University of California or California State University Systems

Alternatives in Action High School’s graduation requirements are designed to ensure that, upon graduation, students meet entry requirements for the University of California and California State University systems. AIAHS’s graduation requirements will meet or exceed the UC/CSU A-G admissions requirements presented below.

*Table: A-G UC/CSU Subject Area Requirements –AIAHS Graduation Requirements*

A-G Subject Area	Years Required for UC/CSU	Years Required for AIAHS Graduation
A. History / Social Science	2	2
B. English / Composition & Literature	4	4
C. Mathematics	3	3
D. Laboratory Science	2	2

E. Foreign Language	2	2
F. Visual & Performing Arts	1	1
G. College Prep Electives	1	4

### Assessing Overall School Performance

To evaluate overall school performance, AIAHS compiles and analyzes the data from individual student assessments including the CAASPP SBAC and NWEA – MAP scores. In addition, AIAHS collects and publishes information on some or all of the following measures, as appropriate:

- Rubric scores demonstrating longitudinal growth in qualitative skills through Presentations of Learning and Portfolio Night
- Attendance rate
- Graduation rate (the percentage of youth who ultimately meet graduation requirements without respect to the length of their enrollment in AIAHS)
- Dropout rate (the percentage of youth who leave AIAHS and do not enroll in other programs that lead to a high school diploma)
- Drop out recovery rate (the percentage of students who return to school after dropping out by enrolling in AIAHS) and make academic progress
- College admissions and enrollment
- Student and parent satisfaction surveys

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

## **Element 4 (Governance)**

*“The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement.” – Ed. Code § 47605(c)(5)(D)*

### **Operation by or as a Nonprofit Public Benefit Corporation**

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

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

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

### **Indemnification of District**

Charter School through this Charter agrees to defend, and indemnify and hold harmless the District, its officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter “District” and “District Personnel”) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, Charter School’s performance under this Agreement or the Charter, the condition or use of its facilities, or any acts, errors, negligence, omissions or intentional acts by Charter School, its Governing Board, administrators, employees, agents, representatives, volunteers, successors and assigns.

### **Governing Board Operation**

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

Charter School shall publicly post all governing board meeting agendas in accordance with the Brown Act. Charter School shall keep accurate records of all governing board meetings, whether they were

canceled, rescheduled, or held, and make board meeting documents, including board meeting minutes, available to the public either upon request or by posting on the charter school's website.

The District reserves the right, but is not obligated, to appoint a single representative of the District's choosing to the Charter School governing board pursuant to Education Code section 47604(c).

### **Required Notifications to the District**

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

### **Charter School Records**

Upon receiving a records request from a receiving school/school district, Charter School shall transfer a copy of the student's complete cumulative record within ten (10) school days in accordance with Education Code section 49068. Charter School shall comply with the requirements of California Code of Regulations, title 5, section 3024, regarding the transfer of student special education records. In the event Charter School closes, Charter School shall comply with the student records transfer provisions in Element 15. Charter School shall comply with the requirements of Education Code section 49060 et seq., regarding rights to access student records, and Education Code section 49069.3 and 49069.5 regarding transfer of records for youth in foster care.

Charter School acknowledges that pursuant to Article XVI section 8.5(e) of the California Constitution, sections 2(e), 6, and 8 of Proposition 98, and sections 33126.1(b), 35256(c), and 35258 of the Education Code require schools, including Charter School to provide certain information in certain formats in certain ways to the general public and specifically to parents of students at Charter School and of the District. Charter School further acknowledges that it has the obligation to provide all of such information to the District that is required by these referenced authorities in a timely manner so that the District may meet its obligations under those authorities as well. To the extent that there is information that the District has, but that Charter School does not have that Charter School needs in order to meet its obligations, the District shall provide the same to Charter School in a reasonably timely manner upon request under Education Code section 47604.3.

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

## **Non-Profit Public Benefit Corporation**

AIAHS is a directly funded independent charter school, operated by Alternatives in Action, a California non-profit public benefit corporation, pursuant to California law. AIAHS is an independent charter school operated by Alternatives in Action (AIA), a California non-profit public benefit corporation. AIA complies with all applicable federal, state and local laws. It retains its own legal counsel when necessary. It also purchases and maintains as necessary general liability, property, workers' compensation, and unemployment insurance policies.

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

Attached in the Appendices please find the AIA Articles of Incorporation, Bylaws, Conflict of Interest Code, and 2020-21 Board roster.

## **AIA Board of Directors**

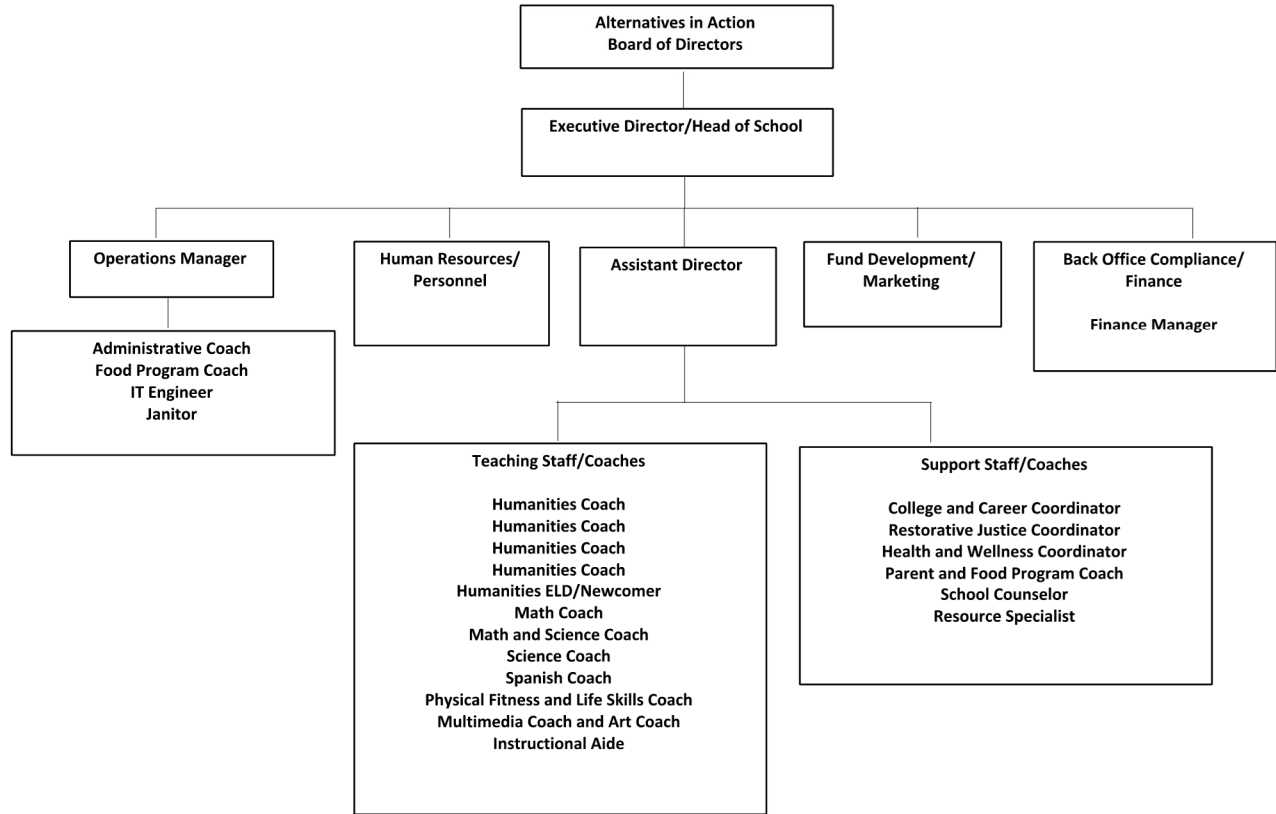
AIAHS is governed by the AIA Board of Directors in accordance with the California Charter Schools Act, Nonprofit Public Benefit Corporation Law, and its adopted Bylaws, which shall be consistent with the terms of this charter. The AIA Board of Directors consists of a minimum of five (5) and a maximum of twenty (20) directors. All directors are designated by the existing AIA Board of Directors. All directors are to be designated at AIA's annual meeting of the Board of Directors. OUSD may assign one representative to the AIA Board of Directors in accordance with Education Code Section 47604(c). If the District chooses to do so, the Board shall appoint a director to ensure that the Board is maintained with an odd number of directors.

Each director shall hold office unless otherwise removed from office in accordance with the bylaws for a term of three (3) years and until a successor director has been appointed as described in the Bylaws.

Members of the AIA Board of Directors represent a diversity of skills and experience including educators, lawyers, business owners, marketing and development experts. A description of the current Board of Directors' expertise is included in table below.

## **Organizational Chart**

## Organizational Chart 2020-2021



### Alternatives in Action Board of Directors, Areas of Expertise

	Finance	Nonprofit	Leadership	Community Organizing	Marketing	Pedagogy	Strategic Partnerships
<b>Katharine Earhart,</b> Chairperson	x		x				
<b>Aileen Thorne,</b> Treasurer	x						
<b>Crystal Cheng,</b> Secretary	x	x					
<b>Asia Laigo,</b> Staff Rep.		x	x			x	
<b>Tracey Moore,</b> Member		x		x			
<b>Abigail Edelman,</b> Member					x		



<b>Gena Kurzfeld,</b> Member						x	
<b>Max Aggrey,</b> Member			x				x

Roles and Responsibilities

The AIA Board of Directors is fully responsible for the operation and fiscal affairs of AIAHS including, but not limited to, the following:

- Hire, supervise, evaluate, discipline, and dismissal of the Executive Director
- Approve contractual agreements above ~~\$25,000~~15,000
- Approve and monitor the implementation of general policies of the Charter School. This includes effective human resource policies for career growth and compensation of the staff
- Approve and monitor the AIAHS annual budget and budget revisions
- Maintain and provide oversight of Fiscal Policies and Procedures including but not limited to contracting 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 schoolwide academic achievement
- Engage parents and the community in school related programs
- Execute all applicable responsibilities provided for in the California Corporations Code
- Engage in ongoing strategic planning
- Approve the school calendar in April and schedule of Board meetings in June annually for the coming year
- Review requests for out-of-state or overnight field trips for students and staff
- 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
- Approve annual independent fiscal audit
- Appoint an administrative panel or act as a hearing body and take action on recommended student expulsions in accordance with AIAHS's policy

- Support AIAHS in maintaining an open and diverse culture with a lens on Diversity, Equity and Inclusion, within both educational and operational activities

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 any of those duties with the exception of budget approval or revision, approval of the fiscal audit, 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.

#### **4.3 AIAHS Governing Committee (AUSD charter renewal criteria 4, 5)**

~~The AIA Board of Directors has appointed the AIAHS Governing Committee to serve as a critical advisory committee for AIAHS, and is charged with making recommendations to the AIA Board of Directors on AIAHS matters related to governance and oversight.~~

~~The AIAHS Governing Committee is responsible for developing and recommending for approval any and all policies affecting AIAHS, including policies related to personnel and financial management, and for on-going oversight of school operations. The AIAHS Governing Board Committee also participates in dispute resolutions, consistent with Section 14 below.~~

~~The AIAHS Governing Committee consists of at least five (5) AIA board members. The AIAHS Governing Board Committee's composition shall include the representative appointed by the charter authorizer to the Board of Directors; and one (1) AIAHS staff member nominated by AIAHS employees and appointed by the Board.~~

~~The AIAHS Governing Committee has also established an advisory committee consisting of other individuals whose advice and information merit confidence because of their professional or expert competence. Advisory Members include both a parent and student representative who provide important information to the Governing Committee as it develops policies and provides oversight to AIAHS.~~

~~The AIAHS Governing Board Committee and its advisory committee may meet concurrently.~~

#### **4.4 Compliance with Applicable Law**

The AIA Board of Directors shall operate in accordance with applicable provisions of California law, including the Brown Act (Gov. Code Sections 54950 *et seq.*), Education Code Section 47604.1(c), and Public Records Act (Gov. Code Sections 6250 *et seq.*).

AIA has adopted a Conflict of Interest Code that complies with the Political Reform Act, Corporations Code conflict of interest rules, and Government Code Section 1090, et seq., as set forth in Education Code Section 47604.1, and which shall be updated with any charter school-specific conflict of interest laws or regulations.

### **Board Training**

The AIA Board of Directors attend an annual in-service retreat for the purposes of training individual board and committee members on their responsibilities with topics to include, at minimum, conflicts of interest, the Brown Act, and fiscal compliance.

### **School Site Leadership**

The AIA Executive Director and the AIAHS Assistant Director manage the day-to-day operations of AIAHS. As detailed in their job descriptions, the Executive Director manages the business and operations of the Charter School; the AIAHS Assistant Director manages the instructional program and staff.

### **Executive Director**

The Executive Director is responsible for overall management of Alternatives in Action under the supervision of the Board of Directors. The Executive Director shall perform assigned tasks as directed by the Board of Directors to ensure fidelity of the vision and mission of the organization. These tasks may include, but are not limited to, the following:

- Hire, manage, evaluate, and recommend for dismissal if needed, the Assistant Director in consultation with the Board of Directors
- Ensure fidelity of school annual plan with overall vision and mission
- Monitor progress on school performance
- Communicate and report to the Board of Directors
- Oversee school finances to ensure financial stability
- Ensure compliance with all applicable state and federal laws and help secure local grants
- Establish and maintain a system to handle organizational tasks purchasing, budgets, and timetables
- Present independent fiscal audit to the Board of Directors and, after review by the Board of Directors, submit audit to the District Board of Education and the County Superintendent of Schools, the State Controller and the California Department of Education
- Ensure implementation of LCAP and Charter with annual review and reporting

### **AIAHS Assistant Director**

The AIAHS Assistant Director is the educational leader of AIAHS. The AIAHS Assistant Director ensures that the curriculum is implemented in order to maximize student-learning experiences. The AIAHS Assistant Director reports to the Executive Director and s/he is responsible for the orderly operation of AIAHS and the supervision of all employees in AIAHS.

The AIAHS Assistant Director shall perform assigned tasks as directed by the Executive Director and shall be required to undertake some or all of the tasks detailed below. These tasks may include, but are not limited to, the following:

- Ensure the Charter School enacts its mission
- Interview and recommend school employee hiring, promotion, discipline, and/or dismissal to Executive Director
- Supervise and evaluate school academic coaches and staff
- Participate in and develop a school wide professional development plan
- Communicate with parents, recruit new families and students, and assure families of academic growth
- Take responsible steps to secure full and regular attendance at school of the students enrolled in accordance with policies established by the Board of Directors
- Complete and submit required documents as requested or required by the charter and/or Charter School Board of Directors and/or the District
- Manage the budget of AIAHS and review all financial records
- Ensure that appropriate evaluation techniques are used for both students and staff
- Establish and maintain a system to handle organizational tasks such as student records, academic coaches records, academic coaches credentialing information, and contemporaneous attendance logs
- Hire qualified substitute academic coaches as needed
- Ensure the security of the Charter School facilities
- Promote the Charter School in the community and promote positive public relations and interact effectively with media
- Attend meetings with the Operations Manager on fiscal oversight issues as requested by the Executive Director
- Develop the school annual performance report, the SARC, and the LCAP
- Manage student discipline, and as necessary participate in the suspension and expulsion process;
- Participate in IEP meetings as necessary

### **Parent Involvement in Governance**

There are two parents who serve in advisory roles to the Board of Directors, wherein they:

- Act as liaisons between the parents and the Board
- Represent the voices and perspectives of AIAHS parents
- Attend all Board meetings to provide updates/reports

### English Learner Advisory Committee

- An advisory committee made up of parents and school site staff who evaluate EL programs and provide feedback to Charter School leadership on adjustments that might be needed

## **Element 5 (Employee Qualifications)**

*“The qualifications to be met by individuals to be employed by the charter school.” – Ed. Code § 47605(c)(5)(E)*

### **Equal Employment Opportunity and Nondiscrimination**

Charter School acknowledges and agrees that all persons are entitled to equal employment opportunity. Charter School shall not discriminate against applicants or employees on the basis of race, color, religion, sex, gender, gender expression, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, genetic information, military and veteran status, or any other characteristic protected by California or federal law. Equal employment opportunity shall be extended to all aspects of the employer-employee relationship, including recruitment, selection, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment. Charter School further acknowledges that it shall not retaliate against any employee for engaging in protected activity, exercising a protected right, or initiating or pursuing any claim, proceeding, charge or complaint based upon an allegation of discrimination.

### **Teacher Credentialing Requirements**

Charter School shall adhere to all State and federal requirements that are applicable to teachers and paraprofessional employees. Charter School shall ensure that all teachers meet applicable state requirements for certificated employment, including the provisions of Education Code section 47605(1). Charter School shall maintain current copies of all teacher credentials and make them readily available for inspection.

### **Reporting Educator Misconduct to the California Commission on Teacher Credentialing**

Charter School shall comply with Education Code section 44030.5 with respect to reporting the change in employment status to the California Commission on Teacher Credentialing where the change of employment status is a result of an allegation of misconduct, or while an allegation of misconduct is pending, and with Education Code section 44939.5 regarding the reporting of egregious misconduct.

### **Employment of Felons**

The Charter School shall comply with the provisions of Education Code section 44830.1 and 45122.1 with respect to the submission of fingerprints to the Department of Justice and the employment of persons convicted of violent or serious felonies.

### **Minimum Qualifications**

AIAHS ensures that all staff meet the minimum qualifications associated with their role in the organization.

### **Executive Director**

The Executive Director is responsible for overall management of Alternatives in Action under the supervision of the Board of Directors. The Executive Director shall perform assigned tasks as directed by the Board of Directors to ensure fidelity of the vision and mission of the organization. A description of the Executive Director's duties is provided above in Element 4.

The qualifications of the Executive Director include, but are not limited to:

- Administrative credential achieved or in process; experience in school leadership and administration
- California teaching credential and a minimum of 5 years direct teaching experience
- Brings 5+ years of experience as a senior organizational leader in a youth or educational setting
- Has experience in program evaluation and leading data driven program quality improvement strategies
- Has excellent verbal and written communication skills
- Flexible and enjoys working in a diverse, entrepreneurial, fast-paced environment with passionate, talented and committee people
- Has demonstrated experience and cultural fluency working with the key communities we serve (African-American and Latino); bilingual (Spanish-English) preferred
- Values education and learning, and holds a Masters in a related field (preferred)
- Has the ability to take initiative, work independently and collaboratively as needed
- Has change management expertise
- Experience in developing educational and/or youth development programs
- Knowledge of educational trends and an understanding of project-based learning strategies
- Experience in at least two of the following program areas credit recovery, EL programs, career readiness and college prep strategies
- Computer proficiency in Microsoft Office Suite, knowledge of Powerschool and other School Data system

### **Assistant Director**

The Assistant Director is the leader of AIAHS. The Assistant Director ensures that the curriculum is implemented in order to maximize student-learning experiences. The Assistant Director reports to the Executive Director and s/he is responsible for the orderly operation of AIAHS and the supervision of all employees in AIAHS.

The Assistant Director shall perform assigned tasks as directed by the Executive Director and shall be required to undertake some or all of the tasks detailed below. A description of the Assistant Director's duties is provided above in Element 4.

The qualifications of the Assistant Director include, but are not limited to:

- Administrative credential achieved or in process; experience in school leadership and administration
- California teaching credential and a minimum of 5 years direct teaching experience
- Minimum of 3 years formal staff management experience
- Experience working with California content standards and adapting the to a progressive youth-centered curriculum approach that emphasizes depth in learning

- Experience in developing educational and/or youth development programs
- Knowledge of educational trends and an understanding of project-based learning strategies
- Experience in at least two of the following program areas credit recovery, EL programs, career readiness and college prep strategies
- Bilingual, Spanish/English preferred

### **Academic Coaches (Teachers) Qualifications**

AIAHS will ensure that all academic coaches hold the Commission on Teacher Credentialing certificate, permit, or other document required for the academic coach's certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated academic coaches, in the same manner as a governing board of a school district. Teachers employed by charter schools during the 2019–20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher's certificated assignment. In addition, all AIAHS teachers shall have English Learner Authorization in compliance with all applicable requirements of the Commission on Teacher Credentialing. AIAHS reserves the right to evaluate the expertise of each staff member and accordingly assign each person to student groups, curriculum, subjects, enterprises, coaching or mentoring assignments, consistent with AIAHS policy, as it deems in the best interests of the students.

### **Non-Instructional Staff Qualifications**

All AIAHS employees will meet specific qualifications for employment as outlined in the respective job descriptions. In addition, AIAHS employees will be evaluated for their ability to work effectively with youth. Skills and personal qualities identified by youth that facilitate learning relationships include real-world experience, flexibility, resilience, empathy, confidence in themselves and others, and listening and speaking skills. Alternatives in Action ensures that all staff meet the minimum qualifications for their respective position. A summary of the minimum qualifications for non-academic positions are provided below:

### **College and Career Counselor**

- Bachelor of Arts degree in education/social work or related field preferred; MA/PPSC preferred
- At least 2 years experience teaching or mentoring high-school age students in college and/or career readiness programs; experience in youth development and/or educational programs; passion for working with youth within a social justice framework
- Demonstrated awareness of college services and entrance requirements
- Demonstrated ability to facilitate youth towards the achievement of outcomes
- Experience in program development and coordination
- Excellent communication, facilitation, organization, writing, and team-building skills
- Demonstrated ability to develop and implement curricula, lesson plans and to keep detailed records
- Ability to manage multiple projects, work independently and as a team-member
- Experience working with diverse groups and communities
- Flexibility, sense of humor, strong commitment to collaboration, self-reflection, and resourcefulness
- Bilingual Spanish preferred

### **Health and Wellness Coordinator:**

- Bachelor of Arts degree; related advanced degrees preferred, but not required.
- Bilingual Spanish required
- Minimum of 2 years experience in education
- Experience in alternative, youth development, and/or experiential learning settings.
- Experience and/or strong interest in community development.
- Ability to work in a youth friendly, collaborative, student centered environment.
- Ability to use authority, set boundaries, and hold high standards with you.
- Strong advocacy skills for youth and families as well as for self.
- Experience working with diverse groups, learners, and communities.

### **Restorative Justice Coordinator:**

- Minimum 2 years experience in education and/or youth development setting
- Bachelor's degree required
- Bilingual Spanish/English preferred; extensive experience providing culturally responsive services to Latino and other communities of color
- Experience in alternative, youth development, and/or experiential learning settings.
- Experience and/or strong interest in community development.
- Ability to work in a youth friendly, collaborative, student centered environment.
- Ability to use authority, set boundaries, and hold high standards with youth.

### **Operations Manager**

- Associates degree or equivalent experience
- At least 2 years experience providing support to Senior Management at a high level and some experience in assisting in Human Resources
- Advanced user in Microsoft Office Suite
- Knowledge of standard office administrative practices and procedures
- Must have high level of interpersonal skills to handle sensitive and confidential situations
- Position continually requires demonstrated poise, tact and diplomacy
- Requires consistent attention to detail in composing, typing and proofing materials, establishing priorities and meeting deadlines
- Must be able to work in a fast-paced environment with the ability to juggle multiple competing tasks and demands



## **Element 6 (Health and Safety)**

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

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

*(ii) The development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (J), inclusive, of paragraph (2) of subdivision (a) of Section 32282.*

*(iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school.” – Ed. Code § 47605(c)(5)(F)*

### **Site Safety Plan**

Charter School shall develop a school safety plan, which shall include the following topics set forth in Education Code section 32282(a)(2), and which shall be updated by March 1 every year:

- (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) The provisions of any schoolwide dress code, pursuant to Education Code section 35183 that prohibits pupils from wearing “gang-related apparel,” if the school has adopted that type of a dress code;
- (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, including procedures related to individuals with guns on school campuses and at school-related functions. The procedures to prepare for active shooters or other armed assailants shall be based on the specific needs and context of each school and community.

### **Pupil Safety**

#### **Immunizations, Health Examinations, and Health Screenings**

Charter School shall comply with all federal and state legal requirements related to student immunization, health examination, and health screening, including but not limited to screening for vision, hearing, and scoliosis, to the same extent as would be required if the students were attending a non-charter public school. Charter School shall maintain student immunization, health examination, and health screening records on file.

#### **Suicide Prevention Policy (Grades 7-12)**

Charter School shall adopt, at a regularly scheduled meeting, a policy on pupil suicide prevention in Grades 7 through 12 inclusive, that meets the requirements of Education Code section 215, if it serves any of those grade levels. The policy shall be developed in consultation with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts and shall, at a minimum, address procedures relating to suicide prevention, intervention, and postvention, and shall specifically address the needs of high-risk groups, including, but not limited to, all of the following: Youth bereaved by suicide; Youth with disabilities, mental illness, or substance use disorders; Youth experiencing homelessness or in out-of-home settings, such as foster care; and lesbian, gay, bisexual, transgender, or questioning youth.

### **Employee Training**

Charter School shall ensure that all staff members receive annual training on Charter School's health, safety, and emergency procedures, including but not limited to training on blood borne pathogens, and shall maintain a calendar for, and conduct, emergency response drills for students and staff. Charter School shall also ensure that its employees receive the required sexual harassment training under Govt. Code 12950.1.

Charter School shall provide all employees, and other persons working on behalf of Charter School who are mandated reporters, with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person's employment if employed after the beginning of the school year, in accordance with the requirements of Education Code section 44691.

### **Employee Screening Requirements**

#### **Criminal Background Clearances and Fingerprinting**

Charter School shall comply with all requirements of Education Code sections 44237, 44830.1 and 45125.1. Charter School shall designate and maintain at all times at least one Custodian of Records duly authorized by the California Department of Justice.

Charter School shall maintain on file and available for inspection evidence that (1) Charter School has performed criminal background checks and cleared for employment all employees prior to employment; (2) Charter School has obtained certification from each of its contracting entities/independent contractors that the entity/contractor has conducted required criminal background clearances for its employees prior to provision of school site services and/or any contact with students and has requested subsequent arrest notification service; and (3) Charter School has performed criminal background checks and cleared for service all volunteers not directly supervised by staff and who may have contact with students. Charter School shall also ensure that it requests and receives subsequent arrest notifications from the California Department of Justice for all employees and volunteers not directly supervised by staff. Upon request, Charter School shall provide a copy of Department of Justice confirmation of Custodian of Records status for each Custodian of Records.

#### **Tuberculosis Screening**

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

In order to provide safety for all students and staff, the Charter School maintains and implements full health and safety policies and procedures and risk management policies at its school site in consultation with its insurance carriers and risk management experts. The following is a summary of the health and safety policies of the Charter School:

### **Medication in School**

The Charter School will adhere to Education Code Section 49423 regarding administration of medication in school. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members.

### **Prevention of Human Trafficking**

The Charter School shall identify and implement the most appropriate methods of informing parents and guardians of students in grades 9 through 12 of human trafficking prevention resources.

### **Feminine Hygiene Products**

The Charter School will stock at least 50% of its restrooms with feminine hygiene products, and shall not charge students for these products, pursuant to Education Code Section 35292.6.

### **Nutritionally Adequate Free or Reduced-Price Meal**

The Charter School shall provide each needy student, as defined in Education Code Section 49552, with one nutritionally adequate free or reduced-price meal, as defined in Education Code Section 49553(a), during each schoolday.

### **California Healthy Youth Act**

The Charter School shall teach sexual health education and human immunodeficiency virus (“HIV”) prevention education to students in grades 9-12, at least once, pursuant to the California Healthy Youth Act (Education Code Section 51930, *et seq.*).

### **Bloodborne Pathogens**

The Charter School shall meet state and federal standards for dealing with bloodborne pathogens and other potentially infectious materials in the work place. The Board shall establish a written infectious control plan designed to protect employees and students from possible infection due to contact with bloodborne viruses, including HIV and hepatitis B virus (“HBV”). Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

### **Drug-, Alcohol-, and Smoke-Free Environment**

The Charter School shall function as a drug-, alcohol-, and smoke-free environment.

### **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 anti-discrimination and harassment policies.

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

### **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 schoolsite employees and all other schoolsite employees who have regular interaction with children.

## Element 7 (Balance of Racial/Ethnic, Special Education, and English Learner Students)

*“The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.” – Ed. Code § 47605(c)(5)(G)*

### Seeking a Diverse Student Population

AIAHS will continue to strive to achieve a balance of racial and ethnic students, special education students, and English Learners, that is reflective of the general population residing within the territorial jurisdiction of the District. As is evident from the data on student demographics above in Element 1, AIAHS’s recruiting methods and message have historically produced a more balanced community of students and families from different socio-economic, linguistic, racial and ethnic groups, as well as a range of prior school experiences. AIAHS will continue to engage in a variety of means and strategies to maintain a socio-economically, racially, and ethnically diverse student population. A description of recruitment strategies is provided in the section below.

### **OUSD vs. AIAHS Student Demographics (2019-2020 CDE Data)**

	Asian	Hispanic or Latino	African American	White (not Hispanic)	Multiple or No Response	Low Income (F/RP Meal Eligible)	EL	Students with Disabilities
AIAHS	0%	91.8%	4.7%	1.2%	1.2%	95.9%	56.7%	7.0%
OUSD	11.8%	47.1%	22.4%	10.3%	6.4%	72.7%	31.3%	12.9%

### **Recruitment**

The primary method for achieving a diverse student population will continue to be recruiting intensively from areas in the proximity of the school, particularly Alameda and Oakland. Outreach efforts include school district open enrollment activities, community meetings, contact with neighborhood groups, and direct personal recruiting. Brochures and other written materials, in various languages as needed, will be distributed.

AIAHS has focused outreach and recruitment efforts in order to attract a student population that is closely reflective of the Seminary neighborhood of East Oakland. We recruit at middle schools in surrounding neighborhoods such as Greenleaf Elementary School and Roots International Academy (no longer open); engage with community organizations and attend community events with local churches and agencies such as St. Bernard’s Church, Acts Full Gospel, Rainbow Recreation Center, and East Oakland Youth Development Center (EOYDC). We maintain contact with the EBALDC (East Bay Asian Local Development Corporation) housing authority for referrals; conduct door-to-door outreach in the Seminary neighborhood; place informational fliers in multiple languages at neighborhood laundromats, churches and the Rainbow Rec Community Center.

Our outreach and recruitment are successful through family and organization recommendations. Many of our families are referred to us by other current families as an option for youth who are in need of additional supports. Counselors at both district and charter high schools, such as Urban Promise Academy, Fremont High School, Castlemont High School, ARISE High School, and Oakland Unity High School refer students to AIAHS as well as through our partners with probation officers with the juvenile justice system, and other youth programs such as East Bay Agency for Children and Youth Alive!

Alternatives in Action also participates in the Oakland Enrolls application and enrollment process.

## **Element 8 (Admissions Policies and Procedures)**

*“Admission policies and procedures, consistent with subdivision (e) [of Education Code section 47605].” – Ed. Code § 47605(c)(5)(H)*

### **Documentation of Admissions and Enrollment Processes**

Upon request, Charter School will notify the District in writing of the application deadline and proposed lottery date. Charter School will ensure that all application materials will reference these dates as well as provide complete information regarding application procedures, key dates, and admissions preferences and requirements consistent with approved charter.

Charter School shall maintain complete and accurate records of its annual admissions and enrollment processes, including but not limited to documentation of implementation of lottery and waitlist criteria and procedures in accordance with the terms of the Charter, and a record of all written communications with parents related to admissions. These records shall be made available to the District upon request.

As indicated in the affirmations included at the beginning of this petition, Charter School shall comply with all requirements related to admissions preferences found in Education Code section 47605(e)(2)(B).

AIAHS will continue to be nonsectarian in its programs, admission policies, employment practices, and all other operations. No tuition will be charged to attend AIAHS. No student will be discriminated against on the basis of any of the characteristics listed in Education Code Section 220.

The Charter School shall admit all pupils who wish to attend the Charter School. No test or assessment shall be administered to students prior to acceptance and enrollment into the Charter School. Admission to AIAHS will not be determined by place of residence of the student or the student’s parent/guardian within the state. The Charter School will comply with all laws establishing minimum and maximum age for public school attendance in charter schools. AIAHS will not enroll any student who is over the age of 19 unless he or she has been continuously enrolled in public school and has been making satisfactory progress towards award of a high school diploma. AIAHS will have discretion to deny enrollment to any student who has been expelled from another charter school or non-charter public school of any district, including Oakland Unified School District. 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.

### **Homeless and Foster Youth**

Charter School shall adhere to the provisions of the McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youths. Charter School shall provide specific information, in its outreach materials, websites, at community meetings, open forums, and regional center meetings, that notifies parents that Charter School is open to enroll and provide services for all students, and provides a contact number for access to additional information regarding enrollment. Charter School shall comply with all applicable provisions of Education Code sections 48850 – 48859 with respect to foster children and homeless youth.

## **Non-Discrimination**

Charter School shall not require a parent/legal guardian/student to provide information regarding a student's disability, gender, gender identity, gender expression, nationality, legal or economic status, primary language or English Learner status, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, or any other information that would violate federal or state law, prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment. Charter School may request, at the time of, and as part of, conducting its lottery process, the provision of information necessary to apply specific admissions preferences set forth in this Charter.

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

As indicated in the affirmations included at the beginning of this petition, pursuant to Education Code section 47605(e)(4)(A), Charter School shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason.

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.

## **Parent Engagement**

Charter School shall not require a parent or legal guardian of a prospective or enrolled student to perform volunteer service hours or attend an orientation event, or make payment of fees or other monies, goods, or services in lieu of performing volunteer service, as a condition of their child's admission, continued enrollment, attendance, or participation in the school's educational activities, or otherwise discriminate against a student in any manner because their parent cannot, has not, or will not provide volunteer service to Charter School.

## **Application**

Interested families submit applications during the publicly advertised application period each year. Parents and students have opportunities to review specific graduation requirements and other unique program features during the application period.



The Charter School's management team will establish the application period each year, which will not be less than ten (10) weeks, and will give reasonable notice to potential applicant families. By December 1 of each year, AIAHS will notify the District in writing of the application deadline and proposed lottery date. AIAHS will ensure that all application materials will reference these dates as well as provide complete information regarding application procedures, key dates, and admissions preferences and requirements consistent with the approved charter.

### **Public Random Drawing (Lottery)**

Applications are accepted during the publicly advertised application period. At the end of the application period, applications will 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 drawing to determine the admission for the impacted grade level, with the exception of existing students, who are guaranteed admission for the following school year.

To promote the goals of the AIAHS program, admission preferences in the case of a lottery will be given to the following students in the order stated below. A student's admission preference will be determined on the date of the scheduled public random drawing.

1. Siblings of students admitted to or attending the Charter School
2. Students who reside in Oakland Unified School District
3. All other applicants

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).

Families will be informed of the date, time, and location of the public random drawing. The Board of Directors will take all necessary efforts to ensure lottery procedures are fairly executed. Lottery spaces are pulled in order of grade level by the designated lottery official (appointed by the Executive Director). Separate lotteries shall be conducted for each grade in which there are fewer vacancies than pupils interested in attending. All lotteries shall take place on the same day in a single location. Lotteries will be conducted in ascending order beginning with the lowest applicable grade level. There is no weighted priority assigned to the preference categories; rather, within each grade level, students will be drawn from pools beginning with applicants who qualify for the first preference category, and shall continue with that preference category until all vacancies within that grade level have been filled. If there are more priority applicants in a category than there are remaining spaces, a public random drawing will be held from among that preference category until available spaces are filled. If all students from the preference category have been selected and there are remaining spaces available in that grade level, students from the second preference category will be drawn in the lottery, and the drawing shall continue until all spaces are filled and preference categories are exhausted in the order provided above.

All applicants who are not admitted will be placed on a waiting list, by grade level, according to their draw in the lottery. Students will be admitted from the waiting list, as spaces become available. This

wait list will allow students the option of enrollment in the case of an opening during the current school year. In no circumstance will a wait list carry over to the following school year.

Spaces of students who are admitted, but do not complete the enrollment process within one month of the lottery, will be released to the waiting list. Spaces that become available between the close of the application period and the start of the following academic year will be assigned in order of the waitlist.

### **Enrollment Procedures**

After admission, students will be required to submit an enrollment packet, which shall include the following:

1. Student enrollment form
2. Proof of Immunization
3. Home Language Survey
4. Completion of Emergency Medical Information Form
5. Proof of minimum age requirements
6. Release of records<sup>1</sup>

### **8.4 Priority Admissions**

~~To promote the goals of the AIAHS program, priority admissions will be given to students who fall within the categories described below, in the order stated below. A student's priority will be determined on the date of the scheduled public random drawing.~~

- ~~1. Currently enrolled students will be exempted from the public random drawing~~
- ~~2. Students of Alameda Unified School District~~
- ~~3. Siblings of enrolled students (Move to 2)~~

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<sup>1</sup> The Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the Charter School before enrollment.

## Element 9 (Independent Financial Audits)

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

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

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

The annual audit will be completed and forwarded to the District, the County Superintendent of Schools, and to the California Department of Education no later than December 15 of each year. The Executive Director, along with the audit committee, if any, will review any audit exceptions or deficiencies and report to the Charter School Board of Directors with recommendations on how to resolve them. The AIA Board of Directors will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel (“EAAP”) in accordance with applicable law.

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

## **Element 10 (Procedures by which Pupils Can Be Suspended or Expelled)**

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

*(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil’s side of the story.*

*(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:*

*(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil’s basic rights.*

*(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.*

*(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil’s parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil’s educational rights holder, and shall inform the pupil, the pupil’s parent or guardian, or the pupil’s educational rights holder of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil’s parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, “involuntarily removed” includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).” – Ed. Code § 47605(c)(5)(J)*

### **Student Due Process Protections**

Charter School’s student discipline procedures, at a minimum, shall comply with federal and state constitutional procedural and substantive due process requirements as follows:

(i) For suspensions of fewer than 10 days, Charter School shall provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil’s side of the story.

(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, Charter School shall provide both of the following:

(I) Timely, written notice of the charges against the pupil and an explanation of the pupil’s basic rights.

(II) A hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and

cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) No pupil shall be involuntarily removed by Charter School for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform him or her of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until Charter School issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).

As indicated in the affirmations included at the beginning of this petition, pursuant to Education Code section 47605(e)(4)(C), Charter School shall not encourage a pupil currently attending the charter school to disenroll from the charter school or transfer to another school for any reason. (Note: This shall not apply to actions taken by Charter School pursuant to legally permissible expulsion procedures.)

### **Required Notifications**

As indicated in the affirmations included at the beginning of this petition, Charter School shall comply with notification requirements included in Education Code section 47605(e)(3) for any pupil who is expelled or leaves Charter School without graduating or completing the school year for any reason, and, upon request, will provide the District with the student's last known contact information.

### **Compliance with OCS Student Discipline Guidelines**

Charter School shall comply with the District's "Disciplinary and Expulsion Documentation Requirements Policy," posted on the Student Discipline page of the OUSD Office of Charter Schools website, whose terms are incorporated by reference as if set forth expressly in this Charter. The purpose of this policy is to outline the notification requirements to families and to the Office of Charter Schools.

### **Philosophy Toward Discipline**

AIAHS prepares youth to be responsible citizens who contribute to their community within the Charter School and beyond, and who develop qualities of caring and self-discipline. The Charter School will work with students and families to provide a safe school environment that provides students with the opportunity for a quality education.

In order to maintain an environment that will prepare students for responsible citizenship, AIAHS board has approved policies and procedures for student discipline that provide students and parents with a clear set of expectations regarding student behavior. The process for addressing violations of the behavioral agreements is consistent with the mission and philosophy of AIAHS, in that it includes youth leadership and considerations of social justice integrated into the instructional program. The student discipline policy reflects AIAHS's commitment to a restorative justice approach as a strategy towards developing community and personal learning and responsibility.

For behavioral issues that do not rise to the level of suspension or expulsion AIAHS implements a democratic peer judicial process. The structure, procedures, and specific role of peer discipline have evolved over time, as determined with student leadership and the school management team. The peer discipline process includes appropriate due process protections. The current peer judicial structure is Youth Court, where students learn about the judicial system and take leadership in their school community. Our restorative justice efforts for the entire school community are lead by our full-time Restorative Justice Coordinator.

Behavior that presents an immediate threat to the safety of school staff, youth, or others will be addressed by on-site staff, acting within their delegated authority to eliminate the threat by taking whatever steps may be necessary and appropriate, including removing the student from the site and/or requesting assistance from local law enforcement.

## **Policy**

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 AIAHS. In creating this policy, Alternatives in Action has reviewed Education Code Section 48900 *et seq.* which describe 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.* AIA 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 or expulsion.

Consistent with this Policy, it may be necessary to suspend or expel a student from regular classroom instruction. This shall serve as AIAHS'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. AIAHS 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 Student 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.

AIAHS administration shall ensure that students and their parents/guardians 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 AIAHS Main 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 AIAHS has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 (“IDEIA”) or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 (“Section 504”) is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. AIAHS will follow all applicable federal and state laws including, but not limited to, the applicable provisions of the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom AIAHS 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 or, if the student is a foster child or youth or a homeless child or youth, the student’s educational rights holder, and shall inform the student, the student’s parent/guardian, or educational rights holder of the basis for which the student is being involuntarily removed and the student’s parent/guardian, or educational rights holder’s right to request a hearing to challenge the involuntary removal. If a student’s parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student’s parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, “involuntarily removed” includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below.

## **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.

### **Enumerated Offenses**

#### **1. Discretionary Suspension Offenses. Students may be suspended when it is determined the student:**

1. Caused, attempted to cause, or threatened to cause physical injury to another person.
2. Willfully used force or violence upon the person of another, except self-defense.

3. 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.
4. 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.
5. Committed or attempted to commit robbery or extortion.
6. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
7. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
8. 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.
9. Committed an obscene act or engaged in habitual profanity or vulgarity.
10. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
11. 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.
12. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
13. 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.
14. 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.
15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.



16. 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.
17. 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.
18. 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 9 to 12, inclusive.
19. Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This section shall apply to students in any of grades 9 to 12, inclusive.
20. 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 9 to 12, inclusive.
21. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

- a) “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 AIAHS.
- b) “Electronic Act” means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
- i. A message, text, sound, 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.

c) 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.

22. A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).

23. 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 Assistant Director or designee’s concurrence.

2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the student:

1. 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 students had obtained written permission to possess the item from a certificated school employee, with the Assistant Director or designee’s concurrence.
2. Brandished a knife at another person.
3. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
4. Committed or attempted to commit a sexual assault or committed a sexual battery 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:

1. Caused, attempted to cause, or threatened to cause physical injury to another person.

2. Willfully used force or violence upon the person of another, except self-defense.
3. 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.
4. 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.
5. Committed or attempted to commit robbery or extortion.
6. Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
7. Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
8. 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.
9. Committed an obscene act or engaged in habitual profanity or vulgarity.
10. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
11. Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
12. 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.
13. 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.
14. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

15. 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.
16. 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.
17. 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 9 to 12, inclusive.
18. 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 9 to 12, inclusive.
19. Intentionally harassed, threatened or intimidated a school personnel or volunteers and/or 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 9 to 12, inclusive.
20. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
- a) “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 AIAHS.
- b) "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.

c) 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.

21. A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).

22. 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 Assistant Director or designee’s concurrence.

4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the student:

1. Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Assistant Director or designee’s concurrence.
2. Brandished a knife at another person.
3. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
4. Committed or attempted to commit a sexual assault or committed a sexual battery 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 fire arm 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.

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.

## Suspension Procedure

Suspensions shall be initiated according to the following procedures:

### A. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Assistant Director or the Assistant Director’s 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 Assistant Director or designee.

The conference may be omitted if the Assistant 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 his or her version and evidence in their defense, in accordance with Education Code Section 47605(c)(5)(J)(i). This conference shall be held within two (2) school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a student for failure of the student’s parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student’s parent/guardian at the conference.



## B. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense(s) committed by the student as well as the date when the student may return to school following the suspension. In addition, the notice may also state the time when the student may return to school. 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.

## C. 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 Assistant Director or Assistant Director's designee, the student and the student's parent/guardian or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the student or the student's parent/guardian, unless the student and the student's parent/guardian fail to attend the conference.

This determination will be made by the Assistant 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.

## D. 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.

## Authority to Expel

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 AIAHS Board of Directors following a hearing before it or by AIAHS 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 and neither a teacher of the student nor a member of AIAHS 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.

## Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Assistant 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 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:

- A. The date and place of the expulsion hearing.
- B. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based.
- C. A copy of AIAHS's disciplinary rules which relate to the alleged violation.
- D. Notification of the student's or parent/guardian's obligation to provide information about the student's status at AIAHS to any other school district or school to which the student seeks enrollment.
- E. 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.
- F. The right to inspect and obtain copies of all documents to be used at the hearing.
- G. The opportunity to confront and question all witnesses who testify at the hearing.

H. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

### **Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses**

AIAHS 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 AIAHS 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.

- A. 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.
- B. AIAHS must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. If one or both of the support persons is also a witness, AIAHS must present evidence that the witness' presence is both desired by the witness and will be helpful to AIAHS. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the

presiding officer from exercising their discretion to remove a person from the hearing whom they believe is prompting, swaying, or influencing the witness.

- H. 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.
- I. 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.
- J. 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 circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

### **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 Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled student, the hearing is held at a public meeting, and the

charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her 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.

The Board of Directors may also determine to suspend the enforcement of the expulsion order for a period of not more than one (1) calendar year from the date of the expulsion hearing and return the student to the student's previous educational program under a probationary status and rehabilitation plan to be determined by the Board. During the period of the suspension of the expulsion order, the student is deemed to be on probationary status. The Board of Directors may revoke the suspension of an expulsion order under this section if the student commits any of the enumerated offenses listed above or violates any of the Charter School's rules and regulations governing student conduct. If the Board revokes the suspension of an expulsion order, the student may be expelled under the terms of the original expulsion order. The Board of Directors shall apply the criteria for suspending the enforcement of the expulsion order equally to all students, including individuals with exceptional needs as defined in Education Code Section 56026. The Board of Directors shall further comply with the provisions set forth under Education Code Section 48917, except as otherwise expressly set forth herein.

### **Written Notice to Expel**

The Assistant 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 AIAHS.

The Assistant 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**

AIAHS shall maintain records of all student suspensions and expulsions at AIAHS. 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 AIAHS as the AIA Board of Directors' decision to expel shall be final.

## **Expelled Students/Alternative Education**

Parents/guardians of pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. AIAHS 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 AIAHS 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 AIAHS 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 Alternatives in Action (AIA) Board of Directors following a meeting with the Assistant Director or designee and the student and student's parent/guardian or representative to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Assistant Director or designee shall make a recommendation to the Board of Directors following the meeting regarding the Assistant 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 out any action taken during closed session consistent with the requirements of the Brown Act. The student's readmission is also contingent upon AIAHS'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.

## Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities

### A. Notification of District/SELPA

AIAHS shall immediately notify the District/SELPA and coordinate the procedures in this policy with the District/SELPA of the discipline of any student with a disability or student who AIAHS or District/SELPA would be deemed to have knowledge that the student had a disability.

### B. 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/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.

### C. 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, AIAHS, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

1. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability, or
2. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If AIAHS, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If AIAHS, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

1. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that AIAHS had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
2. 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
3. Return the child to the placement from which the child was removed, unless the parent/guardian and AIAHS agree to a change of placement as part of the modification of the behavioral intervention plan.

If AIAHS, the parent/guardian, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then AIAHS 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.

#### D. Due Process Appeals

The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or AIAHS believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent/guardian or AIAHS, 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 and AIAHS 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 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.

#### E. 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 Assistant 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:

1. 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;
2. 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
3. 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.

#### F. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

#### G. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEIA and who has violated AIAHS's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if AIAHS had knowledge that the student was disabled before the behavior occurred.

AIAHS shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

1. 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.
2. The parent/guardian has requested an evaluation of the child.
3. 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 AIAHS knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEIA-eligible children with disabilities, including the right to stay-put.

If AIAHS had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. AIAHS shall conduct an expedited evaluation if requested by the parents; however the student shall remain in the education placement determined by AIAHS pending the results of the evaluation.

AIAHS shall not be deemed to have knowledge that the student had a disability if the parent/guardian has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

## **Element 11 (Employee Retirement Systems)**

*“The manner by which staff members of the charter schools will be covered by the State Teachers’ Retirement System, the Public Employees’ Retirement System, or federal social security.” – Ed. Code § 47605(c)(5)(K)*

AIAHS employees are covered for retirement purposes through federal social security and a 403(b) retirement plan that is matched by AIA. In addition, AIA offers all of its eligible employees the opportunity to make unmatched voluntary contributions to the 403(b) retirement plan.

AIA will make all employer contributions as required for federal social security, worker compensation, unemployment, and disability insurance.

## Element 12 (Pupil Attendance Alternatives)

*“The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.” – Ed. Code § 47605(c)(5)(L)*

Pupils who choose not to attend the Charter School may choose to attend other public schools in their district of residence or pursue inter-district transfers in accordance with existing enrollment and transfer policies of the District. Parents or guardians of each pupil enrolled in the Charter School shall be informed that the pupil has no right to admission in a particular school of any local educational agency (LEA) (or program of any LEA) as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the District.

No student will be required to attend AIAHS. ~~Students who choose not to attend AIAHS may attend other district schools in the school district within which they reside or pursue an inter-district transfer in accordance with existing enrollment and transfer policies of their district or county of residence.~~

## Element 13 (Employee Rights of Return)

*“The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school.” – Ed. Code § 47605(c)(5)(M)*

Employees of the District who choose to leave the employment of the District to work at Charter School shall have no automatic rights of return to the District after employment at Charter School unless specifically and explicitly granted by the District through a leave of absence or other agreement or policy of the District as aligned with the collective bargaining agreements of the District. Leave and return rights for District union-represented employees and former employees who accept employment with Charter School, if any, will be administered in accordance with applicable collective bargaining agreements and any applicable judicial rulings.

No person may be required to work 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 the Charter School. Employment by the Charter School provides no rights of employment at any other entity, including any rights in the case of closure of the Charter School.~~AIAHS employees who leave employment with any California public school district or county of education to work at AIAHS shall not have any right to return to employment with their district or county office of education. Employees of AIA do not have the right to employment within any district or county office of education.~~

## **Element 14 (Dispute Resolution)**

*“The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter.” – Ed. Code § 47605(c)(5)(N)*

### **Procedures for Complaints against Charter School**

Charter School will establish complaint procedures that address both complaints against the Charter School alleging discrimination or violations of law and complaints regarding other areas. Charter School will not, at any time, refer such complaints to the District for handling.

The complaint procedures will include the clear information with respect to the response timeline of the school, whether the school’s response will be in writing, the party identified to respond to complaints, the party identified and charged with making final decisions regarding complaints, and whether the final decision will be issued in writing. The procedures will also identify an impartial and neutral ombudsperson for situations in which the school leader is the subject person of the complaint or the ombudsperson has a perceived bias. If the complainant requests an alternate ombudsperson, Charter School shall have a procedure for reviewing the request and responding to the complainant with the findings of the review, and either (a) identifying an alternate ombudsperson, or (b) providing a rationale for why an alternate ombudsperson is not necessary. The complaint procedures will be clearly articulated in the school’s student and family handbook or distributed widely.

Charter School will designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under Title IX of the Education Amendments of 1972 (Title IX) and Section 504 of the Rehabilitation Act of 1973 (Section 504) including any investigation of any complaint filed with Charter School alleging its noncompliance with these laws or alleging any actions which would be prohibited by these laws. Charter School will notify all its students and employees of the name, office address, and telephone number of the designated employee or employees.

Charter School shall comply with the requirements of Education Code section 221.61 with respect to posting information regarding the filing complaints under Title IX, including but not limited to the following: 1) the name and contact information of the Title IX coordinator; 2) the rights of the pupil and the public and the responsibilities of the Charter School under Title IX; 3) a description of how to file a complaint under Title IX, including an explanation of the statute of limitations, how the complaint will be investigated and how the complainant may further pursue the complaint; and a link to the United States Department of Education Office for Civil rights complaint form.

Charter School will implement specific and continuing steps to notify applicants for admission and employment, students and parents of elementary and secondary school students, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with the recipient, that it does not discriminate on the basis of sex or mental or physical disability in the educational program or activity which it operates, and that it is required by Title IX and Section 504 not to discriminate in such a manner.

### **Complaints by Students and Employees**

Charter School will adopt and publish grievance procedures providing for prompt and equitable resolution of student and employee complaints alleging any action, which would be prohibited by Title IX, or Section 504.

The Charter School also maintains a Uniform Complaint Policy and Procedures as required by state law. Parents, students, Board members, volunteers, and staff at the Charter School shall be provided with a copy of the Charter School's policies and internal dispute resolution process.

### **Disputes between the District and the Charter School**

The staff and Governing Board members of Charter School agree to attempt to resolve all disputes between the District and Charter School regarding this charter pursuant to the terms of this section. Both will refrain from public commentary regarding any disputes until the matter has progressed through the dispute resolution process.

Any controversy or claim arising out of or relating to the charter agreement between the District and Charter School, except any controversy or claim that in any way related to revocation of this charter, shall be handled first through an informal process in accordance with the procedures set forth below.

(1) Any controversy or claim arising out of or relating to the Charter, except any controversy or claim that in any way related to revocation of the Charter, must be put in writing ("Written Notification") by the party asserting the existence of such dispute. If the substance of a dispute is a matter that could result in the taking of appropriate action, including, but not limited to, revocation of the charter in accordance with Education Code section 47607(f), the matter will be addressed at the District's discretion in accordance with that provision of law and any regulations pertaining thereto. The Written Notification must identify the nature of the dispute and all supporting facts known to the party giving the Written Notification. The Written Notification may be tendered by personal delivery, mail, or electronic mail. The Written Notification, and all subsequent notifications under this procedure, shall be deemed received (a) if personally delivered, or sent by electronic mail, upon date of delivery to the address of the person to receive such notice if received by the District by 5:00 PM; (b) if by mail, two (2) business days after deposit in the U.S. Mail. All written notices shall be addressed as follows:

To Alternatives in Action, c/o Executive Director:  
6221 E. 17<sup>th</sup> Street  
Oakland, California 94621

To Director, Office of Charter Schools:  
1000 Broadway, 3rd Floor, Suite 300  
Oakland, CA 94607

(2) A written response ("Written Response") shall be tendered to the party providing the Written Notification within twenty (20) business days from the date of receipt of the Written Notification. The Written Response shall state the responding party's position on all issues stated in the Written Notification and set forth all facts which the responding party believes supports its position. The Written Response may be tendered by personal delivery, mail, or electronic mail.

The parties agree to schedule a conference to discuss the claim or controversy (“Issue Conference”). The Issue Conference shall take place within fifteen (15) business days from the date the Written Response is received by the other party.

(3) If the controversy, claim, or dispute is not resolved by mutual agreement at the Issue Conference, then either party may request that the matter be resolved by mediation. Each party shall bear its own costs and expenses associated with the mediation. The mediator’s fees and the administrative fees of the mediation shall be shared equally among the parties. Mediation proceedings shall commence within 60 calendar days from the date of the Issue Conference. The parties shall mutually agree upon the selection of a mediator to resolve the controversy or claim at dispute. If no agreement on a mediator is reached within 30 days after a request to mediate, the parties will use the processes and procedures of the American Arbitration Association (“AAA”) to have an arbitrator appointed.

(4) If the mediation is not successful, the parties agree that each party has exhausted its administrative remedies and shall have any such recourse available by law.

~~AUSD may inspect or observe any part of the school at any time, but shall provide reasonable notice to the AIAHS Director prior to any observation or inspection unless such notice would prevent the performance of reasonable oversight functions. AUSD shall endeavor to provide such notice at least three working days prior to the inspection or observation unless the AIAHS Director or Executive Director agree otherwise. Inspection, observation, monitoring, and oversight activities may not be assigned or subcontracted to a third party by AUSD without the mutual consent of the AIAHS Governing Board Committee. AIA will submit financial reports to AUSD and the county superintendent of schools in accordance with the timelines stated in charter school law (Ed Code Section 47604.33(a)). AIA will submit quarterly fiscal reports in accordance with the timelines stated in charter school law. AIAHS and AUSD will jointly develop a timeline of other required ongoing monitoring documents, including deadlines of when the documents will be submitted, when reviewed, when feedback will be given to AIAHS, and by when corrective action will occur. AIAHS will be given reasonable time to take appropriate corrective action, unless the alleged violation presents an immediate threat to health or safety.~~

#### ~~14.1 Resolution of Disputes – AUSD and AIA~~

~~AIA and AIAHS agree to attempt to resolve any disputes with AUSD regarding this charter pursuant to the terms of this section. Parties will direct their Board members, employees, and agents to refrain from public commentary regarding any disputes until the matter has progressed through the Issue Conference phase of the dispute resolution process, as described below.~~

~~Any controversy or claim arising out of or relating to the charter agreement between the District and AIAHS, except any controversy or claim that is in any way related to revocation of this charter, shall be handled first through an informal process in accordance with the procedures set forth below. Any controversy or claim related to revocation of the charter shall be governed by the revocation procedures described elsewhere in this charter and in applicable law.~~

~~(1) Any controversy or claim, arising out of or relating to the charter agreement, must be put in writing (“Written Notification”) by the party asserting the existence of such dispute. The Written Notification~~



~~must identify the nature of the dispute and all supporting facts known to the party giving the Written Notification. The Written Notification may be tendered by personal delivery, by facsimile, or by certified mail. The Written Notification shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 PM or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the US. Mail. All written notices shall be addressed as follows:~~

~~To Alternatives in Action  
Executive Director:  
6221 E. 17th Street.  
Oakland, California 94621~~

~~To Director of Educational Options:  
Alameda Unified School District  
2200 Central Ave, Room 206  
Alameda, California 94501~~

~~(2) A written response ("Written Response") shall be tendered to the party providing the Written Notification within twenty (20) business days from the date of receipt of the Written Notification. The Written Response shall state the responding party's position on all issues stated in the Written Notification, and shall set forth all facts which the responding party believes supports its position. The Written Response may be tendered by personal delivery, by facsimile, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the US Mail. The parties agree to schedule a conference to discuss the claim or controversy ("Issue Conference"). The Issue Conference shall take place within fifteen (15) business days from the date the Written Response is received by the other party.~~

~~(3) If the controversy, claim, or dispute is not resolved by mutual agreement at the Issue Conference, then either party may request that the matter be resolved by mediation. Each party shall bear its own costs and expenses associated with the mediation. The mediator's fees and the administrative fees of the mediation shall be shared equally among the parties. Mediation proceedings shall commence within 60 days from the date of the Issue Conference. The parties shall mutually agree upon the selection of a mediator to resolve the controversy or claim at dispute. If no agreement on a mediator is reached within 30 days after a request to mediate, the parties will use the processes and procedures of the American Arbitration Association ("AAA") to have an arbitrator appointed.~~

~~If the mediation is not successful, the parties agree that each party has exhausted its administrative remedies and shall have any such recourse available by law.~~

## **14.2 Resolution of Disputes—Other**

~~AIAHS has established complaint procedures that address both complaints alleging discrimination or violations of law, and complaints regarding other areas. In all cases, AIAHS will seek a mutually satisfactory resolution, employing a process that includes: defining the problem, identifying interests, gathering facts and evaluation options for resolution. Complaints will be addressed first at the source of the problem and referred to the appropriate level of school management. Disputes that cannot be resolved informally will be addressed as provided by AIAHS's adopted complaint policy, which is consistent with California's Uniform Complaint Procedure (California Code of Regulations, Title 5, Sections 4600—4671). AIAHS will not, at any time, refer complaints to the District unless such complaints pertain to actions of the District, its agents or employees.~~

~~The complaint procedures include clear information with respect to the response timeline of the school, whether the school's response will be in writing, the party identified to respond to complaints, the party identified and charged with making final decisions regarding complaints, and whether the final decision will be issued in writing. The procedures also identify an ombudsperson for situations in which the school leader is the subject of the complaint. The complaint procedures are articulated in the school's student and family handbook and distributed widely.~~

~~AIAHS will designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under Title IX of the Education Amendments of 1972 (Title IX) and Section 504 of the Rehabilitation Act of 1973 (Section 504) including any investigation of any complaint filed with AIAHS alleging its noncompliance with these laws or alleging any actions which would be prohibited by these laws. AIAHS will notify all its students and employees of the name, office address, and telephone number of the designated employee or employees.~~

~~AIAHS has adopted and published grievance procedures providing for prompt and equitable resolution of student and employee complaints alleging any action, which would be prohibited by Title IX, or Section 504.~~

~~AIAHS has implemented specific and continuing steps to notify applicants for admission and employment, students and parents of students, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with the recipient, that it does not discriminate on the basis of sex or mental or physical disability in the educational program or activity which it operates, and that it is required by Title IX and Section 504 not to discriminate in such a manner.~~

### **14.3 Revocation**

~~The District may revoke the charter of AIAHS in accordance with Education Code Section 47607, any successor provisions to Section 47607, or other statutory provisions, if enacted and applicable after the date of the charter, regarding the revocation of charters.~~

~~AIA and AUSD agree to act in good faith to communicate any violation that may result in the revocation of the charter and to provide a reasonable opportunity to cure such a violation. Before instituting any proceeding for revocation of the charter, AUSD agrees to engage in the dispute resolution process described in this charter, unless the alleged violation constitutes a severe and imminent threat to the~~

~~health or safety of the students or staff. Any proceeding for revocation will conform to then-applicable laws and procedures, including requirements of administrative due process.~~

## **Element 15 (Closure Procedures)**

*“The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.”*

*– Ed. Code § 47605(c)(5)(O)*

### **Closure Action**

The decision to close Charter School must be documented in a “Closure Action.” A Closure Action shall be deemed to have been automatically taken when any of the following occur: the Charter is revoked (subject to the provisions of Education Code section 47607(h)) or non-renewed by the OUSD Board of Education, and the Charter has exhausted any appeals procedures the Charter pursued; the governing board of Charter School votes to close Charter School; the Charter lapses or is surrendered; or the Charter School ceases to serve students for at least six consecutive months.

### **Closure Procedures**

The procedures for charter school closure set forth below are guided by Education Code sections 47604.32, 47605, and 47607 as well as California Code of Regulations, title 5, sections 11962 and 11962.1, and are based on “Charter School Closure - Requirements and Recommendations” posted on the California Department of Education website. All references to “Charter School” apply to Charter School, including its nonprofit corporation and governing board.

### **Designation of Responsible Person(s) and Funding of Closure**

Prior to or at the time of the taking of a Closure Action by either the governing board of Charter School or the OUSD Board of Education, the governing board of Charter School shall designate a person or persons responsible for conducting and overseeing all closure-related procedures and activities, and allocate sufficient funding for, or otherwise determine how Charter School will fund, these activities.

### **Notification of Closure Action**

Upon the taking of a Closure Action, Charter School shall send written notice of its closure to:

1. The OUSD Office of Charter Schools (OCS). Charter School shall provide OCS with written notice of (1) the person(s) designated to be responsible for conducting and overseeing all closure activities, and (2) the funding for such activities. If the Closure Action is an act of Charter School, Charter School shall provide the OCS with a copy of the governing board resolution or minutes that documents its Closure Action.
2. Parents/guardians of all students, and all majority age and emancipated minor students, currently enrolled in Charter School within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written parent notification to OCS.
3. Alameda County Office of Education (ACOE). Charter School shall send written notification of the Closure Action to ACOE by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to OCS.

4. The Special Education Local Plan Area (SELPA) in which Charter School participates. Charter School shall send written notification of the Closure Action to the SELPA in which Charter School participates by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to OCS.
5. The retirement systems in which Charter School's employees participate. Within fourteen (14) calendar days of the Closure Action, Charter School shall notify, as applicable, the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), the Social Security Administration, and ACOE of the Closure Action, and follow their respective procedures for dissolving contracts and reporting. Charter School shall provide a copy of this notification and correspondence to OCS.
6. The California Department of Education (CDE). Charter School shall send written notification of the Closure Action to the CDE by registered mail within 72 hours of the Closure Action. Charter School shall provide a copy of this notification to OCS.
7. Any school district that may be responsible for providing education services to the former students of Charter School. Charter School shall send written notification of the Closure Action within 72 hours of the Closure Action. This notice must include a list of potentially returning students and their home schools based on student residence. Charter School shall provide a copy of these notifications, if any, to OCS.
8. All Charter School employees and vendors within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written employee and vendor notification to OCS.

Notification of all the parties above, with the exception of employees and vendors, must include but is not limited to the following information:

1. The effective date of the closure of Charter School
2. The name(s) and contact information for the person(s) handling inquiries regarding the closure
3. The students' school districts of residence
4. How parents/guardians of all students, and all majority age and emancipated minor students, may obtain copies of student records and transcripts, including specific information on completed courses and credits that meet graduation requirements

In addition to the four required items above, notification of the CDE shall also include:

1. A description of the circumstances of the closure
2. The location of student and personnel records

In addition to the four required items above, notification of parents/guardians of all students, and all majority age and emancipated minor students, shall also include:

1. Information on how to enroll or transfer the student to an appropriate school
2. A certified packet of student information that includes closure notice, a copy of the student's cumulative record, which will include grade reports, discipline records, immunization records, completed coursework, credits that meet graduation requirements, a transcript, and state testing results
3. Information on student completion of college entrance requirements, for all high school students affected by the closure

Notification of employees and vendors shall include:

1. The effective date of the closure of Charter School
2. The name(s) and contact information for the person(s) handling inquiries regarding the closure
3. The date and manner, which shall be no later than 30 days from the effective date of the closure of Charter School, by which Charter School shall provide employees with written verification of employment

Within 30 calendar days of the effective date of closure, Charter School shall provide all employees with written verification of employment. Charter School shall send copies of all such employee verification letters to OCS.

#### Records Retention and Transfer

Charter School shall comply with all applicable laws as well as District policies and procedures, as they may change from time to time, regarding the transfer and maintenance of Charter School records, including student records. These requirements include:

1. Charter School shall provide the District with original student cumulative files and behavior records, pursuant to District policy and applicable District handbook(s) regarding cumulative records for secondary and elementary schools, for all students, both active and inactive, of Charter School. Transfer of the complete and organized original student records to the District, in accordance with District procedures applicable at the time of closure, shall occur within seven (7) calendar days of the effective date of closure.
2. Charter School's process for transferring student records to receiving schools shall be in accordance with OUSD procedures for students moving from one school to another.
3. Charter School shall prepare and provide an electronic master list of all students to OCS in accordance with the District procedures applicable at the time of closure. This list shall include the student's identification number, Statewide Student Identifier (SSID), birthdate, grade, full name, address, home school/school district, enrollment date, exit code, exit date, parent/guardian name(s), and phone number(s). If the Charter School closure occurs before the end of the school year, the list also shall indicate the name of the school to which each student is transferring, if known. This electronic master list shall be submitted to OCS in accordance with District procedures.

4. Charter School must organize the original cumulative files for delivery to the District in two categories: active students and inactive students. Charter School will coordinate with OCS for the delivery of student records.
5. Charter School must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.
6. Charter School must provide to OCS the name, title, and contact information of the person designated to maintain all Charter School personnel records after the closure. Personnel records to be transferred to and maintained by the designee must include any and all employee records, including but not limited to, records related to performance and grievance. Charter School must provide to OCS and the designee a spreadsheet of personnel records of all active and inactive employees, that includes dates of employment, role, salary, and any other information necessary for employment verification. Both Charter School and the designee, individually and separately, shall inform OCS immediately upon the transfer of Charter School's employee records to the designee.
7. Charter School shall ensure that all records are boxed and clearly labeled by classification of documents and the required duration of storage in accordance with District procedures.
8. Charter School shall provide to the responsible person(s) designated by the governing board of Charter School to conduct all closure-related activities a list of students in each grade level and, for each student, a list of classes completed and the student's district of residence.

#### Financial Close-Out

After receiving notification of closure, the CDE may notify Charter School and the authorizing entity of any liabilities Charter School owes the state, which may include overpayment of Local Control Funding Formula and select apportionments, start up grants, or other liabilities. The CDE may ask the County Office of Education to conduct an audit of the charter school if it has reason to believe that the school received state funding for which it was not eligible.

Charter School shall ensure completion of an independent final "closeout audit" within six months after the closure of Charter School that includes:

1. An accounting of all financial assets. These may include cash and accounts receivable and an inventory of property, equipment, and other items of material value.
2. An accounting of all liabilities. These may include accounts payable or reduction in apportionments due to loans, unpaid staff compensation, audit findings, or other investigations.
3. An assessment of the disposition of any restricted funds received by or due to Charter School.

This audit may serve as Charter School's annual audit, if so permitted by the California Department of Education, California State Controller, and/or the State Superintendent of Public Instruction.

Charter School shall pay for the financial closeout audit of Charter School. This audit will be conducted by a neutral, independent licensed CPA who will employ generally accepted accounting principles. Any

liability or debt incurred by Charter School will be the responsibility of Charter School and not OUSD. Charter School understands and acknowledges that Charter School will cover the outstanding debts or liabilities of Charter School. Any unused monies at the time of the audit will be returned to the appropriate funding source. Charter School understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused AB 602 funds or other special education funding will be returned to the District SELPA or the SELPA in which Charter School participates, and other categorical funds will be returned to the source of funds.

Charter School shall ensure the completion and filing of any annual reports required. These reports include but are not necessarily limited to:

1. Preliminary budget
2. Local control and accountability plan and annual updates
3. Interim financial reports
4. Second interim financial reports
5. Final unaudited reports

These reports must be submitted to the CDE and the authorizing entity in the form required. If Charter School chooses to submit this information before the forms and software are available for the fiscal year, alternative forms can be used if they are approved in advance by the CDE. These reports should be submitted as soon as possible after the Closure Action, but no later than the required deadline for reporting for the fiscal year.

For apportionment of categorical programs, the CDE will count the prior year average daily attendance (ADA) or enrollment data of the closed Charter School with the data of the authorizing entity. This practice will occur in the first year after the closure and will continue until CDE data collection processes reflect ADA or enrollment adjustments for all affected LEAs due to the charter closure.

#### Disposition of Liabilities and Assets

The closeout audit must identify the disposition of all liabilities of Charter School. Charter School closure procedures must also ensure appropriate disposal, in accordance with the Charter School's governing board bylaws, fiscal procedures, and any other applicable laws and regulations, of any net assets remaining after all liabilities of Charter School have been paid or otherwise addressed. Such disposal includes, but is not limited to:

1. Charter School, at its cost and expense, shall return to the District any and all property, furniture, equipment, supplies, and other assets provided to Charter School by or on behalf of the District. The District discloses that the California Education Code sets forth the requirements for the disposition of the District's personal property and Charter School shall bear responsibility and liability for any disposition in violation of statutory requirements.
2. The return of any donated materials and property in accordance with any terms and conditions set when the donations were accepted.
3. The return of any grant and restricted categorical funds to their sources according to the terms of the grant or state and federal law.



4. The submission of final expenditure reports for any entitlement grants and the filing of Final Expenditure Reports and Final Performance Reports, as appropriate.

If Charter School is operated by a nonprofit corporation, and if the corporation does not have any functions other than operation of Charter School, the corporation shall be dissolved according to its bylaws.

Charter School shall retain sufficient staff, as deemed appropriate by the Charter School governing board to complete all necessary tasks and procedures required to close the school and transfer records in accordance with these closure procedures.

Charter School's governing board shall adopt a plan for closure of Charter School and, if necessary, the corporation, in accordance with the requirements of the Corporations Code.

Charter School shall provide OUSD within fourteen (14) calendar days of the Closure Action with written notice of any outstanding payments due to staff and the time frame and method by which Charter School will make the payments.

Prior to final close-out, Charter School shall complete all actions required by applicable law, including but not limited to the following:

1. File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.
2. Make final federal tax payments (employee taxes, etc.)
3. Complete and submit all required federal and state filings and notices to the State of California, the Internal Revenue Service, and the Department of the Treasury, including, but not limited to, final tax returns and forms (e.g. Form 990 and related Schedules).

This Element 15 shall survive the revocation, nonrenewal, expiration, termination, cancellation of this Charter, or any other act or event that would end Charter School's authorization to operate as a charter school or cause Charter School to cease operation. Charter School agrees that, due to the nature of the property and activities that are the subject of this Charter, the District and public shall suffer irreparable harm should Charter School breach any obligation under this Element 15. The District therefore reserves the right to seek equitable relief to enforce any right arising under this Element 15 or any provision of this Element 15 or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

The Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

~~The following closing procedures should the school close for any reason. The decision to close AIAHS either by the Alternatives in Action Board of Directors or by the AUSD Board will be documented in a~~

closure action. The closure action shall be deemed to have been automatically made when any of the following occurs: the charter is revoked or not renewed by the AUSD Board of Education; the charter school Board votes to close the school; or the charter lapses. In the event of such a closure action, the following steps are to be implemented:

- ~~Closure of the school will be documented by official action of the Alternatives in Action 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.~~
- ~~The Alternatives in Action Board of Directors will promptly notify parents and students of the Charter School, the District, the County Office of Education, the School's SELPA, the retirement systems in which the School's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and 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. Written notification to parents/guardians/caregivers of the enrolled students of the AIAHS will be issued by AIAHS within 72 hours after the determination of a closure action. A sample copy of the language used in the written notification is also to be made to AUSD within the same time frame.~~

~~The written notification will also include information on assistance in transferring each student to another appropriate school, and a process for the transfer of all student records.~~

~~Parents/guardians will also be provided with student information that includes closure notice, grade reports, discipline records, immunization records, completed coursework, and credits that meet graduation requirements.~~

- ~~The process for transferring student records to the receiving schools shall be in accordance with AUSD procedures for students moving from one school to another.~~
- ~~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.~~
- ~~Written notification to AUSD of the list of returning students and their home schools, to be made within 72 hours of the determination of the closure action.~~
- ~~Transfer of student records to the receiving schools, within seven calendar days from the determination of an action to close when parents notify AIAHS of the receiving school. Records of students who have not notified AIAHS in writing of a receiving school will be sent to the student's school of residence.~~
- ~~All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g. AIAHS will ask the District to store original records of the AIAHS students. All records of the AIAHS shall be transferred to the District upon closure if the~~

District agrees. If the District will not or cannot store the records, AIAHS shall work with the County Office of Education to determine a suitable alternative location for storage.

- ~~All state assessment results, special education records, and personnel records will be transferred and maintained in accordance with applicable law.~~
- ~~Written notification to the California Department of Education and the Alameda County Office of Education of the closure action shall be made by the AIAHS by registered mail within 72 hours of the decision to Closure Action.~~
- ~~The AIAHS shall allow AUSD access, inspection and copying of all school records, including financial and attendance records, upon written request by AUSD.~~
- ~~A financial closeout audit of the school will be paid for by AIAHS to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets. The final independent audit shall be completed within six months after the closure of the school. This audit will be conducted by a neutral, independent licensed CPA who will employ generally accepted accounting principles. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable, and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to the charter school.~~

~~Any liability or debt incurred by AIAHS will be the responsibility of AIA and not AUSD. AIA understands and acknowledges that they will cover the outstanding debts or liabilities of AIAHS Charter School. On closure of the school, all assets of the school, including, but not limited to, all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending the school, remain the sole property of Alternatives in Action and shall be distributed in accordance with the Articles of Incorporation upon the dissolution of the nonprofit public benefit corporation. Any assets acquired from the District or District property will be promptly returned upon closure to the District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.~~

~~As AIAHS is operated by a non-profit public benefit corporation, should the corporation dissolve with the closure of AIAHS, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a nonprofit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.~~

~~As specified by the Budget, AIAHS will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.~~

~~AIA understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused AB 602 funds will be returned to the District SELPA, and other categorical funds will be returned to the source of funds.~~

~~For six calendar months from the closure action or until budget allows, whichever comes first, sufficient staff as deemed appropriate by AIA will maintain employment to take care of all necessary tasks and procedures required for a smooth closing of the school and student transfers.~~

~~The Alternatives in Action Board shall adopt a plan for closure of the school and, if necessary, the corporation, in accordance with the requirements of the Corporations Code.~~

~~In addition to a final audit, Alternatives in Action will also submit any required year-end financial reports to the California Department of Education and AUSD, in the form and time frame required.~~

~~This element shall survive the revocation, expiration, termination, or cancellation of this charter or any other act or event that would end AIAHS's right to operate as a charter school or cause AIAHS to cease operation. AIAHS and District agree that, due to the nature of the property and activities that are the subject of this petition, the District and public shall suffer irreparable harm should charter school breach any obligation under this Element 16. The District, therefore, shall have the right to seek equitable relief to enforce any right arising under this Element 16 or any provision of this Element 16 or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.~~

## **ADDITIONAL PROVISIONS**

### **Facilities**

Prior to occupancy or use of any school site or facility, Charter School shall provide OCS with a current Certificate of Occupancy or equivalent document issued by the applicable permitting agency that allows Charter School to use and occupy the site as a charter school. Prior to occupancy or use of any school site or facility, Charter School shall provide documentation to OCS that the facility complies with all applicable building codes, standards and regulations adopted by the city and/or county agencies responsible for building and safety standards for the city in which Charter School is to be located. This requirement shall also apply, upon request by the District, to the construction, reconstruction, alteration of or addition to the facility. Charter School shall resolve in a timely manner any and all corrective actions, orders to comply, or notices issued by the authorized building and safety agency or the District. Charter School cannot exempt itself from applicable building and zoning codes, ordinances, and ADA/Section 504 requirements. Charter School shall maintain on file readily accessible records that document facilities compliance and provide such documentation to OCS upon request.

**Pest Management:** Charter School shall comply with the Healthy Schools Act, Education Code section 17608, which details pest management requirements for schools.

**Asbestos Management:** Charter School shall comply with the asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40 C.F.R. part 763. AHERA requires that any building leased or acquired that is to be used as a school or administrative building shall maintain an asbestos management plan.

### **Hold Harmless/Indemnification Provision**

Charter School, through this Charter agrees to defend, indemnify, and hold harmless OUSD, its officers, directors, agents, representatives, employees, attorneys, volunteers, successors and assigns (collectively hereinafter “District” and “District Personnel”) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities including but not limited to attorneys’ fees that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, Charter School’s performance under this Agreement or the Charter, the condition or use of its facilities, or any acts, errors, negligence, omissions or intentional acts by Charter School, its Governing Board, administrators, employees, agents, representatives, volunteers, successors and assigns. Moreover, Charter School agrees to indemnify, defend, and hold harmless OUSD and the OUSD Board of Education and their members, officers, directors, agents, representatives, employees and volunteers, for any contractual liability resulting from third party contracts with Charter School’s vendors, contractors, partners or sponsors.

### **Fiscal Matters**

#### **District Oversight Costs**

The District may charge for the actual costs of supervisorial oversight of Charter School not to exceed 1% of the Charter School’s revenue, or the District may charge for the actual costs of supervisorial oversight

of Charter School not to exceed 3% if Charter School is able to obtain substantially rent free facilities from the District. Notwithstanding the foregoing, the District may charge the maximum supervisory oversight fee allowed under the law as it may change from time to time. The oversight fee provided herein is separate and distinct from the charges arising under charter school facilities use agreements.

### Third Party Contracts

Charter School shall ensure that all third party contracts, whether oral or written, for supplies, equipment, goods and/or services, for the direct or indirect benefit of, or otherwise related to the operation of Charter School, require compliance with and otherwise conform to all applicable local, state, and federal policies, regulations, laws, and guidelines, including, but not limited to, licensing and permit requirements as well as requirements related to protection of health and safety. Charter School shall notify all parties with whom it enters into a contract that the District is a separately legal entity and is not responsible for performing any of the Charter School's obligations under the contract, including payment for services.

### Special Education Revenue Adjustment/Payment for Services

In the event that Charter School owes funds to the District for the provision of agreed upon or fee for service or special education services or as a result of the State's adjustment to allocation of special education revenues from Charter School, Charter School authorizes the District to deduct any and all of the in lieu property taxes that Charter School otherwise would be eligible to receive under section 47635 of the Education Code to cover such owed amounts. Charter School further understands and agrees that the District shall make appropriate deductions from the in lieu property tax amounts otherwise owed to Charter School. Should this revenue stream be insufficient in any fiscal year to cover any such costs, Charter School agrees that it will reimburse the District for the additional costs within forty-five (45) business days of being notified of the amounts owed.

### Audit and Inspection of Records

The District hereby reserves the right, pursuant to its oversight responsibility, to audit Charter School's books, records, data, processes and procedures through the Office of Charter Schools, or in coordination with FCMAT, or in coordination with a mutually agreed upon third party. The audit may include, but is not limited to, the following areas:

- Compliance with terms and conditions prescribed in the Charter,
- Internal controls, both financial and operational in nature,
- The accuracy, recording and/or reporting of school financial information,
- Charter School's debt structure,
- Governance policies, procedures and history,
- The recording and reporting of attendance data,
- Charter School's enrollment process, suspension and expulsion procedures, and parent involvement practices,
- Compliance with safety plans and procedures, and
- Compliance with applicable grant requirements.

Charter School shall cooperate fully with such audits and shall make available any and all records necessary for the performance of the audit upon 30 business days notice to Charter School. In extreme circumstances when 30 business days notice may defeat the purpose of the audit, the District may conduct the audit upon 24 hours notice.

In addition, if an allegation of waste, fraud, or abuse of power related to Charter School operations is received by the District, Charter School shall be expected to cooperate with any investigation undertaken by the Office of Charter Schools.

### **Data and Information Reporting**

Charter School shall provide the following data elements to OCS, according to a data reporting calendar that will be published by OCS prior to September 1 of each school year:

- Fall Census Day enrollment spreadsheet
- Reports required by Education Code section 47604.33:
  - Preliminary budget
  - Local control and accountability plan
  - First interim financial report
  - Second interim financial report
  - Final unaudited report
- Other audit-related, attendance, and/or enrollment information and reports:
  - Annual independent audit report (Ed. Code § 47605(m))
  - Independent Auditor Selection Form (Ed. Code § 41020(f)(1))
  - 20 day attendance report (Ed. Code § 47652(a))
  - Monthly attendance reports
  - Monthly student exit reports (Ed. Code § 47605(e)(3))
- Information/documentation related to Charter School's facilities, SELPA, student/family handbook, and governing board (including membership, bylaws, and specified policies),

Additionally, Charter School shall notify OCS in writing in a timely manner of changes to leadership at the Charter School, the Charter Management Organization, and the governing board.

### **Term of the Charter**

The AIAHS charter term will begin July 1, 2016 and end on June 30, 2021.

### **17.2 Severability**

~~The terms of this charter contract 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 Alameda Unified School District and AIA Board of Directors. The district and school agree to meet to discuss and resolve any issues or differences relating to invalidating provisions in a timely, good faith fashion.~~

### **17.3 Special Education**

~~Alternatives in Action pledges to work in cooperation with AUSD and all local education agencies (“LEAs”) to ensure that students with exceptional needs are served. Services and outreach will be conducted in accord with applicable laws to ensure that appropriate services are provided for exceptional needs students in compliance with the California Master Plan for Special Education and any applicable federal law.~~

~~Nothing in this section, however, shall be deemed to prevent the charter school from seeking LEA status pursuant to Education Code Section 47641(a) or from contracting with a third party to provide special education services.~~

~~AIAHS recognizes the need to identify and evaluate students with disabilities in order to provide them with a free, appropriate, public education (FAPE).~~

## **Facilities**

*Governing Law: The facilities to be utilized 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).*

AIAHS is located at 6221 E.17<sup>th</sup> Street, Oakland, CA 94621, a private facility leased by AIA for use by AIAHS.

## **Administrative Services**

*Governing Law: The manner in which administrative services of the charter school are to be provided. Education Code Section 47605(h).*

The Charter School will provide or procure its own administrative services including, but not limited to, financial management, accounts payable/receivable, payroll, human resources, and instructional program development either through its own staff or through an appropriately qualified third-party contractor.

## **Potential Civil Liability Effects**

*Governing Law: Potential civil liability effects, if any, upon the charter school and upon the school district. Education Code Section 47605(h).*

The Charter School is operated as a California nonprofit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(d), an authority that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the charter



school if the authority has complied with all oversight responsibilities required by law. The Charter School shall work diligently to assist the District in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other District-requested protocol to ensure the District shall not be liable for the operation of the Charter School.

The corporate bylaws of the Charter School shall provide for indemnification of the Charter School's Board, officers, agents, and employees, and the Charter School will purchase general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

Insurance amounts shall be determined by recommendation of the District and the Charter School's insurance company for schools of similar size, location, and student population. The District shall be named an additional insured on the general liability insurance of the Charter School.

The Charter School Board shall institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

### **Budgets**

Governing Law: 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).

Attached in the Appendices please find the following documents:

- Budget narrative
- A projected budget
- Financial projections and cash flow for three years of operation

These documents are based upon the best data available to the petitioners at this time. AIAHS is located at 6221 E.17<sup>th</sup> Street, Oakland, Ca 94621, a private facility leased by AIA for use by AIAHS.

### **17.5 Administrative Services**

The district may charge for the actual costs of supervisorial oversight of AIAHS not to exceed 1 percent of the charter school's revenue.

In addition, AIA may seek to purchase services from AUSD, beyond the 1 percent fee for supervision and oversight, as allowed by Education Code §47613 (d). The scope of any services to be provided and the fees to be charged will be addressed in an operating agreement between AIA and AUSD.

### **17.6 Potential Civil Liability Effects**

AIA is a nonprofit public benefit corporation, thereby protecting AUSD from potential liability for acts of the Charter School. The charter petition includes procedures to facilitate AUSD oversight. Additional

oversight provisions and measures to reduce the risk of liability claims will be included in the annual operating agreement between AIA and AUSD.

### **17.7 Financial Impact on District**

AIA is not requesting any funding from AUSD for AIAHS beyond that provided by law, nor does it expect any services to be provided by AUSD to AIAHS without fair compensation. The potential financial effects are limited to the possible loss of net revenue from enrollment of AUSD students at AIAHS. The net impact of such enrollment on AUSD's budget is difficult to determine precisely, but on average it should be positive. First, students at AIAHS who would not otherwise be enrolled in AUSD schools (from other districts or private school) have no impact on AUSD's costs or revenues. Because AIAHS recruits from Oakland Unified School District and other Bay Area districts, the number of students diverted from AUSD will be significantly less than AIAHS's full enrollment.

Second, the financial impact of students transferring from AUSD schools to the charter will depend on a comparison of costs and revenues for those students. While AUSD loses the revenue, it also avoids the costs of serving these students. As a unified school district, AUSD receives the same amount of state funding per ADA for all students. However, on average, high school students are more expensive to serve than students in lower grades because of the variety of courses and facilities in the traditional high school setting. In addition, AIAHS seeks to serve students who have not been successful or sufficiently challenged in traditional high schools, including students with special needs. These students tend to be more expensive for traditional schools to serve. As for the revenue, because high school students tend to have lower attendance than other grade levels, they generate lower ADA relative to the number of enrollees and therefore less revenue per enrolled student. On average, the costs avoided by not having to serve AIAHS students who would otherwise enroll in AUSD high schools can be expected to exceed the lost revenue and the net effect on AUSD's budget will be positive.

### **17.8 Supervisory Oversight**

AUSD shall have responsibility for supervisory oversight tasks and duties specified and/or necessary for the implementation of this charter, including but not limited to: the revocation and renewal processes; monitoring performance and compliance; review of annual school performance; participation in dispute resolution; and representation on the governing board. AIAHS and AUSD will jointly develop the content, evaluation criteria, timelines and process for annual performance reports.

AIAHS, in accordance with Education Code Section 47604.3, shall promptly respond to all reasonable inquiries, including but not limited to, inquiries regarding financial records, from the District and shall consult with the District regarding any such inquiries. AIAHS acknowledges that it is subject to audit by AUSD. If AUSD seeks an audit of AIAHS, it shall assume all costs of such audit. This obligation for the District to pay for an audit only applies if the audit requested is specifically requested by the District and is not otherwise required to be completed by AIAHS by law or charter provisions.

To the extent that AIAHS is a recipient of federal funds, including federal Title I, Part A funds, AIAHS has agreed to meet all of the programmatic, fiscal and other regulatory requirements of the No Child Left Behind Act and other applicable federal grant programs. AIAHS agrees that it will keep and make available to the District any documentation necessary to demonstrate compliance with the requirements of the No Child Left Behind Act and other applicable federal programs, including, but not limited to, documentation related to required parental notifications, appropriate credentialing of teaching and paraprofessional staff, where applicable, or any other mandated federal program requirement. The mandated requirements of NCLB include, but are not limited to, the following:

~~Notify parents at the beginning of each school year of their "right to know" the professional qualifications of their child's classroom teacher, including a timely notice to each individual parent that the parent's child has been assigned, or taught for four or more consecutive weeks by, a teacher who is not highly qualified.~~  
~~Develop jointly with, agree on with, and distribute to, parents of participating children a written parent involvement policy.~~  
~~Develop jointly with, and distribute to, parents of participating children, a school parent compact.~~  
~~Hold an annual Title I meeting for parents of participating Title I students.~~

~~AIAHS also understands that as part of its oversight of the school, the Director of Educational Options may conduct program reviews of federal and state compliance issues.~~

~~In order to ensure the necessary oversight and review of mandated reports for which the authorizer must determine fiscal health and sustainability, the following schedule of reporting deadlines to the District will apply each year of the term of this charter. Deadlines may be extended by permission of the AUSD Director of Educational Options:~~

~~September 1— Final Unaudited Financial Report for Prior Year  
December 1— Final Audited Financial Report for Prior Year  
December 1— First Interim Financial Report for Current Year  
March 1— Second Interim Financial Report for Current Year  
June 15— Preliminary Budget for Subsequent Year~~

~~AIAHS agrees to observe and abide by the following terms and conditions as a requirement for receiving and maintaining their charter authorization:~~

~~AIAHS is subject to the District's statutory oversight.  
The District's statutory oversight responsibility continues throughout the life of the charter and requires that it, among other things, monitor the fiscal condition of AIAHS.  
The District is authorized to revoke this charter for, among other reasons, the failure of AIAHS to meet generally accepted accounting principles or if it engages in fiscal mismanagement in accordance with Education Code Section 47607.~~

~~Accordingly, the District hereby reserves the right, at District cost, pursuant to its oversight responsibility, to audit AIAHS books, records, data, processes, and procedures through the Director of Educational Options or other means. The audit may include, but is not limited to, the following areas:~~

~~Compliance with terms and conditions prescribed in the charter, internal controls, both financial and operational in nature  
The accuracy, recording and/or reporting of school financial information  
The school's debt structure  
Governance policies, procedures and history  
The recording and reporting of attendance data  
The school's enrollment process, suspension and expulsion procedures, and parent involvement practices  
Compliance with safety plans and procedures  
Compliance with applicable requirements of AIAHS grants~~

~~AIAHS shall cooperate fully with such audits and make available any and all records necessary for the performance of the audit upon 30 days notice to AIAHS. When 30 days notice may defeat the purpose of the audit by facilitating fraud, enabling destruction of evidence or maintaining unsafe conditions, the District may conduct the audit upon 24 hours notice.~~

~~In addition, if an allegation of waste, fraud or abuse related to AIAHS operations is received by the District, the AIAHS shall be expected to cooperate with any investigation undertaken by the Director of Educational Options, at District cost. This obligation for the District to pay for an audit only applies if the audit requested is specifically requested by the District and is not otherwise required to be completed by AIAHS by law or charter provisions.~~

### **17.9 Access to Records**

~~AIA shall promptly respond to all reasonable inquiries regarding AIAHS, including, but not limited to, inquiries regarding its financial records, from AUSD, the Alameda County Office of Education (“ACOE”) or the State Superintendent of Public Instruction and shall consult with AUSD, ACOE or the State Superintendent of Public Instruction regarding any such inquiries.~~

### **17.10 Financial Liability**

~~AUSD will not be liable for the debts or obligations of AIAHS. AIA assumes these responsibilities.~~

## **18. Legal Affirmations and Assurances**

~~As the authorized lead petitioner and Executive Director of Alternatives in Action, I, Patricia Murillo, hereby certify that the information submitted in this petition for the renewal of a California public charter school named Alternatives in Action High School (AIAHS) is true to the best of my knowledge and belief. I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school. Further, I understand that if awarded the renewed charter, AIAHS:~~

~~Shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605 and 60851, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(e)(1)]~~

~~Shall maintain its status as a program of a non-profit public benefit corporation under California law, and its 501(c)(3) tax exempt status under the Internal Revenue Code.~~

~~Shall be deemed the exclusive public school employer of the employees of Alternatives in Action High School for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605 (b)(5)(O)]~~

~~Shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]~~

~~Shall not charge tuition. [Ref. Education Code Section 47605(d)(1)]~~

~~Shall admit all students who wish to attend the AIAHS and who submit a timely application, unless the charter school receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a public random lottery process with the preferences as specified in the charter. Except as required by Education Code Section 47605(d)(2), admission to the charter school shall not be determined according to the place of residence of the student or his or her parents within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(d)(2)(B). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the charter school in accordance with Education Code Section 47605(d)(2)(C).~~

~~Shall not discriminate on the basis of the characteristics listed in Section 220 (actual or perceived disability, gender, 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 or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(d)(1)]~~

~~Shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities in Education Improvement Act of 2004.~~

~~Shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]~~

~~Shall ensure that teachers in the charter school hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold. As allowed by statute, flexibility will be given to non-core, non-college preparatory teachers. [Ref. California Education Code Section 47605(1)]~~

~~Shall at all times maintain all necessary and appropriate insurance coverage, as agreed in an Operating Agreement with Alameda Unified School District.~~

~~Shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).~~

~~If a pupil is expelled or leaves the charter school without graduating or completing the school year for any reason, the charter school shall notify the superintendent of the school district of the pupil's last known address within thirty days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information. [Ref. California Education Code Section 47605(d)(3)]~~

~~Will follow any and all other federal, state, and local laws and regulations that apply to, AIAHS including but not limited to:~~

~~AIAHS shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection.~~

~~AIAHS shall on a regular basis consult with its parents and teachers regarding the charter school's education programs.~~

~~AIAHS shall comply with any jurisdictional limitations to locations of its facilities.~~

~~AIAHS shall comply with all laws establishing the minimum and maximum age for public school enrollment.~~

~~AIAHS shall comply with all applicable portions of the No Child Left Behind Act.~~

~~AIAHS shall comply with applicable provisions of the California Public Records Act.~~

~~AIAHS shall comply with applicable provisions of the Brown Act.~~

~~AIAHS shall comply with the Family Educational Rights and Privacy Act.~~

~~AIAHS shall meet or exceed the legally required minimum of school days.~~

~~Patricia Murillo, Lead Petitioner and Executive Director ————— September 29, 2015~~