



**Civicorps Corpmember Academy  
Charter Renewal Submission**

**Submitted to:  
Oakland Unified School  
District January 25, 2017**

**Submitted by:  
Civicorps  
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## **Civicorps Corpmember Academy**

Charter Renewal Petition

Submitted January 25, 2017

### Order of Documents

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4. Charter Renewal Performance Report
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January 3, 2017

Office of Charter Schools  
Oakland Unified School District  
1000 Broadway, 6<sup>th</sup> Floor, Suite 639  
Oakland, CA 94607

RE: Civicorps Corpmember Academy Charter Renewal

Dear OUSD Board of Education,

It is with pleasure and great dedication to Civicorps Corpmember Academy students that Civicorps submits the following petition requesting a five-year renewal of its charter, from July 1, 2017 to June 30, 2022.

The governing board is committed in continuing to oversee fiscal and academic accountability at Civicorps, and we pledge to carry that commitment forward throughout the next five years.

The governing board of Civicorps authorizes the submittal of this petition for Civicorps Corpmember Academy. The submission will take place on January 25, 2017 and the lead petitioners will be Ms. Tessa Nicholas, Deputy Director and Dr. Tyfahra Singleton, Head of School. We thank the OUSD Board of Education for its consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Phil Dillard", is written over a light blue rectangular background.

Phil Dillard  
President, Board of Directors  
Civicorps

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## **INTRODUCTION**

For 33 years, Civicorps has been rooted in a rich tradition of preparing youth for fully responsible citizenship and educating individuals to be active, contributing members of our democracy. First and foremost, we are a community school. We serve 18-26 year old members of the community who are ready to earn a high-school diploma, gain job skills, pursue college, and embark on family-sustaining careers. In recent years, Civicorps has expanded its conception of citizenry to reflect both local and global community participation. At Civicorps, “community” has truly supplanted terminology regarding citizenship as we warmly embrace a learner population that may be excluded from either the legal status or privileges of US citizenship.

From its inception, Civicorps Corpmember Academy has understood that the industrial age design of traditional educational institutions was not serving our community of learners. We launched in 1995 as a pioneer in reimagining 21st century education, harnessing the charter system to fulfill its purpose: innovating education to better serve students. We embarked on a student-centered educational and service/work-based model that would meet the needs of students who were not fully served by the traditional system as evidenced by their having left the K-12 system before completion. We specified a portfolio model that emphasized equally a diverse array of skills and dispositions beyond academic knowledge. Academic Skills, Life Skills, Communication, Community Participation and Employability, became the standards against which we determined a student's readiness for high school graduation.

Since our last charter renewal, OUSD and the State of California have adopted the Common Core State Standards, co-sponsored by the Council of Chief State School Officers. These standards and the vision of the Council deeply align with our well-tested model of student-centered educational and work-based experiences that serve the whole student. In 2014, an initiative of the Council released “A Transformational Vision for Education in the US” that wholeheartedly reflects our own vision and model. In particular, four key points resonated most strongly with our educational values, vision and model.



While we knew a reimagined education system would not be a panacea for poverty and the other forms of systemic disadvantage facing our learners, we challenged ourselves to envision a system designed to meet learners where they are and allow each to reach his or her full potential.

At Civicorps we recognize these systemic challenges and address them head-on with a full-service support team that aims to mitigate them through housing, food, college, career, counseling and special education supports.



In this future, the education system is structured with the learner at its center. Learners seek mastery not only of core knowledge but also of skills and dispositions that promote lifelong success.

Our portfolio requirements allow each individual to earn his or her diploma through engaging in personalized learning projects based on learning outcomes aligned to OUSD graduation

requirements, Common Core State Standards and Peralta Community College student learning outcomes. As stated previously, core knowledge is only part of the student's portfolio as are communication, life skills, employability and community participation. In order to graduate, students must demonstrate specific skills and dispositions which will be outlined in greater detail in the educational program. All instruction is student-centered and teachers work to differentiate not only varied academic skill levels but learning modalities as well.

**3** We envision a learner-centered system in which all children thrive, are able to deeply engage in their own communities, their nation, and the global community, and are prepared and excited for their future.

Community is key at Civicorps and it is woven into the fabric of every student experience. We provide a safe, supportive community for our students and require that students dedicate their time and talents toward giving back to theirs.

**4** [Education's purpose:] To enable all children to fulfill their full potential as empowered individuals, constructive members of their communities, productive participants in the economy, and engaged citizens of the US and the world.

Our model aims to serve and empower all youth learners regardless of legal status and previously demonstrated academic ability. We serve a population of low-income students of color who have struggled with the effects of systemic oppression in their lives, many of whom are formerly incarcerated, currently homeless, and under-employed while raising children. Despite these challenges, we hold and demonstrate high expectations for our students, who exhibit their persistence, creativity, ingenuity, and talents every day at Civicorps.

Civicorps, formerly Civicorps Schools, received its original K-12 charter in 1995. Civicorps Corpmember Academy, opened in 1996. The charter was renewed in 2000, 2006, and in 2011 the charter was renewed again and is valid for the Civicorps Corpmember Academy through June 2017. As with previous Civicorps charters, this petition meets the intent of California charter school law.

The design of the charter for the Civicorps Corpmember Academy consolidates years of experience working with this young adult population along with data on effective learning practices and insight from experts in the field. It continues to be based on the philosophies of the founding charter but expands on those concepts to explore the extent to which service and community engage disenfranchised and marginalized youth populations so that they can succeed in life, college and career. There are no significant structural or instructional changes from the original charter which was specifically created to best serve our students and communities. The current structure includes a calendar of year-round instruction, the continuation of the "Learning Academy," the continued inclusion of the former Alternative Schools Accountability Measures



(ASAM), and the strong presence of student support services to address unmet needs that hinder student success.

The Civicorps Corpsmember Academy serves the student population of 18-26 year olds seeking to complete a high school education at the 101 Myrtle Street site in West Oakland.

**Element 1: EDUCATIONAL PROGRAM**

*A description of the educational program of the school, designed, among other things, to identify those whom the 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.*

*If the proposed school will serve high school pupils, a description of how the charter school will inform parents about the transferability of courses to other public high schools and 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 of the California State University as creditable under the “A” to “G” admissions criteria may be considered to meet college entrance requirements [California Education Code Section 47605(b)(5)(A)(i) and (ii)].*

*In accordance with SB 1290, Civicorps Corpsmember Academy pupil outcomes related to annual academic achievement goals will be set and disaggregated by all major subgroups identified in Education Code section 52052; including race/ethnicity, socio-economic status (SES), English Learner status, and Special Education designations, in the state priorities that apply for the grade levels served or the nature of the program operated, as well as the specific annual actions to achieve those goals, any additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those additional goals.*

*Charter School acknowledges and agrees that it must comply with all applicable laws and regulations related to AB 97 (Local Control Funding Formula), as they may be amended from time to time, which include the requirement that 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 sections 47604.33 and 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(b)(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. Charter School shall comply with all 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 annual update.” (Ed. Code § 47606.5(e).)*

*Civicorps Corpsmember Academy’s pupil outcomes, disaggregated by major subgroups in compliance with Education Code section 47607(b)(5)(A)(ii), are as follows:*

**Student Population to Be Served**

Central to its mission to reinvest in the civic purpose of public education and to provide a rigorous educational experience for students of all abilities, the Civicorps Corpsmember Academy actively recruits a student body that brings together the socio-economic and ethnic diversity of Oakland and the broader San Francisco Bay Area including high school students who have been the most underserved—young adults who have not completed the traditional education system due to a variety of factors including parenthood, homelessness, violence, poverty, involvement in the criminal justice system, among others.

The Civicorps Corpsmember Academy serves youth ages 18-26 who have left the traditional education system without graduating and who are residents of Alameda and Contra Costa counties. Most of our high school students live in low-income communities along the Richmond to Hayward corridor in Alameda County. In July 2016 the student population was 65% male, 34% female, 1% other gender, 61% African-American, 26% Latino, 9% Asian/Pacific Islander, 4% two or more races. Currently, 11% of our students are English Language Learners. As students in our charter school, 99% are eligible for the free and reduced price lunch program in the public schools. Almost universally, corpsmembers come to us with significant academic skill deficits after leaving their previous public schools. Levels of student literacy for native English speakers range from 4th grade equivalency through 12th grade equivalency with the average grade equivalency between 6th and 8th grade.

Many students who come to Civicorps to complete their high school requirements face serious challenges to employability and productivity due to criminal records, early parenthood, learning disabilities, and homelessness. On average, one-third to one-half are parents and must take care of their own children. Presently, 24% of our corpsmembers have unstable or no housing. Approximately 50% have had involvement in the criminal justice system, and 30% are currently on probation. In most cases, the Civicorps Corpsmember Academy’s open entry-open exit education/service program provides their first highly disciplined work experience and a chance to revive their education and employability. A unique value of the program is the opportunity for students to attend school while earning money working part-time on environmental projects in the community.

The Civicorps Corpsmember Academy currently resides at 101 Myrtle Street in West Oakland and is specifically designed to meet the needs of the students and includes classrooms, a large community space, a student computer lab, a career center and a resource room. The space is easily accessible by public transportation and is large enough to accommodate growth plans for the Civicorps Corpsmember Academy. The Civicorps administrative offices are also located at the Myrtle Street site.

<b>School Site</b>	<b>2016-17</b>	2017-18	2018-19	2019-20	2020-21
<i>Civicorps Corpsmember Academy Total Projected School Enrollment</i>	<i>100</i>	<i>120</i>	<i>130</i>	<i>130</i>	<i>130</i>

**What it Means to be a 21st Century Educated Person**

Civicorps mission is to re-engage young adults to earn a high-school diploma, gain job skills, pursue college, and embark on family sustaining careers.

The Civicorps Corpmember Academy has always believed that young people must be an integral part of every solution to our nation’s problems. Since inception in 1983, we have espoused the belief that everyone should have the opportunity, support and education to serve and to help others. We wish to ensure that all of our students can fully participate in the future.

Further aligned with the *Transformational Vision for Education in the US*, our educational program aims for the following components outlined in what the *Vision* calls a “Learner-Centered Paradigm”:

- Learner-centric: All components are designed for the education experience to be adaptable to the needs and potential of each learner and supports the highest possible outcomes for each and every learner
- Personalized learning that is competency-based and has a wide range of learning environments and adult roles
- Learning experiences enable learners to develop their knowledge, skills, and dispositions in a relevant and contextualized manner
- Learners are embedded in a network of stable and supportive relationships with adults and are encouraged to learn through self-directed discovery, with their peers, and with the guidance of adults

For our students to succeed and thrive, their learning experiences must support them to be flexible learners. We believe that this can be accomplished through three primary domains: knowledge, skills, and dispositions.

The below chart includes our description of each of these domains and a set of examples adapted from the work of the Council of Chief State School Officers.

Knowledge	Skills	Dispositions
The theoretical or practical understanding of someone or something.	The capacities and strategies that enable learners to apply knowledge to novel situations, engage in higher order thinking, problem solve, collaborate, communicate effectively, and plan for the future.	The behaviors and ways of being that contribute to learners fulfilling their full potential.

<ul style="list-style-type: none"> <li>• World class standards</li> <li>• Career and technical education</li> <li>• Other content areas and essential literacies</li> <li>• Global competence</li> <li>• Applied knowledge</li> </ul>	<ul style="list-style-type: none"> <li>• Learning how to learn</li> <li>• Time/goal management</li> <li>• Critical thinking</li> <li>• Problem solving</li> <li>• Working collaboratively</li> <li>• Communicating effectively</li> <li>• Metacognition</li> <li>• Self/social awareness and empathy</li> <li>• Creativity &amp; innovation</li> </ul>	<ul style="list-style-type: none"> <li>• Agency (self-efficacy)</li> <li>• Curiosity</li> <li>• Initiative</li> <li>• Resilience</li> <li>• Adaptability</li> <li>• Persistence</li> <li>• Leadership</li> <li>• Ethical behavior and civic responsibility</li> <li>• Self-control</li> </ul>
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To ensure development in these three domains for all learners, we envision learning experiences characterized by the following elements:

Competency - Based

Competency-based learning recognizes that all learners are unique and that different learners progress at different paces. It allows the system structure to support variation of learning speeds in accordance with each learner’s specific challenges and needs.

Personalized, Relevant and Contextualized Learning

Learning experiences are leveraged to bridge gaps and meet learning challenges designed to expand interests, opportunities, and perspectives; and to be responsive to learners’ passions. At the same time, they are rooted in real-world contexts and empower the learner to demonstrate his or her learning in a variety of authentic ways and settings. Personalized, relevant, and contextualized learning also acknowledges that different learners face different challenges to learning, whether in health, safety, economic situation, emotional wellbeing, social interactions, or competency development. Those challenges are both identified and addressed so that the learner is adequately supported, thus ensuring that his or her current life situation does not constrain the breadth or depth of learning.

Community Embedded

Community embedded learning is rooted in meaningful relationships with staff, teachers, family, and community members and is grounded in community participation and social interaction. It values face-to-face contact, as well as opportunities to connect virtually, and recognizes the significance of establishing continuity in youth’s lives through the development of stable relationships. Independent exploration and practice; collaborative group work; structured, intentional instruction; and structured and cooperative interactions, among other experiences, are integrated to develop learners’ competencies.

Open- Walled

Open-walled learning acknowledges that learning happens at many times and in many places and intentionally leverages its expansive nature in the learner’s development of competencies. It creates and takes full advantage of opportunities in a variety of communities, settings, times, and formats including through service learning, community service and participation in the democratic process.

***Support for English Language Learners.***

As required by California state law, all Civicorps Corpmember Academy students (and parents where applicable) will be asked to complete a Home Language Survey in the student enrollment packet. If a language other than English is indicated as their primary language on the Home Language Survey, students will be administered the California English Language Development Test (CELDT) within the first 30 days to evaluate their listening, speaking, reading and writing abilities in English. The unofficial results of this test are made available to parents and teachers immediately, and official results from the state are distributed as soon as they are received by the school.

Academically, the Civicorps Corpmember Academy will meet the needs of its English language learners through an inclusion model. To provide support to English language learners, all teachers at the Civicorps Corpmember Academy will use instructional strategies that include front-loading vocabulary, scaffolding, visual references, schema, high interest text, small group instruction and heterogeneous grouping. CLAD (Crosscultural, Language and Academic Development) or BCLAD (Bilingual, Crosscultural, Language and Academic Development) certification for all teachers will be strongly encouraged. The Civicorps Corpmember Academy will comply with all applicable state and federal laws regarding testing and service provision to English Language Learners including testing accommodations and lesson modifications.

***Support for Academically Low-Achieving Students.***

As stated in the introduction, the majority of students entering the Civicorps Corpmember Academy do so with a 6<sup>th</sup> to 8<sup>th</sup> grade reading level and can be identified as “low-achieving.” Lack of academic success is attributed to a number of things including past drop-out rates, economic and social barriers and extensive support needs. The instructional model for the Civicorps Corpmember Academy has been specifically designed to meet the needs of all students including those with specific learning needs. Key elements of the charter design include the following:

***Year Round School (6 terms)***

Data indicates that students lose progress over the summer months while school is not in session. Our charter runs a year-round school so that students can continue to access educational and support services.

***Learning Academy and Job Training Center***

Another component is the Learning Academy and Job Training Center within the Civicorps Corpmember Academy. In the past, students entering Civicorps would be directly placed in the Job Training Program, where they would do project-based learning through service projects Monday through Thursday and attend school in the evenings and on Fridays. Data indicated that this model was not successful for students with significant academic needs, specifically those with low literacy rates and those learning English as a second language.

Our current charter design includes the Learning Academy for all students for their first two terms at Civicorps. Students in the Learning Academy receive comprehensive daily instruction, small group work and individualized guidance. All students enter into the Learning Academy. The academic program in the Learning Academy reinforces basic skills and teaches students study techniques and tools for academic success. This allows us to link all aspects of the Civicorps Corpmember Academy and allows for the delivery of a continuum of services from orientation through graduation.

Once students demonstrate academic growth and an investment in their educational goals through two to four months of excellent attendance, classroom participation and portfolio progress, they enter the Job Training Center which allows students to expand their leadership and life skills by serving on small work crews that conduct service and work projects in Oakland and the East Bay. Students in the Job Training Center supplement their field work through evening and Friday classes. Science standards will be more closely connected to the field. Project-based learning through service, individualized instruction and intensive support in math and English are inherent throughout all levels of the Civicorps Corpmember Academy. Critical thinking and the conscious exploration of how students can be engaged in their own learning and their own communities is the goal throughout the entire program.

The Civicorps Corpmember Academy holds high expectations for all of its students and is committed to supporting students who are not achieving expected outcomes. Academically low-achieving students will be identified through diagnostic measures, teacher recommendation, progress reports, test scores, and/or other assessment measures. Should students appear to require additional assistance, the Civicorps Corpmember Academy will have our staff Resource Specialist assess them and if appropriate, will recommend individualized instruction and small group work. If deemed necessary, the faculty will create a student study team (SST) comprised of teachers, job training supervisors, family members (when appropriate), the student and other support providers to identify strategies to better support the student's success.

***Support for Academically High-Achieving Students.***

Academically high-achieving students will be identified through teacher recommendation, progress reports, test scores, and/or other assessment measures. These students will be pushed to meet and exceed grade level standards and school-wide outcomes by setting appropriate goals for themselves during Teacher-Student portfolio check-in and through conversations with school faculty including the student's Job Training Supervisor. The Civicorps Corpmember Academy

faculty will support these students through differentiated instruction and additional assignments during or after school. In addition, high achieving students may be encouraged to enroll in challenging internships and college level course work at local colleges and universities and/or distance learning centers as appropriate for each student's needs.

***Support for Students with Special Needs.***

The Civicorps Corpmember Academy pledges to work in cooperation with the Oakland Unified School District (OUSD) and its special education local plan area (SELPA) to ensure that a free and appropriate education is provided to all students with exceptional needs that qualify for additional services.

To identify students who may be in need of special education services, the Civicorps Corpmember Academy staff will ask its parents and students upon enrollment if they have an Individualized Educational Program (IEP). The school staff will also forward its enrollment lists to the OUSD SELPA to check to see if any of its students have an open IEP. Should students appear to require additional assistance, the on-site Civicorps Corpmember Academy staff Resource Specialist will create an SST comprised of teachers, family members (when appropriate), the student and other support providers to identify strategies to better support the student's success. In coordination with the local SELPA, professional development in supporting and identifying students with disabilities and utilizing resources for students will be provided to Civicorps Corpmember Academy teachers annually.

The student study team will collaborate with special education professionals provided through our SELPA to ensure that appropriate individualized goals are set for qualifying students. In addition, the team will ensure that action plans with clearly delineated objectives, due dates, and assignments of responsibility for implementation are carried forth.

The school intends to function as a "public school of the local education agency that granted the charter" for purposes of providing special education services pursuant to Education Code Section 47641(b). The Civicorps Corpmember Academy will annually and in good faith negotiate written agreements with the authorizing district and SELPA to clearly specify the fees and services to be provided. The academy shall enjoy reasonable flexibility to decide whether to receive services, funding, or some combination of both pursuant to Education Code Section 47646(b). Nothing in this charter shall be deemed to prevent the school from opting to exercise its option to function as an independent local education agency in the future.

The Civicorps Corpmember Academy and the OUSD will implement all aspects of a uniform complaint procedure for special education. The OUSD will, whenever necessary, initiate and pursue due process hearings and claims as needed to ensure compliance with applicable laws. If a parent or guardian pursues a due process claim, the OUSD will, in consultation with the Civicorps Corpmember Academy, defend all aspects of the process for which it bears primary responsibility under the terms of this agreement. The Civicorps Corpmember Academy will, in consultation with the OUSD, defend all aspects of the process for which it bears primary responsibility.

**Transfer of Courses and College Entrance Requirements.**

*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.*

The Civicorps Corpmember Academy was accredited with the Western Association of Schools and Colleges (WASC) accrediting body in 2015 and is accredited thru 2021. Currently, when enrolling in the Civicorps Corpmember Academy, students meet with school faculty to determine their educational program and personal educational goals. Throughout the program, students meet with faculty members to discuss further educational opportunities in vocational training and post-secondary education. We also work with students whose educational goals include entrance into a UC and/or CSU system upon graduation. Through a partnership with The National Corps Network and AmeriCorps, college scholarships for students completing a minimum amount of service hours are awarded to corpsmembers to assist them in furthering their education.

**Element 2: MEASURABLE PUPIL OUTCOMES**

*Following are 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 school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school’s educational program. [California Education Code Section 47605(b)(5)(B)].*

*In accordance with SB 1290, Civicorps Corpmember Academy pupil outcomes will be set related to increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of section 47607. The pupil outcomes shall align with state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school.*

*Civicorps Corpmember Academy’s pupil outcomes, related to increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of section 47607, shall be aligned with state priorities, as described in subdivision (d) of Section 52060, are as follows:*

The student outcomes for the Civicorps Corpmember Academy are aligned with the California State Standards and with the mission of the school – to re-engage young adults to earn a high-school diploma, gain job skills, pursue college, and embark on family-sustaining careers. All students at the Civicorps Corpmember Academy, including individuals with special learning or academic needs, and/or English Language Learners, will be expected to meet these outcomes in order to graduate and/or successfully complete a course of study at the school. Students will be provided additional support and/or accommodations to meet these outcomes as needed and/or legally required by an Individual Education Plan.



*Civicorps Corpmember Academy  
Charter School Petition  
Submitted to the Oakland Unified School District on January 25, 2017*

In order to graduate from the Civicorps Corpmember Academy, students must demonstrate competency in the core content areas of English-Language Arts and Literacy, Mathematics, Science, Social Studies. All Civicorps Corpmember Academy students will demonstrate competency through the mastery of content and performance standards in all core academic areas.

**English-Language Arts and Literacy:**

Competency in English Language Arts and Literacy, at Civicorps Corpmember Academy, is based on the Claims developed by the Smarter Balanced Assessment Consortium adapted to an alternative school setting.

- Students can read closely and analytically to comprehend a range of increasingly complex literary and informational texts.
- Students can produce effect and well-grounded writing for a range of purposes and audiences.
- Students can employ effective speaking and listening skills for a range of purposes and audiences.
- Students can engage in research /inquiry to investigate topics and to analyze, integrate, and present information.

**Mathematics:**

Competency in Mathematics, at Civicorps Corpmember Academy, is based on the Claims developed by the Smarter Balanced Assessment Consortium adapted to an alternative school setting.

- Students can explain and apply mathematical concepts and interpret and carry out mathematical procedures with precision and fluency.
- Students can solve a range of complex well-posed problems in pure and applied mathematics, making productive use of knowledge and problem solving strategies.
- Students can clearly and precisely construct viable arguments to support their own reasoning and to critique the reasoning of others.
- Students can analyze complex, real-world scenarios and can construct and use mathematical models to interpret and solve problems

Science and Social Studies competency will be in alignment with the California Adopted Standards and frameworks.

To complete all of the requirements for graduation, students will also participate in Physical Activity, equivalent to Physical Education Classes at a traditional High School. All students take required Health and Wellness, Introduction to Technology, College Pathways, and Career Pathways courses. They will also be required to participate in a variety of elective offerings, including Visual and Performing Arts, and World Language. Lastly, students must fulfill community service and democratic participation requirements including written reflections.

The Civicorps Corpmember Academy Student Outcomes described above will be subdivided into a list of specific, measurable grade level standards and skills that are aligned to the California State Content and Performance Standards and/or other outcomes and benchmarks deemed appropriate by the Civicorps Corpmember Academy Board of Directors and staff. Each standard/outcome will be further delineated into developmentally appropriate benchmarks that are described through in-depth rubrics and/or performance tasks. These standards rubrics and benchmarks will be provided to all students and stakeholders at the start of every school year. Student progress towards meeting benchmarks will be monitored and reported to and discussed with students and stakeholders a minimum of three times per school year.

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

- *A review of the progress towards the goals included in the charter, an assessment of the effectiveness of specific actions toward achieving those goals, and a description of the changes 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.*

For the purposes of this Civicorps Corpmember Academy Charter, the graduation requirements are described below.

### **Graduation Requirements.**

The curriculum used in the Civicorps Corpmember Academy is designed to meet the required state content and performance standards in each of the “core” academic areas of math, language arts, science, and history/social science [California Education Code Section 47605(c)(1)]. As the following chart demonstrates, our curriculum is also designed in alignment with the Oakland Unified School District.

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<b>OUSD High School Requirements 2015 (and beyond)</b> (one semester course = 5 credits)	<b>Civicorps Corpmember Academy Graduation Requirements</b>
a. History/Social Science 3 years (1 year of World History*, 1 year of US History* , 1 year of Government*/Econ)	Passage of Social Studies A: B Minimum score on CASAS Tests Portfolio Assignments
b. English or English Language Development (ELD) 4 years of College-prep English* (ELD 5 may count for 1 year).	Passage of English A; B; 1; & 2 12 <sup>th</sup> grade equivalent score on Reading & Language NWEA assessments Portfolio assignments
c. Mathematics 3 years including Algebra, Geometry, and Advanced Algebra or Intermediate Algebra	Passage of Math A; B; 1; & 2 12 <sup>th</sup> grade equivalent score on Math NWEA assessment
d. d. Laboratory Science 3 years (2 of the 3 must be Biology, Chemistry, and/or Physics)	Passage of Science A; B Minimum score on CASAS tests Portfolio assignments
e. World Language 2 years of the same language	Independent Study (Elective)
f. Visual/Performing Arts: 1 year 10 credits	Technology Courses and Visual/Performing Arts Seminars Examples: Shakespeare production, Video Editing Seminar, Muralism Seminar
g. College Prep Electives 1 year college prep elective* (“a-g” certified course) + 40 additional elective credits	Portfolio assignments Career Pathways Course College Pathways Course Field work and/or internships, 32 hours a week
Physical Education: 20 credits (4 semesters)	Field work, 32 hours a week; morning calisthenics
Service Learning/Community Service: none	30 hours of service in the community with reflection. Participation in one of several “AmeriCorps Education-award” programs
Senior Project	Research paper Presentation of research paper using multi-media resources Public Portfolio Presentation

GPA of 2.0	Completion of all requirements with “meets or exceeds expectations”
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Students will demonstrate their proficiency in all subject matter areas including earning a score reflecting 12<sup>th</sup> grade proficiency in reading, language, and math MAP (Measure of Academic Progress), an external assessment from the Northwest Education Association (NWEA). NWEA’s MAP assessment system can be administered several times per year and is designed to show status and growth. It received the highest ranking from WestEd, a research agency, for alternative assessment systems. As noted earlier, the Civicorps Corpmember Academy was WASC accredited in 2015 and is accredited thru 2021.

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

- *The chartering authority shall provide technical assistance to the charter school using an evaluation rubric adopted by the State Board.*
- *The Superintendent may assign, at the request of the chartering authority and approval of the State Board, the California Collaborative for Educational Excellence to provide advice and assistance to the charter schools.*
- *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.*

**Element 3: METHODS TO MEASURE PROGRESS**

*A description of “method by which pupil progress in meeting the pupil outcomes will be measured” [California Education Code Section 47605(b)(5)(C)].*

*Pursuant to the transition to California’s Common Core and the accompanying shift in the state accountability testing system, Civicorps Corpmember Academy will establish baseline performance in the first year of testing administration and will demonstrate growth in performance each year thereafter.*

All students will demonstrate “academic mastery” in all of the core academic areas. For non-special needs and non-limited English proficient (LEP) students, “mastery” will be defined as a score of “basic” or above on California Standards-based assessments and grades of “meets or exceeds expectations” on all academic portfolios and exhibitions. “Mastery” for special needs and LEP students will be defined appropriately according to their IEPs and English proficiency levels.

In order to ensure that all students at the Civicorps Corpmember Academy are achieving the student outcomes detailed above, assessment at the academy will be consistent, continuous and based on both internal and external assessment measures as summarized below. This data will be used to adapt instructional practices and to inform the development and implementation of school structures, systems and policies to support the success of all students in achieving the school’s mission.

Internal Assessments	External Assessments
<ul style="list-style-type: none"> <li>• Classroom content assessments</li> <li>• Schoolwide Reading and Mathematics Assessments</li> <li>• Portfolio with educationally appropriate Rubrics</li> </ul>	<ul style="list-style-type: none"> <li>• CELDT</li> <li>• NWEA</li> <li>• CASAS</li> </ul>
<ul style="list-style-type: none"> <li>• Classroom content assessments</li> <li>• Portfolio with educationally appropriate Rubrics</li> <li>• Presentations</li> </ul>	
<ul style="list-style-type: none"> <li>• Pre and Post Student Attitudinal Survey</li> <li>• Portfolio with educationally appropriate rubrics</li> <li>• Student attendance and behavior</li> <li>• Service requirements &amp; reflections</li> </ul>	

**External Assessments**

As mandated by California Education Code Section 47605(c)(2), the Civicorps Corpmember Academy will annually administer the state mandated assessment that currently includes the California English Language Development Test (CELDT).

At the Civicorps Corpmember Academy, teachers will administer MAP (Measure of Academic Progress) assessments for students to demonstrate proficiency in key subject areas required for graduation. The NWEA standards-based assessment system which includes computerized, norm and criteria-referenced assessments will also be used for diagnostic purposes to assess students’ basic skills in reading, language, mathematics. NWEA will also be used to measure individualized student growth targets.

Because of the unique student demographic served by the Civicorps Corpmember Academy, we received Alternative Schools Accountability Model (ASAM) status. Although currently inactive, the ASAM provided a framework for accountability for alternative schools serving very high-risk student populations. ASAM standards were approved by the California Department of Education and designed specifically to provide state-approved alternative accountability benchmarks for schools such as the Civicorps Corpmember Academy and as such, we are continuing to use it for our model. Under the ASAM model, accountability measures such as student persistence (retention), graduation rates within a certain time period, and continuous student improvement allow us to compare our progress with schools serving similar student populations.

ASAM measures identify progress in three distinct areas-- learning readiness, academic performance, and transition to higher education or employment with a living wage. Benchmarks

and indicators in each area include the following (see chart below). Baseline data is gathered to determine progress and growth in each area.

Alternative Schools Assessment Measures (ASAM) Indicators

Learning Readiness	Academic Performance	Transition
<ul style="list-style-type: none"> <li>• Attendance</li> <li>• Student engagement</li> <li>• Student persistence</li> <li>• Suspension</li> <li>• Sustained daily attendance</li> </ul>	<ul style="list-style-type: none"> <li>• ELA</li> <li>• Math</li> <li>• Science</li> <li>• Progress toward portfolio requirements</li> </ul>	<ul style="list-style-type: none"> <li>• Sustained Academic Performance</li> <li>• Graduation Rates</li> <li>• Successful transition to higher education</li> <li>• Successful transition to employment</li> </ul>

**Internal Assessments**

To monitor student progress in achieving measurable pupil outcomes, the Civicorps Corpmember Academy will also utilize the following forms of internal school-developed assessments:

*Progress Reports towards Educational Goals*

The Civicorps Corpmember Academy progress reports were developed to help students and stakeholders understand what is taught at the school and to help teachers and students reflect on academic performance relative to the school’s mission and individualized goals. Progress is monitored in the following ways:

- (1) Student progress in language arts and mathematics is documented through coursework, projects and presentations, portfolio check-ins and quarterly computerized NWEA assessments.
- (2) Student progress in science and social studies is documented through coursework and completion, projects and portfolios and passage of CASAS tests.
- (3) Student progress in community participation and service is documented with student surveys and required community service hours and described in more detail below. Written reflections of service will also be used as a measurement tool.

*Portfolio of Work*

Throughout the year, with the aid of their teachers and advisors, students will compile a portfolio. The Portfolio may hold a variety of materials such as journals, content and performance assessments, cooperative and individualized class work, and final projects. The portfolio will be used by teachers, students, and parents to reflect on a student’s academic growth over time. Completion of the portfolio, including a public presentation or “showcase of work,” is a high school graduation requirement.

*Content Assessments*

In order to measure student progress towards content and performance standards, teachers will create assessments on a regular and on-going basis. This on-going work (i.e. essays, labs, journals, tests, reports, projects) must “meet or exceed” pre-determined standards. Standards for classroom assignments will be clearly delineated in rubrics.

*Performance Tasks*

In order to demonstrate students’ academic development, the Civicorps Corpmember Academy has identified performance tasks that relate to the five core areas of competency required for graduation (Academics, Employability, Life Skills, Communication and Community Participation). These include evidence of learning based on projects completed in class, in the community and/or in training opportunities. Performance expectations are also tied into field service conducted on a crew of Civicorps. Evidence will be presented using a variety of formats including written, oral, computer generated, audiovisual and performance.

*Student Community Participation Reflection Community Leadership Summits*

In order to demonstrate students’ engagement with the community, the Civicorps Corpmember Academy has built in guided reflection requirements for community service hours provided by the Corpmember and a built in reflection for democratic participation. Both guided reflections support the student in gaining an understanding of their value within the community and why their voice should be heard. All students are also actively involved in a 2-day Leadership Summit that allows for a deep dive into a community issue(s) and culminates in reporting to key stakeholders and/or community change makers.

**Measurable Pupil Outcomes**

In addition to the school-wide student outcomes and benchmarks specified above, the Civicorps Corpmember Academy aims to meet the following school-wide performance standards related to areas of attendance, continuous student progress and training, graduation, and post-secondary/job placement at the school.

<b>Measurable Pupil Outcome</b>	<b>Instrument</b>	<b>Target</b>	<b>Site Specific or OUSD Collective</b>
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Increased <b>Reading NWEA</b> (Northwest Evaluation Association MAP) scores	NWEA quarterly testing data	Each year, 75% percent of all students will increase 3 points on the NWEA Reading or achieve proficiency. *statistically significant student groups will achieve this same target	OUSD Collective MPO
Increased <b>Math NWEA</b> (Northwest Evaluation Association MAP) scores	NWEA quarterly testing data	Each year, 75% percent of all students will increase 3 points on the NWEA Math or achieve proficiency. *statistically significant student groups will achieve this same target	Site Specific MPO - OUSD collective is based on SBAC which does not apply to 12th grade
High student satisfaction with safety	Bi-annual student survey results	Each year, at least 80% of students positively rate school safety	OUSD Collective MPO
High rate of student satisfaction with quality of academic instruction	Bi-annual student survey results	Each year, 80% of students positively rate academic instruction	OUSD Collective MPO
High rate of student and community satisfaction with communication, voice in decision-making, and/or opportunity for feedback	Bi-annual student and partner survey results	Each year, 75% of students and partners positively rate their voice in school decision-making and/or opportunity for feedback	OUSD Collective MPO
High Graduation Rate	Comparison of student enrollment data to graduation list	70% of students who are with us 90+ days	Site Specific MPO - OUSD collective is based on 4-year cohort which does not align with program model



High Attendance Rate	Monthly attendance records submitted to OUSD	Will maintain or exceed an annual 75% attendance rate	Site Specific - OUSD Collective is based on chronic absenteeism which does not align with program model
Successful Post-Graduation Placement	College & Career Counselor contact and verification of enrollment and/or employment	70% of students who graduate will be enrolled in post-secondary education and/or employed 1-year post graduation	Site Specific - mission driven

**Collecting, Analyzing and Reporting Data**

*If Civicorps Corpmember Academy does not test (i.e., STAR) with the District, Civicorps Corpmember Academy hereby grants authority to the State of California to provide a copy of all test results directly to the District as well as the charter school.*

*Test results for the prior year, if not provided directly to the District by the State, will be provided by the charter school to the District no later than September 1 of each year.*

The Civicorps Corpmember Academy will report a summary of its outcomes and accomplishments to students, parents, community stakeholders and the District annually. The purpose of the annual school performance report is to guide decision-making and to establish an annual snapshot of the school. The school will make adjustments as needed in order to ensure continuous improvement. The report will include the required elements in the School Accountability Report Card and/or ASAM measures in addition to the following elements:

- A statement of school-wide goals and targets and the extent to which the targets have been met;
- Number of high school diplomas awarded, and;
- Other measures of performance including attendance, apprenticeships, job placements, competitions, and college placements.

If Civicorps Corpmember Academy does not test (i.e., STAR) with the District, Civicorps Corpmember Academy hereby grants authority to the State of California to provide a copy of all test results directly to the District as well as the charter school.

Civicorps Corpmember Academy 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 the District and other authorized reporting agencies.

### **Student Retention and Promotion**

Students will be given individualized portfolio check-ins which document educational strengths and weaknesses and set individualized benchmarks for student growth and achievement. Student progress will be monitored quarterly to assure continuous growth and to adapt educational strategies when necessary. Retention in the program and/or promotion through the program will be determined through careful examination of each student's overall achievement on assessment measures, student progress reports and teacher recommendations. For students with special needs and English Language Learners, mastery and promotion will be dependent on their respective IEP and/or English proficiency levels.

### **Element 4: GOVERNANCE STRUCTURE**

*A description of "governance structure of the school" [California Education Code Section 47605(b)(5)(D)].*

*As an independent charter school, Civicorps Corpmember Academy, 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 Civicorps.*

*Civicorps 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 Civicorps Corpmember Academy amends the bylaws, Civicorps shall provide a copy of the amended bylaws to the OCS within 30 days of adoption.*

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

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

The governance structure of the Charter School will have the following components:

- A California Non-Profit Public Benefit Corporation Board of Directors: including Program Committee
- An Executive Director and Supporting Administrators

The Civicorps Corpsmember Academy will operate as a part of Civicorps, a California Public Benefit Corporation pursuant to California Law. The school will be governed pursuant to the bylaws adopted by the board, as subsequently amended pursuant to the process specified in the bylaws.

*Civicorps Corpsmember Academy 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 Civicorps Corpsmember Academy to provide certain information in certain formats in certain ways to the general public and specifically to parents of students at Civicorps Corpsmember Academy and of the District. Civicorps Corpsmember Academy 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 Civicorps Corpsmember Academy does not have that Civicorps Corpsmember Academy needs in order to meet its obligations, the District shall provide the same to Civicorps Corpsmember Academy in a reasonably timely manner upon request under Education Code section 47604.3.*

*Civicorps Corpsmember Academy 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.*

### **Board of Directors**

The Civicorps Corpsmember Academy Governance Council is the Civicorps Board of Directors, comprised of an array of influential educators, community members and experts in their fields. Board members' areas of expertise include charter schools development; public and private school administration; fundraising; business and organizational development; marketing; property and asset management; information technology; law; and public affairs.

The Board of Directors currently has 14 members and will build to a maximum of 25. Each Board Member is elected for a three-year term. New members are recruited and screened by a Recruitment Committee composed of Board Members. Each new member must be approved by a simple majority of those already on the Board. The Board members share a passionate commitment for public school reform. Please see Appendix A for the contact list of Civicorps' Board of Directors. The Board will establish major Civicorps Corpsmember Academy policies including:

- **Financial Oversight:** The Board approves the school's annual operating budgets and their impact on the overall finances of the organization.
- **Strategic Planning:** The Board informs itself as to the long and short-term plans for the development and operation of the school.
- **Oversight:** The Board informs itself as to the welfare and integrity of the Civicorps Corpsmember Academy and the degree to which it is meeting its goals and achieving its mission through information provided primarily from the Civicorps Executive Director.
- **Advocacy:** The Board is responsible for advocating for the Civicorps Corpsmember Academy including raising funds.
- **Hiring:** The Board hires, supports, evaluates and advises the Executive Director of Civicorps.

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

Civicorps Corpsmember Academy and/or its non-profit corporation will be solely responsible for the debts and obligations of the charter school.

The school complies with all applicable federal, state and local laws. Civicorps retains its own legal counsel when necessary. The Charter School is non-sectarian in its programs, admissions policies, employment practices, and all other operations; does not charge tuition; and does not discriminate against any student on the basis of race, ethnicity, national origin, gender or disability. The Civicorps Board of Directors is constituted and conducts its affairs as specified in its bylaws which may be amended as provided for in the bylaws and in accordance with any applicable state open meetings laws (e.g. the Brown Act) to foster community building and parental and stakeholder involvement.

#### ***LEGAL AND POLICY COMPLIANCE***

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

*Charter School shall comply with all applicable federal and state reporting requirements, including but not limited to the requirements of CBEDS, CALPADS, the Public Schools Accountability Act of 1999, and Education Code section 47604.33.*

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

#### ***NOTIFICATION OF THE DISTRICT***

*Charter School shall notify the OCS in writing of any citations or notices of workplace hazards, investigations by outside regulatory or investigative agencies, lawsuits, changes in corporate or legal status (e.g. loss of IRS 501(c)(3) status), or other formal complaints or notices, within one week of receipt of such notices by Charter School. Unless prohibited by law, Charter School shall notify the OCS in writing of any internal investigations within one week of commencing investigation. Charter School shall notify the OCS within 24 hours of any dire emergency or serious threat to the health and safety of students or staff.*

#### **STUDENT 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 16. Charter School shall comply with the requirements of Education Code section 49060 et seq., regarding rights to access student records and transfer of records for youth in foster care.*

**Operations.** Civicorps maintains and augments as necessary its general liability (including Board errors and omissions), property, workers compensation, unemployment, and automotive/vehicle insurance policies. Any liability claims against the charter school will be handled pursuant to the terms of Civicorps' insurance policies.

The Civicorps Corpmember Academy will be responsible for all supplies and equipment that it purchases. Any District property used by the charter shall be protected by insurance satisfactory to the District. The District shall have no responsibility for student losses, and the charter shall hold the District harmless from any such losses.

*Civicorps Corpmember Academy 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. Civicorps acknowledges that it is subject to audit by OUSD if OUSD seeks an audit of Civicorps Corpmember Academy 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 Civicorps by law or charter provisions.*

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

*Civicorps Corpmember Academy and/or its non-profit corporation will be solely responsible for the debts and obligations of the charter school.*

*To the extent that Civicorps Corpmember Academy is a recipient of federal funds, including federal Title I, Part A funds, Civicorps 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. Civicorps 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, and distribute to, parents of participating children, a school-parent compact.*
- Hold an annual Title I meeting for parents of participating Title I students.*
- Develop jointly with, agree on with, and distribute to, parents of participating children a written parent involvement policy.*

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

#### **Element 5: EMPLOYEE QUALIFICATIONS**

*A description of “(t)he qualifications to be met by individuals to be employed by the school” [California Education Code Section 47605(b)(5)(E)].*

*Civicorps Corpmember Academy acknowledges and agrees that all persons are entitled to equal employment opportunity. Civicorps 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.*

#### **ESEA/NCLB AND CREDENTIALING REQUIREMENTS**

*Civicorps Corpmember Academy shall adhere to all requirements of the Elementary and Secondary Education Act (ESEA, also known as No Child Left Behind (NCLB)) that are applicable to teachers and paraprofessional employees. Civicorps shall ensure that all teachers meet applicable state requirements for certificated employment, including the provisions of Education Code section 47605(l). Civicorps shall maintain current copies of all teacher credentials and make them readily available for inspection.*

*As part of the Fall Information Update, Civicorps will notify the District in writing of the application deadline and proposed lottery date. Civicorps 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.*

The Civicorps Corpmember Academy has four categories of staff members: Administrators, Teachers, Instructional Support Staff and Non-Instructional Support Staff. For all positions, the Civicorps Corpmember Academy Charter School seeks to employ professional, qualified candidates who...

- Are strongly committed to the mission of the school and to nurturing the development of a diverse student population.
- Will meet the applicable qualifications required by state and federal laws for their positions and will demonstrate understanding of youth development and/or service-learning.
- Have extensive experience working in diverse, urban communities.

As provided for in the California Charter Schools Act, the Civicorps Corpmember Academy may choose not to require credentials for teachers in non-core, non-college preparatory courses. The school will conduct background checks of all candidates to ensure the health, safety and success of all students.

In addition to the general qualifications outlined above, the School's key staff members (Administrator, Teachers, Instructional Support Staff and Non-Instructional Support Staff) will meet the following qualifications:

**Administrators.** Administrators at the Civicorps Corpmember Academy includes the Head of School and the Instructional Lead and other program managers such as the Support Services Manager and the Job Training Manager who support the Head of School in achieving the outcomes outlined in this charter petition. Qualifications for the principal and instructional lead positions include at least five years of teaching and/or administrative experience; Masters Degree and/or administrative credential; and demonstrated leadership in the areas of curriculum, instruction and/or assessment. Qualifications for the other administrative positions will include three to five years of teaching or administrative experience relevant to their positions and a minimum of a Bachelor's degree.

**Teachers.** The teaching staff includes teachers and job training supervisors. Teachers will be responsible for teaching the core academic curriculum. Job Training Supervisors are responsible for supervising students in the job training activities of the Civicorps Corpsmember Academy's job training component. Qualifications for the teachers of the core curriculum (language arts, mathematics,) include minimum Bachelor's degree; appropriate teaching certificate, permit or other document required by the Commission on Teacher Credentialing; subject matter competence by exam or coursework; and at least one to three years of teaching experience. CLAD/BCLAD certification is highly desired. The Resource Specialist will also hold the appropriate Pupil Personnel Services (PPS) credential.

Job Training Supervisors teaching the non-core curriculum should hold at least a vocational certificate and/or a Bachelor's degree in environmental science or another relevant subject, and they must have three to five years of relevant experience working with youth and/or in the environmental field.

**Instructional Support Staff.** Instructional Support Staff, including teacher interns, coordinators and operations staff, work with teachers of the core and non-core curriculum to assist students in achieving the outcomes outlined in this petition. Teacher interns work in classrooms with individual students and small groups to support student success. At the Civicorps Corpsmember Academy, coordinators are responsible for developing curriculum and assisting with instruction. Operations staff are responsible for preparing and correcting educational material, tracking attendance and performance, and tutoring students under the direction of the teachers. Teacher interns will hold a minimum of a Bachelor's degree and be enrolled in a teacher credentialing program. Coordinators should hold at least a Bachelor's degree in a relevant subject, and they must have relevant experience working with youth.

**Non-Instructional Support Staff.** The non-instructional support staff provides a variety of support services to the administrative and teaching staff. The development staff is responsible for developing funding to support the school. The recruiting staff recruits students. The human resources staff is responsible for defining and enforcing policies and procedures dealing with staff and students. The fiscal/accounting staff is responsible for tracking all fiscal matters including accounts receivable, accounts payable and fund management. The facilities staff is responsible for maintaining the agency's facilities and equipment. The office staff is responsible for handling reception, internal, and external communication. The counseling staff is responsible for providing guidance in the school and in the students' academic and personal lives.

Qualifications for each of these positions include strong organizational and communication skills; relevant educational experience (e.g. minimum of Associate's degree for office staff and Master's degrees for development or human resources managers); and relevant work experience of at least three to five years in their fields.

*Teacher Hiring.* Civicorps recognizes the importance of recruiting and retaining a diverse faculty and staff who value teamwork and collaborative decision making and who are passionate about making the school's mission come alive. Over the last 33 years, the Civicorps Corpsmember



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Academy has successfully recruited staff members from the following sources and strategies including job postings in local and national publications and in charter school-specific job banks, as well as recruitment from local networks including local teacher education programs. In addition to seeking candidates committed to the school's mission, the Civicorps Corpsmember Academy will continue to seek candidates who are highly qualified and meet the requirements of the No Child Left Behind (NCLB) Act.

*Professional Development.* Civicorps is highly committed to staff professional development and continuous improvement. All staff members participate in professional development and collaborative planning time each year including (1) intensive summer training and planning related to the data-driven identified priorities for student achievement, team and vision building and revision of school policies and procedures; (2) weekly professional development sessions focused on improving teaching practice and the overall school community and culture; and (3) daily horizontal and vertical collaboration meetings to plan, reflect on, and improve curriculum and instruction. Teachers at the Civicorps Corpsmember Academy are also encouraged to improve their practice through individualized professional development.

*Teacher Evaluation.* Civicorps uses a bi-annual evaluation process for teachers that focuses on creating a professional culture of collaboration, reflection, and continuous improvement within the school community; assisting educators to formulate professional goals to improve student learning and teacher practice; and assessing the progress of a teacher's practice toward professional goals and professionally-accepted benchmarks. Teachers' evaluations are organized around four main areas: classroom environment, curriculum, instruction, and learning community. These four coaching, reflection, and evaluation areas are aligned to the mission and the six California Standards for the Teaching Profession.

*Civicorps shall be deemed the exclusive public school employer of the employees of the charter school for the purposes of the Educational Employment Relations Act. (Government Code section 3540 et seq.) Charter School shall comply with all applicable requirements of the EERA, and the exclusive employer shall comply with the duties and obligations of the exclusive employer under the EERA. In accordance with the EERA, employees may join and be represented by an organization of their choice for collective bargaining purposes.*

**Element 6: HEALTH AND SAFETY PROCEDURES**

*A description of "(t)he procedures that the school will follow to ensure the health and safety of pupils and staff" [California Education Code Section 47605(b)(5)(F)].*

*Civicorps Corpmember Academy shall have a comprehensive site-specific Health, Safety and Emergency Plan, including but not limited to the acquisition and maintenance of adequate onsite emergency supplies, in place prior to beginning operation of Charter School each school year.*

*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 bloodborne pathogens, and shall maintain a calendar for, and conduct, emergency response drills for students and staff.*

*Charter School shall provide all employees, and other persons working on behalf of Charter School who are mandated reporters, with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person's employment if employed after the beginning of the school year, in accordance with the requirements of AB 1432 (2014).*

*Charter School shall stock and maintain the required number and type of emergency epinephrine auto-injectors onsite and provide training to employee volunteers in the storage and use of the epinephrine auto-injector as required by SB 1266 (2014).  
Charter School shall comply with the requirements of Education Code section 49475 regarding concussions/head injuries with respect to any athletic program (as defined in Education Code § 49475) offered by or on behalf of Charter School.*

*Charter School shall periodically review, and update and/or modify as necessary, its Health, Safety and Emergency Plan, and keep it readily available for use and review upon CSD request.*

**FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)**

*Charter School, including its employees and officers, shall comply with the Family Educational Rights and Privacy Act (FERPA) and Education Code section 49060 et seq. at all times.*

**CRIMINAL BACKGROUND CLEARANCES AND FINGERPRINTING**

*Charter School shall comply with all requirements of Education Code sections 44237 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 schoolsite 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.*

*Charter School shall comply with the requirements set forth in Education Code section 44939.5 regarding the reporting of egregious misconduct committed by certificated employees.*

#### ***IMMUNIZATION AND HEALTH SCREENING REQUIREMENTS***

*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.*

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

#### ***SAFE PLACE TO LEARN ACT***

*Charter School shall comply with all applicable requirements of the Safe Place to Learn Act, Education Code section 234 et seq.*

#### ***GUN-FREE SCHOOLS ACT***

*Charter School shall comply with the federal Gun-Free Schools Act.*

#### ***TOBACCO USE PREVENTION***

*Charter School shall enact policies to prohibit the use of Tobacco near its school site in accordance with the provisions of California Health and Safety Code section 104495.*

The Civicorps Corpmember Academy has existing health, safety and risk management guidelines and policies currently in use by Civicorps. The charter school will update these guidelines as necessary in consultation with the school's insurance carriers and risk management experts. To the extent required by non-charter schools, these guidelines and policies address, at a minimum, the following topics:

- Employee background checks and criminal record summary as required by Section 44237 and California Education Code Section 47605 (b)(5)(F);
- Documentation of immunization records for student enrollment and employees;
- Training for staff and students relating to preventing contact with blood-borne pathogens;
- Identification of specific staff who will be trained in the administration of prescription drugs and other medicines;
- A policy that the school will be housed in facilities that have received Fire Marshal approval and that have been evaluated by a qualified structural engineer who has determined that the facilities present no seismic safety hazard;
- Regular student screening for tuberculosis, vision, hearing and scoliosis;
- Response to natural disasters and emergencies such as earthquakes and fires including staff training in first emergency response such as basic first aid and CPR;
- An emergency management plan that outlines policies and procedures for response to natural disasters and emergencies. This includes a schoolwide emergency team that includes teachers, administrators, counselors, and students. The emergency plan spells out procedures for most conceivable emergencies;
- Family contact information in case of an emergency; and
- Maintenance of a drug, alcohol, and tobacco free workplace.

These policies are incorporated into the school's staff and Corpsmember handbooks which will be reviewed by the faculty and staff and approved by the board on an on-going basis. (Please see Appendix for the Staff Handbook and for the Corpsmember Handbook)

**Element 7: MEANS TO ACHIEVE RACIAL AND ETHNIC BALANCE**

*Describe “(t)he means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted” [California Education Code Section 47605(b)(5)(G)].*

In order to ensure that there is a racial and ethnic balance at the school reflective of Oakland and the larger East Bay community, the Civicorps Corpsmember Academy is committed to a student and family recruitment strategy that includes, but is not necessarily limited to, the following elements:

- Outreach to and networking with community-based organizations such as churches, neighborhood groups and public and private agencies that serve the various racial, ethnic, and interest groups of the Oakland community;
- Distribution of promotional materials and announcements in a variety of media including print, TV and/or radio targeted toward diverse populations and in a variety of languages, if needed;

- An enrollment process that is scheduled and adopted to include a timeline that allows for a broad-based recruiting and application process;
- Inclusion in the District’s annual open enrollment process for Oakland parents;
- Targeted outreach to social service providers, probation officers and WIOA providers; and;
- Meetings with principals and counselors of local schools to recruit students who will not meet graduation requirements, but could benefit from a school that works to meet social, emotional, financial, and academic needs of 18-26 year old students.

**Element 8: ADMISSIONS REQUIREMENTS**

*Describe “(a)dmision requirements, if applicable” [California Education Code Section 47605(b)(5)(H)].*

***DOCUMENTATION OF ADMISSIONS AND ENROLLMENT PROCESSES***

*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. These records shall be made available to the District upon request.*

***HOMELESS AND FOSTER YOUTH***

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

***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.*

#### **PARENT ENGAGEMENT**

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

The Civicorps Corpmember Academy does not discriminate in its admissions practices and policies on the basis of race, ethnicity, national origin, primary language, gender, sexual orientation, or disability. To fully achieve its mission to nurture active, engaged citizens, the Civicorps Corpmember Academy seeks to recruit for diversity within its student population that reflects the population of the larger San Francisco Bay Area and from a community of families who are committed to the school's mission, instructional and operational philosophy and practices. Admission to the school shall be open to any resident of the State of California.

The Civicorps Corpmember Academy accepts students throughout the school year and holds regularly scheduled student orientations. In order to be admitted into the Civicorps Corpmember Academy applicant pool, a student must complete an application and interview and participate in an orientation process that will include an introduction to the school's mission and policies.

The Civicorps Corpmember Academy strives to serve all students that would like to attend while striving to maintain a gender balance in its classrooms. In the event that the number of students seeking admission to any grade or class exceeds capacity, the Academy shall have the right to grant priority in admissions to siblings of current students, children of staff, and residents of the charter granting District or county. The Academy may also grant admission preference to school founders, as defined by the school's governing board, provided that students admitted under a founders' preference shall not constitute more than 25 percent of the school's enrollment. If more applications are received than there are available slots, a public, random lottery will be held to determine enrollment.

By October 1 of each year, Civicorps Corpmember Academy will notify the District in writing of the application deadline and proposed lottery date. Civicorps Corpmember Academy will ensure that all application materials will reference these dates as well as provide complete information regarding application procedures, key dates, admission preferences and requirements consistent with the approved charter.

Parents and students will be informed of their entrance into the Civicorps Corpmember Academy via the public lottery session or by phone or mail if they are not present at the lottery. Based on the lottery, a wait list will be formed and as openings become available, students on the waitlist will be given preference to enroll in the school. Once admitted, students need not apply each year. However, if students should leave the school and do not have a sibling enrolled or parent on staff, the student will need to enter the lottery process again.

**Element 9: ANNUAL FINANCIAL AUDITS**

*Describe “(t)he manner in which annual, independent, financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which the audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority” [California Education Code Section 47605(b)(5)(I)].*

*In order to ensure the necessary oversight and review of mandated reports for which the authorizer must determine fiscal health and sustainability, the following schedule of reporting deadline to the District will apply each year of the term of this charter;*

- o September 1 – Final Unaudited Financial Report for Prior Year*
- o December 1 – Final Audited Financial Report for Prior Year*
- o December 1 – First Interim Financial Report for Current Year*
- o March 1 – Second Interim Financial Report for Current Year*
- o June 15 – Preliminary Budget for Subsequent Year”*

The Civicorps Board of Directors uses sound budgetary monitoring and oversight processes including the development of balanced budget plans prior to each fiscal year as well as cash flow plans and projections. In compliance with California Education Code section 47605(b)(5)(I), Civicorps, at its own expense, contracts for the services of an independent certified public accountant to conduct an annual financial audit of the school’s financial statements, internal controls, and attendance accounting records and practices. The audit will follow generally accepted accounting principles. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in any applicable Office of Management and Budget Circulars.

It is anticipated that the annual audit will be completed within six months of the close of the fiscal year and submitted to the Civicorps Board of Directors for review and approval by December 1 of each year. The results of the audit will be sent to the Charter School liaison of the Oakland Unified School District, the District’s Administrative Director of Business services or designated staff and other entities as required by law (such as Alameda County Office of Education, Office of the State Controller and the California Department of Education). The Civicorps Board of Directors Finance Committee will review any audit exceptions in a timely manner and issue an acceptance of the audit to the organization’s full Board of Directors along with recommendations on how exceptions will be resolved. All exceptions and deficiencies will

be communicated to the District in a timely manner, and any disputes regarding the resolution of audit exceptions and deficiencies will be referred to the dispute resolution process.

The Civicorps Corpmember Academy Charter School will receive funding according to the California Education Code and other relevant laws and any funds due to the school from the District shall be forwarded to Civicorps in a timely manner. During the term of this charter petition, the Civicorps Corpmember Academy and the District will attempt to negotiate in good faith to develop a Memorandum of Understanding that clarifies the financial relationship between the two entities.

*Civicorps Corpmember Academy agrees to observe and abide by the following terms and conditions as a requirement for receiving and maintaining their charter authorization:*

- *Civicorps Corpmember Academy is subject to District oversight.*
- *The District's statutory oversight responsibility continues throughout the life of the charter and requires that it, among other things, monitor the fiscal condition of Civicorps Corpmember Academy.*
- *The District is authorized to revoke this charter for, among other reasons, the failure of Civicorps 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 Civicorps Corpmember Academy books, records, data, processes and procedures through the Office of Charter Schools or other means. The audit may include, but is not limited to, the following areas:*

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

*Civicorps Corpmember Academy shall cooperate fully with such audits and to make available any and all records necessary for the performance of the audit upon 30 day's notice to Civicorps Corpmember Academy. When 30 days notice may defeat the purpose of the audit, the District may conduct the audit upon 24 hour's notice.*



*In addition, if an allegation of waste, fraud or abuse related to Civicorps Corpmember Academy operations is received by the District, Civicorps Corpmember Academy shall be expected to cooperate with any investigation undertaken by the Office of Charter Schools, at District cost. This obligation for the District to pay for an audit only applies if the audit requested is specifically requested by the District and is not otherwise required to be completed by Civicorps Corpmember Academy by law or charter provisions.*

## **ADMINISTRATIVE SERVICES**

*The District may charge for the actual costs of supervisory oversight of Civicorps Corpmember Academy not to exceed 1% of the charter school's revenue, or the District may charge for the actual costs of supervisory oversight of the Charter School not to exceed 3% if Civicorps 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.*

## **Element 10: SUSPENSION AND EXPULSION PROCEDURES**

*A statement describing "(t)he procedures by which students can be suspended or expelled" [California Education Code Section 47605(b)(5)(J)].*

## **REQUIRED NOTIFICATION TO DISTRICT**

*Civicorps Corpmember Academy shall notify, within 30 days, the superintendent of the school district of any pupil who is expelled or leaves Civicorps without graduating or completing the school year for any reason. The school district notified shall be determined by the pupil's last known address. Civicorps shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information, pursuant to Education Code Section 47605(d)(3).*

*Civicorps Corpmember Academy shall define any student dismissal under the Charter School's disciplinary procedure, or termination of a student's right to attend Civicorps Corpmember Academy under its disciplinary procedure, as an "expulsion" under the Education Code.*

The Civicorps Corpmember Academy is responsible for all disciplinary matters independent of the OUSD. Student discipline, including suspension and expulsion, will be handled by the charter school administration, in accordance with the Corpmember Handbook and the policies of the Civicorps Corpmember Academy. These policies include detailed written guidelines that describe expectations for staff and student conduct with regard to attendance, performance, respectful communication, alcohol and substance abuse, and violence. Students who violate these guidelines may be subject to suspension from job training, long-term suspension, or other disciplinary action as articulated in the Corpmember and Staff Handbooks. All disciplinary

policies reflect relevant laws protecting the constitutional and statutory rights of students generally and of disabled and other protected classes of students. All students and their parents/guardians will be introduced to the Academy's discipline policies during parent and student orientations. The policies will be reviewed periodically and modified when necessary. The School will notify the District of any expulsions and will account for suspended or expelled students in its average daily attendance as required by law.

*In the case of a special education student, or a student who receives 504 accommodations, Civicorps Corpmember Academy will ensure that it makes the necessary adjustments to comply with the mandates of State and federal laws, including the IDEA and Section 504 of the Rehabilitation Plan of 1973, regarding the discipline of students with disabilities. Prior to recommending expulsion for a Section 504 student or special education student, the charter administrator will convene a review committee to determine 1) if the conduct in question was caused by, or had a direct and substantial relationship to the child's disability; or 2) if the conduct in question was the direct result of the LEA's failure to implement the 504 plan or IEP. If it is determined that the student's misconduct was not caused by or had direct and substantial relationship to the child's disability or the conduct in question was not a direct result of the LEA's failure to implement the 504 plan or IEP, the student may be expelled.*

**Element 11: EMPLOYEE RETIREMENT SYSTEMS**

*A statement of whether charter school staff will participate in California's State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), or federal social security [California Education Code Section 47605(b)(5)(K)].*

Civicorps has established a retirement system in lieu of existing public employment retirement systems, according to the policies established by the Civicorps Board of Directors. The Staff Retirement System consists of the federal social security system and a 403(b) plan through Nationwide. All employees are eligible for the 403(b) plan once they have attained age 21 and have completed one year of service during which 1,000 or more hours of service were completed. All eligible employees can make voluntary contributions on a pre-tax basis. In addition, Civicorps will contribute a percentage of the eligible employee's annual salary following the fulfillment of the eligibility requirements, depending on funds available.

Civicorps retains the option to elect to allow eligible charter school staff to participate in the State Teachers Retirement System and/or Public Employees Retirement System in the future. If the school should opt to participate in the STRS or PERS systems, the OUSD shall cooperate as necessary to forward any required payroll deductions and related data. The school shall apply to the OUSD for a reasonable fee for the provision of such services. If the school elects to have teachers participate in the STRS or PERS systems, then all teachers will do so.

**Element 12: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES**

*A statement of “public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools” [California Education Code Section 47605(b)(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 LEA.*

**Element 13: RIGHTS OF DISTRICT EMPLOYEES**

*A description of the rights and return rights of district employees who leave the district to work in a charter school [California Education Code 47605(b)(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 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 will be administered in accordance with applicable collective bargaining agreements and any applicable judicial rulings.*

**Element 14: MANDATORY DISPUTE RESOLUTION**

*A statement describing “procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter” [California Education Code 47605(b)(5)(N)].*

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

*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 ombudsperson for situations in which the school leader is the subject of the complaint. 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*

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*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 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.*

*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.*

The intent of the Civicorps Corpmember Academy Dispute Resolution Process is to resolve disputes within the school pursuant to the school's policies and to ensure a fair and timely resolution to disputes relating to provisions of this charter and to minimize the burden on the District.

*The staff and Governing Board members of Civicorps Corpmember Academy agree to attempt to resolve all disputes between the District and Civicorps 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 Civicorps 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 agreement, except any controversy or claim that in any way related to revocation of this 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(c), 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, by facsimile, or by certified mail. The Written Notification shall be deemed received (a) if personally delivered, upon date of delivery*

to the address of the person to receive such notice if delivered by 5:00 PM or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail. All written notices shall be addressed as follows:

To Charter School, c/o School Director:  
Civicorps Corpmember Academy  
Oakland, CA

To Coordinator, Office of Charter Schools:  
1000 Broadway, 6th Floor, Suite 639  
Oakland, CA 94607

(2) A written response (“Written Response”) shall be tendered to the party providing the Written Notification within twenty (20) business days from the date of receipt of the Written Notification. The Written Response shall state the responding party’s position on all issues stated in the Written Notification and set forth all facts which the responding party believes supports its position. The Written Response may be tendered by personal delivery, by facsimile, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00p.m., or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail. 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...

(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

### **Internal Dispute Resolution**

Disputes arising from within the school, including those among and between students, staff, parents, volunteers, community partners, consultants and governing board members of the school, shall be resolved pursuant to policies and processes developed by the school. The District shall not intervene in any such internal disputes without the consent of the governing

board of the school. The District shall refer any complaints regarding such disputes to the governing board/or executive director of the school for resolution pursuant to the school's policies. The District agrees not to intervene or become involved in the dispute unless the dispute has given the District reasonable cause to believe that a violation of this charter or related laws or agreements has occurred or the governing board of the school has requested the district to intervene in the dispute. Please see Appendix for a more detailed description of the dispute resolution process contained in the Civicorps Staff Handbook regarding internal disputes.

**Element 15: CHARTER SCHOOL CLOSURE PROCEDURES**

*A description of the procedures to be used if the charter school closes. The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records [California Education Code 47605(b)(5)(P)].*

**REVOCATION OF THE CHARTER**

*The District may revoke the Charter if Charter School commits a breach of any provision set forth in a policy related to charter schools adopted by the District Board of Education and/or any provisions set forth in the Charter Schools Act of 1992. The District may revoke the charter of Charter School if the District finds, through a showing of substantial evidence, that Charter School did any of the following:*

- Charter School committed a material violation of any of the conditions, standards, or procedures set forth in the Charter.*
- Charter School failed to meet or pursue any of the pupil outcomes identified in the Charter.*
- Charter School failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.*
- Charter School violated any provision of law.*

*Prior to revocation, and in accordance with Education Code section 47607(d) and state regulations, the OUSD Board of Education will notify Charter School in writing of the specific violation, and give Charter School a reasonable opportunity to cure the violation, unless the OUSD Board of Education determines, in writing, that the violation constitutes a severe and imminent threat to the health or safety of the pupils. Revocation proceedings are not subject to the dispute resolution clause set forth in this Charter.*

*Pursuant to AB 97, charter schools may be identified for assistance based on state evaluation rubrics and be subject to revocation pursuant to Education Code section 47607.3.*

**CLOSURE ACTION**

*The decision to close Charter School, either by the governing board of Charter School or by the OUSD Board of Education, must be documented in a "Closure Action". A Closure Action shall*

be deemed to have been automatically taken when any of the following occur: the Charter is revoked (subject to the provisions of Education Code section 47607(i)) or non-renewed by the OUSD Board of Education; the governing board of Charter School votes to close Charter School; or the Charter lapses.

#### **CLOSURE PROCEDURES**

The procedures for charter school closure set forth below are guided by Education Code sections 47604.32, 47605, and 47607 as well as California Code of Regulations, title 5, sections 11962 and 11962.1, and are based on “Charter School Closure Requirements and Recommendations (Revised 08/2009)” posted on the California Department of Education website. All references to “Charter School” apply to Charter School, including its nonprofit corporation and governing board.

#### **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 OCS. Charter School shall provide the OCS with written notice of the person(s) designated to be responsible for conducting and overseeing all closure activities and the funding for such activities. If the Closure Action is an act of Charter School, Charter School shall provide the OCS with a copy of the governing board resolution or minutes that documents its Closure Action.
2. Parents/guardians of all students, and all majority age and emancipated minor students, currently enrolled in Charter School within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written parent notification to the OCS.
3. Alameda County Office of Education (ACOE). Charter School shall send written notification of the Closure Action to ACOE by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the OCS.
4. The Special Education Local Plan Area (SELPA) in which Charter School participates. Charter School shall send written notification of the Closure Action to the SELPA in which Charter School participates by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the OCS.
5. The retirement systems in which Charter School’s employees participate. Within fourteen (14) calendar days of the Closure Action, Charter School shall notify, as applicable, the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), the Social Security Administration, and the Alameda County Office of Education of the Closure Action, and

*follow their respective procedures for dissolving contracts and reporting. Charter School shall provide a copy of this notification and correspondence to the OCS.*

*6. The California Department of Education (CDE). Charter School shall send written notification of the Closure Action to the CDE by registered mail within 72 hours of the Closure Action. Charter School shall provide a copy of this notification to the OCS.*

*7. Any school district that may be responsible for providing education services to the former students of Charter School. Charter School shall send written notification of the Closure Action within 72 hours of the Closure Action. This notice must include a list of potentially returning students and their home schools based on student residence. Charter School shall provide a copy of these notifications, if any, to the OCS.*

*8. All Charter School employees and vendors within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written employee and vendor notification to the OCS.*

*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 days of the effective date of closure, Charter School shall provide all employees with written verification of employment. Charter School shall send copies of such letters to the 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 the Charter Schools Division in accordance with the District procedures applicable at the time of closure. This list shall include the student's identification number, Statewide Student Identifier (SSID), birthdate, grade, full name, address, home school/school district, enrollment date, exit code, exit date, parent/guardian name(s), and phone number(s). If the Charter School closure occurs before the end of the school year, the list also shall indicate the name of the school to which each student is transferring, if known. This electronic master list shall be delivered to the OCS in the form of a CD or otherwise in accordance with District procedures.*

*4. Charter School must organize the original cumulative files for delivery to the District in two categories: active students and inactive students. Charter School will coordinate with the OCS for the delivery and/or pickup of student records.*

*5. 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 the OCS a copy of student attendance records, teacher gradebooks, Charter School payroll and personnel records, and Title I records (if applicable). Personnel records must include any and all employee records including, but not limited to, records related to performance and grievance.*

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 will notify Charter School and the authorizing entity of any liabilities Charter School owes the state, which may include overpayment of apportionments, unpaid revolving fund loans or grants, and/or similar 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 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.

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 budgets
2. Interim financial reports

3. *Second interim financial reports*
4. *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 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 wind-up 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:

- a. File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.
- b. File a Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63).
- c. Make final federal tax payments (employee taxes, etc.)
- d. File its final withholding tax return (Treasury Form 165).
- e. File its final return with the IRS (Form 990 and Schedule).

This Element 15 shall survive the revocation, 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.

## **CHARTER-RELATED ISSUES**

### **FACILITIES**

If Civicorps Corpmember Academy is using District facilities as of the date of the submittal of this charter petition, renewal petition, or request for material revision, or takes occupancy of District facilities prior to the approval of this charter petition, Charter School shall execute an agreement provided by the District for the use of the District facilities as a condition of the approval of the charter petition. If at any time after the approval of this charter petition, renewal petition, or request for material revision, Charter School will occupy and use any District facilities, Charter School shall execute an agreement provided by the District for the use of the District facilities prior to occupancy and commencing use. Charter School shall implement and

*otherwise comply with the terms of any and all applicable facilities use agreements between Charter School and the District.*

*Notwithstanding any provision of any existing agreement for the use of District facilities, no agreement for the use of District facilities shall automatically renew or extend its term with the renewal of the charter petition. The circumstances of Charter School's occupancy of District facilities may change over time such as, but not limited to, enrollment, programs, and the conditions of facilities, and the District has a vested interest in having an agreement that is appropriate for the situation.*

*Prop. 39 Single Year Co-Location Use Agreement shall be limited to one (1) school year and expire on the date stated in said instrument, unless otherwise agreed to by the District. There is no automatic renewal.*

*For any other use agreement, the term shall not exceed five (5) years or shall be co-terminus with the charter petition, whichever is shorter, and may be one (1) school year in duration, at the option of the District. Charter School and the District shall negotiate any modifications of the agreement with the goal of such amendment or new agreement being considered by the OUSD Board of Education with the renewal of the charter petition. If Charter School and the District cannot execute an agreement in time for such to be considered by the Board of Education with the renewal of the charter petition, the approval of the renewal of the charter petition shall be conditioned upon Charter School and the District executing an amendment to the existing use agreement or a new agreement no later than May 1st or within nine (9) months of the date of the Board of Education's approval of the renewal of the charter petition. During such time period Charter School shall be permitted to remain in occupancy of the District facilities under the terms and conditions of the immediately preceding, executed use agreement; provided, that if Charter School and the District cannot agree upon and execute an amendment or new use agreement by said deadline, Charter School shall vacate the District facilities on or before June 30th of said school year.*

*Charter School agrees that occupancy and use of District facilities shall be in compliance with applicable laws and District policies for the operation and maintenance of District facilities and furnishings and equipment. All District facilities (i.e. schools) will remain subject to those laws applicable to public schools.*

*In the event of an emergency, all District facilities (i.e. schools) are available for use by the American Red Cross and public agencies as emergency locations, which may disrupt or prevent Charter School from conducting its educational programs. If Charter School will share the use of District facilities with other District user groups, Charter School agrees it will participate in and observe all District safety policies (e.g., emergency chain of information and participation in safety drills).*

*The use agreements provided by the District for District facilities shall contain terms and conditions addressing issues such as, but not limited to, the following:*

- *Use: Charter School will be restricted to using the District facilities for the operation of a public school providing educational instruction to public school students consistent with the terms of the Charter and incidental related uses. The District shall have the right to inspect District facilities upon reasonable notice to Charter School.*
- *Furnishings and Equipment: The District shall retain ownership of any furnishings and equipment, including technology, (“F&E”) that it provides to Charter School for use. Charter School, at its sole cost and expense, shall provide maintenance and other services for the good and safe operation of the F&E.*
- *Leasing; Licensing: Use of the District facilities by any person or entity other than Charter School shall be administered by the District. The parties may agree to an alternative arrangement in the use agreement.*
- *Programs, Services, and Activities Outside Instructional Program; Third Party Vendors*
  - (i) *Any program, service, or activity provided outside the instructional program shall be subject to the terms and provisions of the use agreement, and, additionally, may require a license, permit, or additional agreement issued by the District. The term “instructional program” is defined, per Education Code section 47612 and 5 CCR section 11960, as those required educational activities that generate funding based on “average daily attendance” and includes those extracurricular programs, services, and/or activities that students are required to participate in and do not require the payment of any consideration or fee.*
  - (ii) *Any program, service, or activity requiring the payment of any consideration or fee or provided by a third party vendor (defined as any person or entity other than Charter School), whether paid or volunteer and regardless of whether such may be within the instructional program, shall be subject to the terms and provisions of the use agreement and such third party vendor shall be required to obtain a license, permit, or additional agreement from the District.*
- *Minimum Payments or Charges to be Paid to District Arising From the Facilities:*
  - (i) *Pro Rata Share: The District shall collect and Charter School shall pay a Pro Rata Share for facilities costs as provided in the Charter Schools Act of 1992 and its regulations. The parties may agree to an alternative arrangement regarding facilities costs in the use agreement; and*
  - (ii) *Taxes; Assessments: Generally, Charter School shall pay any assessment or fee imposed upon or levied on the OUSD facilities that it is occupying or Charter School’s legal or equitable interest created by the use agreement.*
- *Maintenance & Operations Services: In the event the District agrees to allow Charter School to perform any of the operation and maintenance services, the District shall have the*

right to inspect the District facilities, and the costs incurred in such inspection shall be paid by Charter School.

(i) *Co-Location: If Charter School is co-locating or sharing the District facilities with another user, the District shall provide the operations and maintenance services for the District facilities and Charter School shall pay the Pro Rata Share. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such in the use agreement.*

(ii) *Sole Occupant: If Charter School is a sole occupant of District facilities, the District shall allow Charter School, at its sole cost and expense, to provide some operations and maintenance services for the District facilities in accordance with applicable laws and OUSD's policies on operations and maintenance services for facilities and F&E. NOTWITHSTANDING THE FOREGOING, the District shall provide all services for regulatory inspections which as the owner of the real property it is required to submit, and deferred maintenance, and Charter School shall pay OUSD for the cost and expense of providing those services. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such services in the use agreement.*

- *Real Property Insurance: Prior to occupancy, Charter School shall satisfy requirements to participate in OUSD's property insurance or, if Charter School is the sole occupant of OUSD facilities, obtain and maintain separate property insurance for the OUSD facilities. Charter School shall not have the option of obtaining and maintaining separate property insurance for the OUSD facility IF Charter School is co-locating or sharing the OUSD facility with another user.*

#### *Non-District-Owned Facilities*

*Occupancy and Use of the Site: Prior to occupancy or use of any school site or facility, Charter School shall provide the OCS with a current Certificate of Occupancy or equivalent document issued by the applicable permitting agency that allows Charter School to use and occupy the site as a charter school. Charter School shall not exceed the operating capacity of the site and shall operate within any limitations or requirements provided by the Certificate of Occupancy and any applicable permit. Charter School may not open or operate without providing a copy of an appropriate Certificate of Occupancy to the OCS. If Charter School intends to move or expand to another facility during the term of this Charter, Charter School shall adhere to any and all District policies and procedures regarding charter material revision and non-material amendment. Prior to occupancy or use of any such additional or changed school site, Charter School shall provide an appropriate Certificate of Occupancy to the OCS for such facility. Notwithstanding any language to the contrary in this Charter, the interpretation, application, and enforcement of this provision are not subject to the Dispute Resolution Process outlined in Element 14.*

*Facility Compliance: Prior to occupancy or use of any school site or facility, Charter School shall provide adequate documentation to the OCS that the facility complies with all applicable*

*building codes, standards and regulations adopted by the city and/or county agencies responsible for building and safety standards for the city in which Charter School is to be located, federal and state accessibility requirements (including the Americans with Disabilities Act (ADA) and Section 504), and all other applicable fire, health, and structural safety and access requirements. This requirement shall also apply to the construction, reconstruction, alteration of or addition to the facility. Charter School shall resolve in a timely manner any and all corrective actions, orders to comply, or notices issued by the authorized building and safety agency or the District. Charter School cannot exempt itself from applicable building and zoning codes, ordinances, and ADA/Section 504 requirements. Charter School shall maintain on file readily accessible records that document facilities compliance and provide such documentation to the OCS upon request.*

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

*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.*

*If Civicorps, fails to submit a certificate of occupancy or other valid documentation to the District verifying that the intended facility in which the school will operate complies with Education Code Section 47610, not less than 30 days before the school is scheduled to begin operation pursuant to the first year of this renewal term, it may not commence operations unless an exception is made by the OCS and/or the local planning department or equivalent agency. If Civicorps moves or expands to another facility during the term of this charter, Civicorps shall provide a certificate of occupancy or other valid documentation to the District verifying that the intended facility in which the school will operate complies with Education Code Section 47610, to the District for each facility at least 30 days before school is scheduled to begin operations in the facility or facilities. Civicorps shall not begin operation in any location for which it has failed to timely provide a certificate of occupancy to the District, unless an exception is made by the OCS and/or the local planning department or equivalent agency. Notwithstanding any language to the contrary in this charter, the interpretation, application, and enforcement of this provision are not subject to the Dispute Resolution Process.*

**Term of Charter Petition.** The term of this charter shall begin on July 1, 2017 and this charter will expire five years thereafter.

Any amendments to this charter shall be made by mutual agreement of the Board of Directors of Civicorps Corpmember Academy and the Oakland Unified School District. Material revisions and amendments shall be made pursuant to the standards, criteria, and timelines in California Education Code Section 47605.



**DISTRICT IMPACT STATEMENT/CIVIL LIABILITY EFFECTS**

*Civicorps Corpmember Academy must submit its renewal petition to the Office of Charter Schools no earlier than 270 days before the charter is due to expire unless otherwise agreed by the Office of Charter Schools.*

*The District may revoke the charter of Civicorps Corpmember Academy in accordance with Education Code Section 47607, any successor provisions to section 47607, or other statutory provisions, if enacted after the date of the charter, regarding the revocation of charters.*

**Severability.** The terms of this charter are severable. In the event that any of the provisions are determined to be unenforceable or invalid, the remainder of the charter shall remain in effect unless mutually agreed otherwise by the Oakland Unified School District and the Civicorps Corpmember Academy Board of Directors. The District and the School agree to discuss and resolve any issues or differences relating to invalidated provisions in a timely, good faith fashion.

**FISCAL MATTERS**

*Cash Reserves*

*Charter School acknowledges that the recommended cash reserve is 5% of expenditures, as provided in section 15450, title 5 of the California Code of Regulations.*

*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.*

*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.*

#### *Internal Fiscal Controls*

*Charter School will develop and maintain sound internal fiscal control policies governing all financial activities.*

#### *Apportionment Eligibility for Students Over 19 Years of Age*

*Charter School acknowledges that, in order for a pupil over nineteen (19) years of age to remain eligible for generating charter school apportionment, the pupil shall be continuously enrolled in public school and make satisfactory progress toward award of a high school diploma. (Ed. Code § 47612(b).)*

#### *Local Control and Accountability Plan*

*In accordance with California Education Code sections 47604.33 and 47606.5, Charter School shall include in its annual update a “listing and description of the expenditures for the fiscal year implementing the specific actions included in the charter as a result of the reviews and assessment required by paragraph (1)” of section 47606.5(a). These expenditures shall be “classified using the California School Accounting Manual pursuant to Section 41010.” (Ed. Code § 47606.5(b).)*

**Potential Civil Liability Effects.** Civicorps provides the charter school's liability insurance; it does not expect the District to assume the debts or liabilities of the school. Civicorps Corpmember Academy maintains and augments as necessary its general liability (including board errors and omissions), property, workers compensation, unemployment, and automotive/vehicle insurance policies. Any liability claims against the school will be handled pursuant to the terms of the school's existing and longstanding insurance policies.

The Civicorps Corpmember Academy will be responsible for all supplies and equipment that it purchases. Any District property used by the charter shall be protected by insurance satisfactory to the district. The District shall have no responsibility for student losses, and the charter shall hold the District harmless for any such losses. The school will track attendance and performance and will provide the District with ADA and performance records. The Civicorps Corpmember Academy will assume all potential civil liability and will hold the District free of such responsibility.

**Financial Statements.** See Appendix

*Civicorps Corpmember Academy  
Charter School Petition  
Submitted to the Oakland Unified School District on January 25, 2017*

**Communications.** All official communication between the Civicorps Corpmember Academy and the Oakland Unified School District will be sent via First Class Mail or other appropriate means to the following addresses:

Civicorps Corpmember Academy  
101 Myrtle Street  
Oakland, CA 94607

Office of Charter Schools  
1000 Broadway, Suite 639  
Oakland, CA 94607

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## INTRODUCTION

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For 33 years, Civicorps has been rooted in a rich tradition of preparing youth for fully responsible citizenship and educating individuals to be active, contributing members of our democracy. First and foremost, we are a community school. We serve 18-26 year old members of the community who are ready to earn a high-school diploma, gain job skills, pursue college, and embark on family-sustaining careers. In recent years, Civicorps has expanded its conception of citizenry to reflect both local and global community participation. At Civicorps, “community” has truly supplanted terminology regarding citizenship as we warmly embrace a learner population that may be excluded from either the legal status or privileges of US citizenship.

From its inception, Civicorps Corpmember Academy has understood that the industrial age design of traditional educational institutions was not serving our community of learners. We launched in 1995 as a pioneer in reimagining 21st century education, harnessing the charter system to fulfill its purpose: innovating education to better serve students. We embarked on a student-centered educational and service/work-based model that would meet the needs of students who were not fully served by the traditional system as evidenced by their having left the K-12 system before completion. We specified a portfolio model that emphasized equally a diverse array of skills and dispositions beyond academic knowledge. Academic Skills, Life Skills, Communication, Community Participation and Employability, became the standards against which we determined a student's readiness for high school graduation.

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Since our last charter renewal, OUSD and the State of California have adopted the Common Core State Standards, co-sponsored by the Council of Chief State School Officers. These standards and the vision of the Council deeply align with our well-tested model of student-centered educational and work-based experiences that serve the whole student. In 2014, an initiative of the Council released “A Transformational Vision for Education in the US” that wholeheartedly reflects our own vision and model. In particular, four key points resonated most strongly with our educational values, vision and model.

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While we knew a reimagined education system would not be a panacea for poverty and the other forms of systemic disadvantage facing our learners, we challenged ourselves to envision a system designed to meet all learners where they are and allow each to reach his or her full potential.

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At Civicorps we recognize these systemic challenges and address them head-on with a full-service support team that aims to mitigate them through housing, food, college, career, counseling and special education supports.

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In this future, the education system is structured with the learner at its center. Learners seek mastery not only of core knowledge but also of skills and dispositions that promote lifelong success.

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Our portfolio requirements allow each individual to earn his or her diploma through engaging in personalized learning projects based on learning outcomes aligned to OUSD graduation

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requirements, Common Core State Standards and Peralta Community College student learning outcomes. As stated previously, core knowledge is only part of the student's portfolio as are communication, life skills, employability and community participation. In order to graduate, students must demonstrate specific skills and dispositions which will be outlined in greater detail in the educational program. All instruction is student-centered and teachers work to differentiate not only varied academic skill levels but learning modalities as well.

3

We envision a learner-centered system in which all children thrive, are able to deeply engage in their own communities, their nation, and the global community, and are prepared and excited for their future.

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Community is key at Civicorps and it is woven into the fabric of every student experience. We provide a safe, supportive community for our students and require that students dedicate their time and talents toward giving back to theirs.

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[Education's purpose:] To enable all children to fulfill their full potential as empowered individuals, constructive members of their communities, productive participants in the economy, and engaged citizens of the US and the world.

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Our model aims to serve and empower all youth learners regardless of legal status and previously demonstrated academic ability. We serve a population of low-income students of color who have struggled with the effects of systemic oppression in their lives, many of whom are formerly incarcerated, currently homeless, and under-employed while raising children. Despite these challenges, we hold and demonstrate high expectations for our students, who exhibit their persistence, creativity, ingenuity, and talents every day at Civicorps. The Civicorps Corpmember Academy is a full-service community school and multi-program nonprofit educational organization located in Oakland, California. Serving 18-24 year old disconnected youth, the Civicorps Corpmember Academy is committed to the development of the whole student so that our youth enter adulthood prepared to be fully responsible citizens. This enriched understanding of citizenship connects the inner and outer lives of students and affirms the rights and responsibilities of individuals who work to promote the common good. Since opening its doors over 28 years ago, Civicorps (formerly the East Bay Conservation Corps) has been a leader in developing innovative models to serve youth and communities through education reform, youth development, environmental stewardship and service. Civicorps Academy's comprehensive program model enhances participants' academic, leadership, employment and life skills, self-esteem, civic responsibility and environmental awareness. Through service learning—the practice of linking academic learning with service that meets real community needs—students apply and advance their academic learning through serving their community. This arrives at the heart of the civic mission of public education: educating and preparing individuals to be active, contributing members of our democracy.

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Civicorps, formerly Civicorps Schools, received its original K-12 charter in 1995. Civicorps Corpmember Academy, opened in 1996. The charter was renewed in 2000, 2006, and in

*Civicorps Corpsmember Academy  
Charter School Petition  
Submitted to the Oakland Unified School District on ~~October 26, 2011~~ January 25, 2017*

2011 the charter was renewed again and is valid for the Civicorps Corpsmember Academy through June 2017. As with previous Civicorps charters, this petition meets the intent of California charter school law.

The design of the charter for the Civicorps Corpsmember Academy consolidates years of experience working with this young adult population along with data on effective learning practices and insight from experts in the field. It continues to be based on the philosophies of the founding charter but expands on those concepts to explore the extent to which service and community engage disenfranchised and marginalized youth populations so that they can succeed in life, college and career. There are no significant structural or instructional changes from the original charter which was specifically created to best serve our students and communities. The current structure includes a calendar of year-round instruction, the continuation of the "Learning Academy", the continued inclusion of the former Alternative Schools Accountability Measures (ASAM) and the strong presence of student support services to address unmet needs that hinder student success.

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The Civicorps Corpsmember Academy serves the student population of 18-26 year olds seeking to complete a high school education at the 101 Myrtle Street site in West Oakland. Civicorps Schools received its original K-12 charter in 1995. The first school site, the Corpsmember High School, opened in 1996. The charter was renewed in 2000, and the K-5 school site was launched in 2001. In 2006, the charter was renewed again and is valid for the Corpsmember Academy through June 2012. As with previous Civicorps charters, this petition meets the intent of California charter school law.

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The practices of academic rigor, service and citizenship, and specifically how those commitments can help to stimulate individuals and communities, serve to unify each of the Civicorps schools including the K-5 school and the Corpsmember Academy. However, after careful review of student and community needs at the different school sites—in particular the school calendar and student assessment systems—the Civicorps Board of Directors decided that each school would be better served with distinct charters.

The design of the charter for the Civicorps Corpsmember Academy is a culmination of years of experience working with this young adult population along with data on effective learning practices and insight from experts in the field. It continues to be based on the philosophies of the founding charter but expands on those concepts to explore the extent to which service and citizenry can serve to reconnect and reengage a disenfranchised and marginalized population so that they can succeed academically and professionally. There are no significant structural or instructional changes from the original charter which was specifically created to best serve our students and communities. The current structure includes a calendar of year-round instruction, the continuation of "Learning Academies", the inclusion of Alternative Schools Accountability Measures (ASAM) and the strong presence of student support services to address unmet needs that are currently hindering student success.

The Corpsmember Academy will continue to serve the student population of

~~18-24 year olds seeking to complete a high school education at the 101 Myrtle Street site in West Oakland.~~

**Element 1: A. EDUCATIONAL PROGRAM**

*A description of the educational program of the school, designed, among other things, to identify those whom the 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.*

*If the proposed school will serve high school pupils, a description of how the charter school will inform parents about the transferability of courses to other public high schools and 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 of the California State University as creditable under the “A” to “G” admissions criteria may be considered to meet college entrance requirements [California Education Code Section 47605(b)(5)(A)(i) and (ii)].*

*In accordance with SB 1290, Civicorps Corpsmember Academy pupil outcomes related to annual academic achievement goals will be set and disaggregated by all major subgroups identified in Education Code section 52052; including race/ethnicity, socio-economic status (SES), English Learner status, and Special Education designations, in the state priorities that apply for the grade levels served or the nature of the program operated, as well as the specific annual actions to achieve those goals, any additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those additional goals.*

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*Charter School acknowledges and agrees that it must comply with all applicable laws and regulations related to AB 97 (Local Control Funding Formula), as they may be amended from time to time, which include the requirement that 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 sections 47604.33 and 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(b)(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. Charter School shall comply with all 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 annual update.” (Ed. Code § 47606.5(e).)*

*Civicorps Corpsmember Academy’s pupil outcomes, disaggregated by major subgroups in compliance with Education Code section 47607(b)(5)(A)(ii), are as follows:*

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**Student Population to Be Served**



Central to its mission to reinvest in the civic purpose of public education and to provide a rigorous educational experience for students of all abilities, the Civicorps Corpmember Academy actively recruits a student body that brings together the socio-economic and ethnic diversity of Oakland and the broader San Francisco Bay Area including high school students who have been the most underserved—~~young adults who have not sueeeded in completed the~~ traditional education system due to a variety of factors including parenthood, homelessness, violence, poverty, involvement in the criminal justice system, among others.

~~Admission to the Civicorps Corpmember Academy is open to any resident of California. To remain eligible for generating charter school apportionment, a student over 19 years of age must be continuously enrolled and make satisfactory progress towards the awarding of a high school diploma [Ref. Education Code §47612(a)]. Title V, California Code of Regulations §11965 defines “satisfactory progress” as the progress needed for completion of the substance of a course of study required for graduation at the chartering school district’s own schools. This progress must: 1) be uninterrupted; 2) consist of passing grades; and 3) be at a rate at least adequate to allow the pupil to successfully complete the full program in the time that the chartering school district allows for its own schools.~~

~~The Civicorps Corpmember Academy serves youth ages 18-26 who have left the traditional education system without graduating and who are residents of Alameda and Contra Costa counties. Most of our high school students live in low-income communities along the Richmond to Hayward corridor in Alameda County. In July 2016 the student population was 65% male, 34% female, 1% other gender, 61% African-American, 26% Latino, 9% Asian/Pacific Islander, 4% two or more races,. Currently, 11% of our students are English Language Learners. As students in our charter school, 99% are eligible for the free and reduced price lunch program in the public schools. Almost universally, corpmembers come to us with significant academic skill deficits after leaving their previous public schools. Levels of student literacy for native English speakers range from 4th grade equivalency through 12th grade equivalency with the average grade equivalency between 6th and 8th grade.~~  
~~The Civicorps Corpmember Academy serves youth ages 18-24 who have left the traditional education system without graduating and who are residents of Alameda and Contra Costa counties. Most of our high school students live in low income communities along the Richmond to Hayward corridor in Alameda County. In July 2011 the student population was 69% male, 84% African American, 5% Latino, 4% Asian/Pacific Islander, 4% two or more races, and 2% White. Two percent are Spanish monolingual; another 4% are Spanish/English bilingual; and 2% are bilingual in other languages and English. As students in our charter school, 97% are eligible for the free and reduced price lunch program in the public schools. Almost universally, corpmembers come to us having done poorly in the public schools. Levels of student literacy for native English speakers range from 2<sup>nd</sup> grade equivalency through 12<sup>th</sup> grade equivalency with the average grade equivalency between 4th and 5th grade.~~

~~Many students who come to Civicorps to complete their high school requirements face serious challenges to employability and productivity due to criminal records, early~~

~~parenthood, learning disabilities, and homelessness. On average, one-third to one-half are parents and must take care of their own children. Presently 24% of our corps members have unstable or no housing. Approximately 50% have had involvement in the criminal justice system, and 30% are currently on probation. Students who come to Civicorps to complete their high school requirements face serious challenges to employability and productivity due to criminal records, early parenthood, learning disabilities, and homelessness. On average, one-third to one-half are parents and must take care of their own children. Up to 30% of our corpmembers have unstable or no housing. Approximately 40% have had involvement in the criminal justice system, and 30% are currently on probation.~~ In most cases, the ~~Corpmember Academy~~ Civicorps Corpmember Academy's open entry-open exit education/service program provides their first highly disciplined work experience and a chance to ~~resurrect~~ revive their education and employability. ~~The~~ A unique value of the program is the opportunity for students to attend school while earning money working part-time on environmental projects in the community.

The Civicorps Corpmember Academy currently resides at 101 Myrtle Street in West Oakland and is specifically designed to meet the needs of the students and includes classrooms, a large community space, student computer lab, a career center and a ~~teacher~~ resource room. The space is easily accessible by public transportation and is large enough to accommodate growth plans for the ~~Corpmember Academy~~ Civicorps Corpmember Academy. The Civicorps administrative offices are also located at the Myrtle Street site.

School Site	<del>2016-</del> <u>2012-13</u>	<del>2013-14</del> <u>2017-18</u>	<del>2014-15</del> <u>2018-19</u>	<del>2015-16</del> <u>2019-20</u>	<del>2016-17</del> <u>2020-21</u>
<del>Corpmember Academy</del> <u>Civicorps Corpmember Academy</u> Total Projected School Enrollment	<del>120</del> <u>100</u>	<del>130</del> <u>120</u>	<del>140</del> <u>130</u>	<del>160</del> <u>130</u>	<del>180</del> <u>130</u>

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**What it Means to be a 21st Century Educated Person**

Civicorps' mission is to re-engage young adults to earn a high-school diploma, gain job skills, pursue college, and embark on family sustaining careers  
 Our mission is based on the fundamental belief that an educated citizenry is the cornerstone of a healthy democracy. An educated person is responsible for oneself and for others; participates thoughtfully and passionately in the life of the community; is well prepared for employment and the demands of the workplace; and builds and protects the common good—the institutions that permit society to be healthy and to thrive. Citizenship is grounded in the attitude that everyone should be part of the solution in addressing issues and concerns that affect personal, community and public well being. To be an educated person in the 21st century, public schools need to instill in our youth the notion that life is about giving rather than getting; that rights are tied to responsibilities; and that democracy is not just a philosophical construct but a way of living and

~~getting things done—that the whole is indeed greater than the sum of the parts.~~ The Civicorps Academy ~~Civicorps Corpmember Academy~~ has always believed that young people must be an integral part of every solution to our nation’s problems. Since ~~inception in~~ 1983, we have espoused the belief that everyone should have the opportunity, support and education to serve and to help others. We wish to ensure that all of our ~~citizens~~ students can fully participate in the future.

~~In particular, we believe in Ernest Boyer's description of what it means to be “educated”:~~

~~It means developing one’s own aptitudes and interests and discovering the diversity that makes us unique. And it means becoming permanently empowered with language proficiency, general knowledge, social confidence, and moral awareness. It also means discovering the connectedness of things. It means respecting the miracle of life and responding sensitively to the aesthetic. Being truly educated means putting learning in the historical perspective, understanding groups and institutions, having reverence for the natural world, and affirming the dignity of work. And, above all, being an educated person means being guided by values and beliefs and connecting the lessons of the classroom to the realities of life.~~

~~(Toward a Coherent Curriculum, 1995)~~

~~More specifically, the Civicorps Corpmember Academy will enable its pupils to become self-motivated, competent, lifelong learners in the 21<sup>st</sup> century by requiring all students to become proficient in each of the following three literacies which are explained in more detail in Element B: Student Outcomes:~~

~~*Academic Literacy*~~

~~Academic Literacy is defined as the ability to read, write, speak, calculate, reason, and conduct processes of inquiry with clarity and precision.~~

~~*Artistic Literacy*~~

~~Artistic Literacy is defined as the ability to learn and creatively express oneself through the visual, performing, literary arts, and technology.~~

~~*Civic Literacy*~~

~~Civic literacy is defined as the ability to "let your life speak" by participating thoughtfully, responsibly, and passionately in the life of the community with concern for the common good.~~

~~Further aligned with the *Transformational Vision for Education in the US*, our educational program aims for the following components outlined in ~~it~~ what the *Vision* calls a “Learner-Centered Paradigm”:~~

- Learner-centric: All components are designed for the education experience to be adaptable to the needs and potential of each learner and supports the highest possible outcomes for each and every learner
- Personalized learning that is competency-based and has a wide range of learning environments and adult roles
- Learning experiences enable learners to develop their knowledge, skills, and dispositions in a relevant and contextualized manner
- Learners are embedded in a network of stable and supportive relationships with adults and are encouraged to learn through self-directed discovery, with their peers, and with the guidance of adults

For our students to succeed and thrive, their learning experiences must support them to be flexible learners. We believe that this can be accomplished through three primary domains: knowledge, skills, and dispositions.

The below chart includes our description of each of these domains and a set of examples adapted from the work of the Council of Chief State School Officers.

<u>Knowledge</u>	<u>Skills</u>	<u>Dispositions</u>
<u>The theoretical or practical understanding of someone or something.</u>	<u>The capacities and strategies that enable learners to apply knowledge to novel situations, engage in higher order thinking, problem solve, collaborate, communicate effectively, and plan for the future.</u>	<u>The behaviors and ways of being that contribute to learners fulfilling their full potential.</u>
<ul style="list-style-type: none"> <li>• <u>World class standards</u></li> <li>• <u>Career and technical education</u></li> <li>• <u>Other content areas and essential literacies</u></li> <li>• <u>Global competence</u></li> <li>• <u>Applied knowledge</u></li> </ul>	<ul style="list-style-type: none"> <li>• <u>Learning how to learn</u></li> <li>• <u>Time/goal management</u></li> <li>• <u>Critical thinking</u></li> <li>• <u>Problem solving</u></li> <li>• <u>Working collaboratively</u></li> <li>• <u>Communicating effectively</u></li> <li>• <u>Metacognition</u></li> <li>• <u>Self/social awareness and empathy</u></li> <li>• <u>Creativity &amp; innovation</u></li> </ul>	<ul style="list-style-type: none"> <li>• <u>Agency (self-efficacy)</u></li> <li>• <u>Curiosity</u></li> <li>• <u>Initiative</u></li> <li>• <u>Resilience</u></li> <li>• <u>Adaptability</u></li> <li>• <u>Persistence</u></li> <li>• <u>Leadership</u></li> <li>• <u>Ethical behavior and civic responsibility</u></li> <li>• <u>Self-control</u></li> </ul>

To ensure development in these three domains for all learners, we envision learning experiences characterized by the following elements:

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Competency - Based

Competency-based learning recognizes that all learners are unique and that different learners progress at different paces. It allows the system structure to support variation of learning speeds in accordance with each learner's specific challenges and needs.

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Personalized, Relevant and Contextualized Learning

Learning experiences are leveraged to bridge gaps and meet learning challenges designed to expand interests, opportunities, and perspectives; and to be responsive to learners' passions. At the same time, they are rooted in real-world contexts and empower the learner to demonstrate his or her learning in a variety of authentic ways and settings. Personalized, relevant, and contextualized learning also acknowledges that different learners face different challenges to learning, whether in health, safety, economic situation, emotional wellbeing, social interactions, or competency development. Those challenges are both identified and addressed so that the learner is adequately supported, thus ensuring that his or her current life situation does not constrain the breadth or depth of learning.

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Community Embedded

Community embedded learning is rooted in meaningful relationships with staff, teachers, family, and community members and is grounded in community participation and social interaction. It values face-to-face contact, as well as opportunities to connect virtually, and recognizes the significance of establishing continuity in youth's lives through the development of stable relationships. Independent exploration and practice; collaborative group work; structured, intentional instruction; and structured and cooperative interactions, among other experiences, are integrated to develop learners' competencies.

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Open- Walled

Open-walled learning acknowledges that learning happens at many times and in many places and intentionally leverages its expansive nature in the learner's development of competencies. It creates and takes full advantage of opportunities in a variety of communities, settings, times, and formats including through service learning, community service and participation in the democratic process.

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To accomplish this mission, the school has designated ten school-wide student outcomes that outline what we intend for all Civicorps Corpmember Academy graduates to know and be able to do upon promotion from our school. These outcomes state that all students will be able to understand and demonstrate:

1. The ability to effectively and critically read, critique, and appreciate a range of literature, sources, and data.
2. The ability to communicate effectively and creatively — with a range of audiences — through writing, speaking, listening, and the use of visual forms.
3. The ability to problem solve using multiple strategies, mathematical logic and language, and the use and real-world applications of mathematical concepts and processes.

- ~~4. The processes and methods of scientific inquiry (including experimentation, data collection, analysis, problem solving, and writing/communication), and real world applications of scientific concepts, thinking skills, technologies, and processes.~~
- ~~5. The ability to research, investigate, describe, and analyze present and historical events from multiple perspectives and apply historical concepts, thinking skills, and processes to real world situations.~~
- ~~6. An appreciation and skillful use of the arts as a tool for understanding/meaning-making, creative problem-solving, expression, and communication.~~
- ~~7. An appreciation and skillful use of technology to facilitate and/or enhance learning, expression, and communication.~~
- ~~8. Positive health habits and behaviors/strategies for maintaining mental and physical wellness.~~
- ~~9. An appreciation of community as well as skills for responsible participation and leadership within a variety of interdependent community contexts.~~
- ~~10. An appreciation of the diversity of “ways of being” in the world as well as skills for identifying, pursuing, building, and maintaining full, rich, and meaningful lives.~~

We believe that these student outcomes are necessary to prepare students for citizenship, college and career. They will be discussed in more detail in Element B: Student Outcomes.

### **How Learning Best Occurs: Educational Philosophy and Practices**

The educational philosophy of the Civicorps Corpsmember Academy draws from a passionate belief that public schools were created to educate citizens who actively participate in a democracy. From the writings of educational philosophers such as John Dewey, we draw inspiration for an educational philosophy that is grounded in learning that is active and experiential, integrated in its curriculum focus, supportive of students’ holistic development and focused on the larger purposes of preparing students to actively participate in society as citizens, workers and environmental stewards.

To put our educational philosophy into practice, we have designed an instructional program that incorporates several proven methods of instruction to fulfill our mission of serving the whole person. This program will serve all students including young adults with exceptional needs through implementation of the following practices:

- ~~1. Service and Project Based Learning~~
- ~~2. Caring School Community~~
- ~~3. Arts and Technology Integration~~
- ~~4. Authentic Assessment~~
- ~~5. Community Internships and Work Experience~~
- ~~6. 21<sup>st</sup> Century Skills~~

#### ***1. Service Learning***

Service learning, the teaching strategy central to the Civicorps Corpsmember Academy's mission and guiding principles, links academic learning through the medium of service to real life needs in the school and the larger community. It is a learned activity involving planning, action, reflection and evaluation. As such, we weave it into the fabric of our academic life and every student is provided with developmentally appropriate opportunities to give back to the community. Its value is truly democratic, offering every student the opportunity to practice citizenship and leadership by doing real work in their communities. Service acts as a catalyst that alters the dynamics of a traditional classroom, strengthens academic performance and transforms the tone of a school. Service is reinforced through all elements of the curriculum and is also a graduation requirement for Corpsmember Academy students.

### ***2. Caring School Community***

In order to provide our students with the knowledge and skills needed to become active and responsible citizens, we intentionally organized the Civicorps Corpsmember Academy to foster a caring school community. Research suggests that small schools and a caring environment are very important to nurture students' academic, social and emotional development. School size is small, and student to teacher ratios are no more than 20:1 so that school administrators, teachers and students can get to know each other well. We make very conscious attempts to build community at both the classroom and school wide levels so that students and teachers can participate fully in the life of the school as a community. The manner in which the school is governed, conflicts are managed and resources are allocated becomes central to our sense of community. Participation in school becomes, in effect, a dress rehearsal in participatory democracy, a model community. Weekly community meetings which explore local issues, celebrate accomplishments and explore area resources and current events directly serve this goal.

### ***3. Arts and Technology Integration***

The Civicorps Corpsmember Academy strongly supports arts education in at least two ways. First, art is seen as a subject in its own right for students to understand and demonstrate an appreciation and skillful use of the arts as a tool for understanding/meaning-making, creative problem-solving, expression and communication. Second, the visual and performing arts are integrated with core academic subjects as a tool for teaching and expressing new knowledge and skills in order to support all students in demonstrating mastery of the state standards and school-wide civic literacy outcomes. The fifteen-year partnership with San Francisco Shakespeare Company and annual trips to the Oregon Shakespeare Festival provide dynamic opportunities for corpsmembers to gain exposure to and experience in theater. In addition, students will be introduced to the latest technology to support both learning and access to information. Technology as a tool for communication will also be reinforced. Research, critical thinking and exposure will be emphasized through technology arts.

#### ***4. Authentic Assessment***

Authentic assessments such as projects, portfolios and showcases of learning serve both as a means to evaluate our students at the Civicorps Corpmember Academy and also as an educational practice that motivates learning and drives instruction. Staff will use data from a variety of standards-based assessments, including standardized tests, school-developed assessments of civic and artistic literacy, and teacher-developed performance and content tasks to evaluate and improve their instruction and curriculum and to document students based on academic level, standards-based rubrics. Computerized assessments from the Northwest Education Association (NWEA) will also allow us to measure progress throughout the year and to identify student academic strengths and gaps so that they can be addressed within each student's portfolio progress review plan.

#### ***5. Community Partnerships and Service Experiences.***

The community partnerships and environmental/conservation field work provides our Corpmember Academy students with valuable opportunities to practice an interdisciplinary array of skills from math, language arts, fine arts, geography, science, and technology by connecting their classroom learning to service experiences in the community. Following principles of experiential education, Corpmember Academy faculty guide their students through service that encourages them to expand their job and leadership skills and to develop personal values, ethics and an awareness of social, political and environmental issues with the goal of preparing students to be productive, active citizens in their communities.

#### ***6. 21<sup>st</sup> Century Skills***

In conjunction with building core academic competencies, Civicorps recognizes the need to address the skills needed in the workplace: critical thinking, problem-solving, innovation, creativity, communication, and collaboration. We understand these to be "21<sup>st</sup> Century Skills" and, as such, infuse them into all aspects of our program. In the classroom, students are challenged to exercise critical thinking and problem-solving skills on a daily basis. Students are required to participate in a three-day conflict resolution training that emphasizes communication, collaboration, and creative problem-solving. It is part of our mission to prepare students not just for jobs, but for careers. Adopting 21<sup>st</sup> Century Skills as part of our methodology reinforces our commitment to our students and their personal and professional communities.

#### ***Support for English Language Learners.***

As required by California state law, all Civicorps Corpmember Academy students (and parents where applicable) will be asked to complete a Home Language Survey in the student enrollment packet. If a language other than English is indicated as their primary language on the Home Language Survey, students will be administered the California English Language Development Test (CELDT) within the first 30 days to evaluate their listening, speaking, reading and writing abilities in English. The unofficial results of this test are made available to parents and teachers immediately, and official results from the state are distributed as soon as they are received by the school.



Academically, the Civicorps Corpsmember Academy will meet the needs of its English language learners through an inclusion model. To provide support to English language learners, all teachers at the Civicorps Corpsmember Academy will use instructional strategies that include front-loading vocabulary, scaffolding, visual references, schema, high interest text, small group instruction and heterogeneous grouping. CLAD (Crosscultural, Language and Academic Development) or BCLAD (Bilingual, Crosscultural, Language and Academic Development) certification for all teachers will be strongly encouraged. The Civicorps Corpsmember Academy will comply with all applicable state and federal laws regarding testing and service provision to English Language Learners including testing accommodations and lesson modifications.

***Support for Academically Low-Achieving Students.***

As stated in the introduction, the majority of students entering the ~~Corpsmember Academy~~ Civicorps Corpsmember Academy do so with a 6<sup>4</sup>~~th~~ to 5<sup>th</sup>-8<sup>th</sup> grade reading level and can be identified as “low-achieving.” Lack of academic success is attributed to a number of things including past drop-out rates, economic and social barriers and extensive support needs. The instructional model for the Corpsmember Academy has been specifically designed to meet the needs of all students including those with specific learning needs. Key elements of the charter design include the following:

***Year Round School (~~trimesters~~ 6 terms)***

Data indicates that students lose progress over the summer months while school is not in session. Our charter runs a year-round school so that students can continue to access educational and support services.

***~~Foundation Learning Academy and Field Academies~~ Job Training Center***

Another component is the ~~Academies Learning Academy and Job Training Center~~ within the ~~Corpsmember Academy~~ Civicorps Corpsmember Academy. In the past, students entering Civicorps would be directly placed in the ~~Field Job Training~~ Program, where they would do project-based learning through service projects Monday through Thursday and attend school in the evenings and on Fridays. Data indicates ~~d~~ that this model was not successful for students with significant academic needs, specifically those with low literacy rates and those learning English as a second language.

Our current charter design includes the ~~Foundation Learning~~ Academy for all students for their first two terms at Civicorps with the greatest academic needs. ~~While this is not a stand alone Academy, the Foundation Academy will serve students within the Learning Academy whose math and reading scores demonstrate a need for greater support.~~ Students in the ~~Foundation Learning~~ Academy receive comprehensive daily instruction, small group work and individualized guidance. All students enter into the Learning Academy. The academic program in the Learning Academy ~~focuses on the theme “Think Globally, Act Locally” which promotes active research and tasks students with developing a leadership agenda for the communities in which they live. It will also reinforce~~ basic skills and ~~teaches~~ students study techniques and tools for academic success. This allows us to link all aspects of the ~~Corpsmember~~

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~~Academy~~Civicorps Corpmember Academy and allows for the delivery of a continuum of services from orientation through graduation.

Once students demonstrate academic growth and an investment in their educational goals through two to four months of excellent attendance, classroom participation and portfolio progress, they enter the ~~Field Academy~~Job Training Center which allows students to expand their leadership and life skills by serving on small work crews that conduct service and work projects in Oakland and the East Bay. Students in the ~~Job Training Center~~Field Academy supplement their field work through evening and Friday classes; science ~~and math~~ standards ~~are~~ will be more closely connected to the field. Project-based learning through service, individualized instruction and intensive support in math and English are inherent throughout all levels of the ~~Corpmember Academy~~Civicorps Corpmember Academy. Critical thinking and the conscious exploration of how students can be engaged in their own learning and their own communities is the goal throughout the entire program.

The Civicorps Corpmember Academy holds high expectations for all of its students and is committed to supporting students who are not achieving expected outcomes. Academically low-achieving students will be identified through diagnostic measures, teacher recommendation, progress reports, test scores, and/or other assessment measures. Should students appear to require additional assistance, the Civicorps Corpmember Academy will have our staff Resource Specialist assess them and if appropriate, will recommend individualized instruction and small group work. If deemed necessary, the faculty will create a student study team (SST) comprised of teachers, ~~field-job training supervisors~~supervisors, family members (when appropriate), the student and other support providers to identify strategies to better support the student's success.

***Support for Academically High-Achieving Students.***

Academically high-achieving students will be identified through teacher recommendation, progress reports, test scores, and/or other assessment measures. These students will be pushed to meet and exceed grade level standards and school-wide outcomes by setting appropriate goals for themselves during Teacher-Student portfolio check-in and through conversations with school faculty including the student's ~~Field Job Training~~ Supervisor. The Civicorps Corpmember Academy faculty will support these students through differentiated instruction and additional assignments during or after school. In addition, high achieving students may be encouraged to enroll in challenging internships and college level course work at local colleges and universities and/or distance learning centers as appropriate for each student's needs.

***Support for Students with Special Needs.***

The Civicorps Corpmember Academy pledges to work in cooperation with the Oakland Unified School District (OUSD) and its special education local plan area (SELPA) to ensure that a free and appropriate education is provided to all students with exceptional needs that qualify for additional services.

To identify students who may be in need of special education services, the Civicorps Corpmember Academy staff will ask its parents and students upon enrollment if they have an

Individualized Educational Program (IEP). The school staff will also forward its enrollment lists to the OUSD SELPA to check to see if any of its students have an open IEP. Should students appear to require additional assistance, the on-site Civicorps Corpmember Academy staff Resource Specialist will create an SST comprised of teachers, family members (when appropriate), the student and other support providers to identify strategies to better support the student's success. In coordination with the local SELPA, professional development in supporting and identifying students with disabilities and utilizing resources for students will be provided to Civicorps Corpmember Academy teachers annually.

The student study team will collaborate with special education professionals provided through our SELPA to ensure that appropriate individualized goals are set for qualifying students. In addition, the team will ensure that action plans with clearly delineated objectives, due dates, and assignments of responsibility for implementation ~~is~~ are carried forth.

The school intends to function as a "public school of the local education agency that granted the charter" for purposes of providing special education services pursuant to Education Code Section 47641(b). The Civicorps Corpmember Academy will annually and in good faith negotiate written agreements with the authorizing district and SELPA to clearly specify the fees and services to be provided. The academy shall enjoy reasonable flexibility to decide whether to receive services, funding, or some combination of both pursuant to Education Code Section 47646(b). Nothing in this charter shall be deemed to prevent the school from opting to exercise its option to function as an independent local education agency in the future.

The Civicorps Corpmember Academy and the OUSD will implement all aspects of a uniform complaint procedure for special education. The OUSD will, whenever necessary, initiate and pursue due process hearings and claims as needed to ensure compliance with applicable laws. If a parent or guardian pursues a due process claim, the OUSD will, in consultation with the Civicorps Corpmember Academy, defend all aspects of the process for which it bears primary responsibility under the terms of this agreement. The Civicorps Corpmember Academy will, in consultation with the OUSD, defend all aspects of the process for which it bears primary responsibility.

**Transfer of Courses and College Entrance Requirements.**

*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.*

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The Civicorps Corpmember Academy ~~was accredited is scheduled to begin the accreditation process~~ with the Western Association of Schools and Colleges (WASC) accrediting body ~~in 2015 and is accredited thru 2021, and expects to become accredited within the next five years. Once WASC accredited, we will inform parents and corpmembers about transfer agreements and procedures with neighboring public schools. We will also work with students whose educational goals include entrance into a UC and/or CSU system upon graduation.~~ Currently, when enrolling in the ~~Corpmember Academy~~ Civicorps Corpmember Academy, students meet with school faculty to determine their educational program and personal educational goals. Throughout the program, students meet with faculty members to discuss further educational

opportunities in vocational training and post-secondary education. We also work with students whose educational goals include entrance into a UC and/or CSU system upon graduation. Through a partnership with The National Corps Network and AmeriCorps, college scholarships for students completing a minimum amount of service hours are awarded to corpmembers to assist them in furthering their education.

**Element 2: B. MEASURABLE STUDENT-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 school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program. [California Education Code Section 47605(b)(5)(B)].*

*In accordance with SB 1290, Civicorps Corpmember Academy pupil outcomes will be set related to increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of section 47607. The pupil outcomes shall align with state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school.*

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*Civicorps Corpmember Academy's pupil outcomes, related to increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of section 47607, shall be aligned with state priorities, as described in subdivision (d) of Section 52060, are as follows:*

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The student outcomes for the Civicorps Corpmember Academy are aligned with the California State Standards and with the mission of the school – to reengage young adults to earn a high-school diploma, gain job skills, pursue college, and embark on family-sustaining careers, prepare young people for their lifelong roles as citizens by instilling in students academic, artistic and civic literacy. All students at the Civicorps Corpmember Academy, including individuals with special learning or academic needs, and/or English Language Learners, will be expected to meet these outcomes in order to graduate and/or successfully complete a course of study at the school. Students will be provided additional support and/or accommodations to meet these outcomes as needed and/or legally required by an Individual Education Plan.

In order to graduate from the ~~Corpmember Academy~~ Civicorps Corpmember Academy, students must demonstrate competency in the core content areas of English-Language Arts and Literacy, Mathematics, Science, Social Studies, in the areas of academic, artistic, and civic literacy. Each of these "literacy types" and the accompanying Civicorps Student Outcomes are described in the following three sections. All Civicorps Corpmember Academy students will demonstrate competency through the mastery of content and performance standards in all core academic areas.

**Academic Literacy**

*Academic Literacy is defined as the ability to read, write, speak, calculate, reason, and conduct processes of inquiry with clarity and precision. All Civicrops Academy students will demonstrate academic literacy through the mastery of content (what students will know) and performance (what students will be able to do) standards in all core academic areas: English-Language Arts, mathematics, science, and social studies as defined by the following five student outcomes:*

English- Language Arts and Literacy

Competency in English Language Arts and Literacy, at Civicrops Corpmember Academy, is based on the Claims developed by the Smarter Balanced Assessment Consortium adapted to an alternative school setting.

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- Students can read closely and analytically to comprehend a range of increasingly complex literary and informational texts.
- Students can produce effect and well-grounded writing for a range of purposes and audiences.
- Students can employ effective speaking and listening skills for a range of purposes and audiences.
- Students can engage in research /inquiry to investigate topics and to analyze, integrate, and present information.
- Language Arts—Reading  
Students will understand and demonstrate the ability to effectively and critically read, critique, and appreciate a range of literature, sources, and data.
- Language Arts—Writing, Speaking, Listening  
Students will understand and demonstrate the ability to communicate effectively and creatively with a range of audiences through writing, speaking, listening, and the use of visual forms.

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Mathematics

Competency in Mathematics, at Civicrops Corpmember Academy, is based on the Claims developed by the Smarter Balanced Assessment Consortium adapted to an alternative school setting.

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- Students can explain and apply mathematical concepts and interpret and carry out mathematical procedures with precision and fluency.
- Students can solve a range of complex well-posed problems in pure and applied mathematics, making productive use of knowledge and problem solving strategies.
- Students can clearly and precisely construct viable arguments to support their own reasoning and to critique the reasoning of others.

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- Students can analyze complex, real-world scenarios and can construct and use mathematical models to interpret and solve problems
- Mathematics  
Students will understand and demonstrate problem solving using multiple strategies, mathematical logic and language, and the use and real world applications of mathematical concepts and processes.
- Science and Social Studies competency will be in alignment with the California Adopted Standards and frameworks. Science  
Students will understand and demonstrate the processes and methods of scientific inquiry (including experimentation, data collection, analysis, problem solving, and writing/communication), and real world applications of scientific concepts, thinking skills, technologies, and processes.
- Social Studies  
Students will understand and demonstrate the ability to research, investigate, describe, and analyze present and historical events from multiple perspectives and apply historical concepts, thinking skills, and processes to real world situations.

#### **Artistic Literacy**

*Artistic Literacy is defined as the ability to learn and creatively express oneself through the visual, performing, literary arts, and technology.* Students will demonstrate artistic literacy through mastery of a range of outcomes that include the skillful understanding and use of technology as well as mastery of visual and performing arts standards as defined by the following student outcomes:

- Visual, Performing and Literary Arts  
Students will understand and demonstrate an appreciation and skillful use of the arts as a tool for understanding/meaning making, creative problem solving, expression, and communication.
- Technology Arts  
Students will understand and demonstrate an appreciation and skillful use of technology to facilitate and/or enhance learning, expression, and communication.

To complete all of the requirements for graduation students will also participate in Physical Activity, equivalent to Physical Education Classes at a traditional High School. All students take required Health and Wellness, Introduction to Technology, College Pathways, and Career Pathways courses. They will also be required to participate in a variety of elective offerings, including Visual and Performing Arts, and World Language. Lastly, students must fulfill community service and democratic participation requirements including written reflections.

#### **Civic Literacy**

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*Civic literacy is defined as the ability to participate thoughtfully, responsibly, and passionately in the life of the community with concern for the common good. Students will demonstrate mastery of the following three civic literacy outcomes:*

- *Physical Education, Health, Wellness*  
Students will understand and demonstrate positive health habits and behaviors/strategies for maintaining mental and physical wellness.
- *Civic Engagement, Service Learning, Citizenship*  
Students will understand and demonstrate an appreciation of community as well as skills for responsible participation and leadership within a variety of interdependent community contexts.
- *Diversity, Respect, Community Participation, Career/Life Development*  
Students will understand and demonstrate an appreciation of the diversity of “ways of being” in the world as well as skills for identifying, pursuing, building, and maintaining full, rich, and meaningful lives.

The ~~Civicorps Academy~~ Civicorps Corpsmember Academy Student Outcomes described above will be subdivided into a list of specific, measurable grade level standards and skills that are aligned to the California State Content and Performance Standards and/or other outcomes and benchmarks deemed appropriate by the Civicorps Corpsmember Academy Board of Directors and staff. Each standard/outcome will be further delineated into developmentally appropriate benchmarks that are described through in depth rubrics and/or performance tasks. These standards rubrics and benchmarks will be provided to all students and stakeholders at the start of every school year. Student progress towards meeting benchmarks will be monitored and reported to and discussed with students and stakeholders a minimum of three times per school year.

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

- A review of the progress towards the goals included in the charter, an assessment of the effectiveness of specific actions toward achieving those goals, and a description of the changes 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.

In order to best serve our students and community, the Corpsmember Academy will continue to examine and refine the list of student outcomes over time to reflect the school’s mission and any changes to state or school standards that support this mission. The Corpsmember Academy will submit a description of any significant changes to the above student outcomes as an amendment

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~~of the charter to the district board any time prior to expiration of the charter. The District board agrees to hear and render an amendment decision pursuant to the timelines and processes as specified in the California Education Code Section 476059(b).~~

For the purposes of this ~~Corpmember Academy~~ Civicorps Corpmember Academy Charter, the graduation requirements are described below.

**Graduation Requirements.**

The curriculum used in the ~~Corpmember Academy~~ Civicorps Corpmember Academy is designed to meet the required state content and performance standards in each of the “core” academic areas of math, language arts, science, and history/social science [California Education Code Section 47605(c)(1)]. As the following chart demonstrates, our curriculum is also designed in alignment with the Oakland Unified School District.

<b>OUSD High School Requirements 2015 (and beyond)</b> (one semester course = 5 credits)	<b>Civicorps Corpmember Academy Graduation Requirements</b>
a. <u>History/Social Science 3 years (1 year of World History*, 1 year of US History*, 1 year of Government*/Econ)</u>	Passage of Social Studies A; B Minimum score on CASAS Tests Portfolio Assignments
English: 40 credits b. <u>English or English Language Development (ELD) 4 years of College-prep English* (ELD 5 may count for 1 year).</u>	Passage of English A; B; 1; & 2 Continuous participation in English classes Minimum 12 <sup>th</sup> grade equivalent score on Reading & Language NWEA assessments Passage of CAHSEE exam Portfolio assignments
c. <u>Mathematics 3 years including Algebra, Geometry, and Advanced Algebra or Intermediate Algebra</u> Math: 30 credits including Algebra and Geometry	Passage of Math A; B; 1; & 2 Continuous participation in math classes 12 <sup>th</sup> grade equivalent Minimum score on Math NWEA assessments Passage of CAHSEE exam
d. <u>Laboratory Science 3 years (2 of the 3 must be Biology, Chemistry, and/or Physics)</u> Science: 30 credits including Physical Science and Biology/Life Science	Field work: application of science standards to service and field projects through participation in science class Passage of Science A; B Minimum score on NWEA assessments and CASAS tests Portfolio assignments
World Cultures: 10 credits	Workshops—Diversity awareness Community Meetings—Cultural Awareness Portfolio assignments
U.S. History: 10 credits	Social Studies Course Minimum score on CASAS tests Portfolio assignments
American Government/Economics: 10	Civics/ Life Skills Course Minimum score on CASAS tests

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credits	Portfolio assignments
e. World Language: 20 credits World Language: 20 credits 2 years of the same language	To be developed Independent Study (Elective)
f. Visual/Performing Arts: 1 year 10 credits	Technology Courses and Visual/Performing Arts Seminars Workshops Portfolio assignments to document participation in annual Shakespeare production, performance art or visual art classes. Participation in thematic unit (for example, the Oakland guide book, which details Oakland from the perspective of the students). Examples: Shakespeare production, Video Editing Seminar, Muralism Seminar
Physical Education: 20 credits	Field work, 32 hours a week; morning calisthenics
g. College Prep Electives 1 year college prep elective* ("a-g" certified course) + 40 additional elective credits Electives: 50 credits may include maximum of 40 credits work experience	Portfolio assignments to document completion of elective coursework, including courses such as employability, "life after the Corps," leadership, civics etc. Career Pathways Course College Pathways Course Field work and/or internships, 32 hours a week
Physical Education: 20 credits (4 semesters)	Field work, 32 hours a week; morning calisthenics
Service Learning/Community Service: none	30 hours of service in the community with reflection. Participation in one of several "AmeriCorps Education-award" programs
Senior Project	Research paper on a social justice issue Presentation of research paper using multi-media resources Public Portfolio Presentation
GPA of 2.0	Completion of all requirements with "meets or exceeds expectations"
Passage of CAHSEE (ELA & Math)	Passage of CAHSEE (Language Arts and Mathematics)

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Students will demonstrate their proficiency in all subject matter areas including earning a score reflecting 12<sup>th</sup> grade proficiency in reading, language, and math MAP minimum score in English, math and science on the MAP (Measure of Academic Progress), an external assessment from the Northwest Education Association (NWEA). NWEA's MAP assessment system can be administered several times per year and is designed to show status and growth. It received the highest ranking from WestEd, a research agency, for alternative assessment systems. As noted earlier, the Civcorps Corpmember Academy was WASC accredited in 2015 and is accredited thru 2021, has begun the WASC accreditation process and expects to become accredited within the next five years.

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

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- The chartering authority shall provide technical assistance to the charter school using an evaluation rubric adopted by the State Board.
- The Superintendent may assign, at the request of the chartering authority and approval of the State Board, the California Collaborative for Educational Excellence to provide advice and assistance to the charter schools.
- 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.

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**Element 3: C. ASSESSMENT METHODS TO MEASURE PROGRESS**

A description of “method by which pupil progress in meeting the pupil outcomes will be measured” [California Education Code Section 47605(b)(5)(C)].

Pursuant to the transition to California’s Common Core and the accompanying shift in the state accountability testing system, Civicorps Corpmember Academy will establish baseline performance in the first year of testing administration and will demonstrate growth in performance each year thereafter.

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All students will demonstrate “academic mastery” in all of the core academic areas. For non-special needs and non-limited English proficient (LEP) students, “mastery” will be defined as a score of “basic” or above on California Standards-based assessments and grades of “meets or exceeds expectations” on all academic portfolios and exhibitions. “Mastery” for special needs and LEP students will be defined appropriately according to their IEPs and English proficiency levels.

In order to ensure that all students at the Civicorps Corpmember Academy are achieving the student outcomes detailed above, assessment at the academy will be consistent, continuous and based on both internal and external assessment measures as summarized below. This data will be used to adapt instructional practices and to inform the development and implementation of school structures, systems and policies to support the success of all students in achieving the school’s mission.

	Internal Assessments	External Assessments
<u>Academic Literacy</u>	<ul style="list-style-type: none"> <li>• Classroom content assessments</li> <li>• Schoolwide Reading and Mathematics Assessments</li> <li>• Portfolio with educationally appropriate Rubrics</li> </ul>	<ul style="list-style-type: none"> <li>• <u>CAHSEE</u></li> <li>• CELDT</li> <li>• NWEA</li> <li>• CASAS</li> </ul>
<u>Artistic Literacy</u>	<ul style="list-style-type: none"> <li>• Classroom content assessments</li> <li>• Portfolio with educationally appropriate</li> </ul>	

	Rubrics <ul style="list-style-type: none"> <li>• Presentations</li> </ul>	
<u>Civic Literacy</u>	<ul style="list-style-type: none"> <li>• Pre and Post Student Attitudinal Survey</li> <li>• Portfolio with educationally appropriate rubrics</li> <li>• Student attendance and behavior</li> <li>• Service requirements &amp; reflections</li> </ul>	

**External Assessments**

As mandated by California Education Code Section 47605(c)(2), the Civicorps Corpsmember Academy will annually administer the state mandated assessments that currently includes the California High School Exit Exam (CAHSEE) and California English Language Development Test (CELDT).

At the ~~Corpsmember Academy~~ Civicorps Corpsmember Academy, teachers will administer MAP (Measure of Academic Progress) assessments for students to demonstrate proficiency in key subject areas required for graduation. The NWEA standards-based assessment system which includes computerized, norm and criteria-referenced assessments will also be used for diagnostic purposes to assess students' basic skills in reading, language, mathematics, ~~science and spelling~~. NWEA will also be used to measure individualized student growth targets.

Because of the unique student demographic served by the Civicorps Corpsmember Academy, we ~~have~~ received, Alternative Schools Accountability Model (ASAM) status. ~~The~~ Although currently inactive, the ASAM provides a framework for accountability for alternative schools serving very high-risk, student populations. ASAM standards ~~are were~~ approved by the California Department of Education and ~~have been~~ designed specifically to provide state-approved alternative accountability benchmarks for schools such as the Civicorps Corpsmember Academy and as such, we are continuing to use it for our model.

Under the ASAM model, ~~graduation and CAHSEE standards will remain constant, but there will be more measurements by which we can track school~~ accountability measures such as student persistence (retention), graduation rates within a certain time period, and continuous student improvement. ~~The ASAM model will also~~ allow us to compare our progress with schools serving similar student populations.

ASAM measures ~~will~~ identify progress in three distinct areas-- learning readiness, academic performance, and transition to higher education or employment with a living wage. Benchmarks and indicators in each area include the following (see chart below). Baseline data ~~will be~~ gathered to determine progress and growth in each area.

Alternative Schools Assessment Measures (ASAM) Indicators

Learning Readiness	Academic Performance	Transition
<ul style="list-style-type: none"> <li>• Attendance</li> </ul>	<ul style="list-style-type: none"> <li>• ELA</li> </ul>	<ul style="list-style-type: none"> <li>• <u>CAHSEE scores</u></li> </ul>

<ul style="list-style-type: none"> <li>• Student engagement</li> <li>• Student persistence</li> <li>• Suspension</li> <li>• Sustained daily attendance</li> </ul>	<ul style="list-style-type: none"> <li>• Math</li> <li>• Science</li> <li>• Progress toward portfolio requirements</li> </ul>	<ul style="list-style-type: none"> <li>• Sustained Academic Performance</li> <li>• Graduation Rates</li> <li>• Successful transition to higher education</li> <li>• Successful transition to employment</li> </ul>
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**Internal Assessments**

To monitor student progress in achieving ~~academic, artistic and civic literacies~~ measurable pupil outcomes, the Civicorps Corpmember Academy will also utilize the following forms of internal school-developed assessments:

*Progress Reports towards Educational Goals*

The Civicorps Corpmember Academy progress reports were developed to help students and stakeholders understand what is taught at the school and to help teachers and students reflect on academic performance relative to the school’s mission and individualized goals. Progress is monitored in the following ways:

- (1) Student progress in ~~academic literacy, especially~~ language arts and mathematics; is documented through coursework, projects and presentations, portfolio check-ins and quarterly computerized NWEA assessments
- (2) Student progress in science and social studies is documented through ~~coursework and completion, classroom and workshop assignments,~~ projects and portfolios and passage of CASAS tests, and, for science, the Measure of Academic Progress (MAP) exam is being added;
- (3) Student progress in ~~civic literacy~~ community participation and service is documented with student surveys and required community service hours and described in more detail below. Written reflections of service will also be used as a measurement tool.
- ~~(4) Student progress in artistic literacy is documented according to the visual and performing arts standards through presentations and narrative assessments.~~

*Portfolio of Work*

Throughout the year ~~students~~, with the aid of their teachers and advisors, students will compile a portfolio. The Portfolio may hold a variety of materials such as journals, content and performance assessments, cooperative and individualized class work, and final projects. The portfolio will be used by teachers, students, and parents to reflect on a student’s academic growth over time. Completion of the portfolio, including a public presentation or “showcase of work,” is a high school graduation requirement.

*Content Assessments*

In order to measure student progress towards content and performance standards, teachers will create assessments on a regular and on-going basis. This on-going work (i.e. essays,

labs, journals, tests, reports, projects) must “meet or exceed” pre-determined standards. Standards for classroom assignments will be clearly delineated through rubrics.

*Performance Tasks*

In order to demonstrate students’ academic development, the Corpsmember Academy Civicorps Corpsmember Academy has identified performance tasks that relate to the five core areas of competency required for graduation (Academics, Employability, Life Skills, Communication and Citizenship Community Participation). These include evidence of learning based on projects completed in class, in the community and/or in training opportunities. Performance expectations are also tied into field service conducted on a crew of Civicorps. Evidence will be presented using a variety of formats including written, oral, computer generated, audiovisual and performance.

Student Pre/Post Civic Attitudinal Survey Community Participation Reflection Community Leadership Summits

In order to measure students’ civic development, teachers will use the school-wide pre/post assessment for civic thinking skills, civic participation skills and behaviors and that measures civic dispositions, civic knowledge and civic skills as developed during their time in Civicorps Corpsmember Academy.

In order to demonstrate students’ engagement with the the Civicorps Corpsmember Academy has built in guided reflection requirements for community service hours provided by the Corpsmember and a built in reflection for democratic participation. Both guided reflections support the student in gaining an understanding of their value within the community and why their voice should be heard. All students are also actively involved in a 2-day Leadership Summit that allows for a deep dive into a community issue(s) and culminates in reporting out to key stakeholders and/or community change makers.

**Measurable Pupil Outcomes**

In addition to the school-wide student outcomes and benchmarks specified above, the Civicorps Corpsmember Academy aims to meet the following school-wide performance standards related to areas of attendance, continuous student progress and training, graduation, and post-secondary/job placement at the school.

<u>Measurable Pupil Outcome</u>	<u>Instrument</u>	<u>Target</u>	<u>Site Specific or OUSD Collective</u>

<u>Increased Reading NWEA (Northwest Evaluation Association MAP) scores</u>	<u>NWEA quarterly testing data</u>	<u>Each year, 75% percent of all students will increase 3 points on the NWEA Reading or achieve proficiency. *statistically significant student groups will achieve this same target</u>	<u>OUSD Collective MPO</u>
<u>Increased Math NWEA (Northwest Evaluation Association MAP) scores</u>	<u>NWEA quarterly testing data</u>	<u>Each year, 75% percent of all students will increase 3 points on the NWEA Math or achieve proficiency. *statistically significant student groups will achieve this same target</u>	<u>Site Specific MPO - OUSD collective is based on SBAC which does not apply to 12th grade</u>
<u>High student satisfaction with safety</u>	<u>Bi-annual student survey results</u>	<u>Each year, at least 80% of students positively rate school safety</u>	<u>OUSD Collective MPO</u>
<u>High rate of student satisfaction with quality of academic instruction</u>	<u>Bi-annual student survey results</u>	<u>Each year, 80% of students positively rate academic instruction</u>	<u>OUSD Collective MPO</u>
<u>High rate of student and community satisfaction with communication, voice in decision-making, and/or opportunity for feedback</u>	<u>Bi-annual student and partner survey results</u>	<u>Each year, 75% of students and partners positively rate their voice in school decision-making and/or opportunity for feedback</u>	<u>OUSD Collective MPO</u>
<u>High Graduation Rate</u>	<u>Comparison of student enrollment data to graduation list</u>	<u>70% of students who are with us 90+ days <del>should</del> will graduate within 15 months of enrollment</u>	<u>Site Specific MPO - OUSD collective is based on 4-year cohort which does not align with program model</u>

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<u>High Attendance Rate</u>	<u>Monthly attendance records submitted to OUSD</u>	<u>Will maintain or exceed an annual 75% attendance rate</u>	<u>Site Specific - OUSD Collective is based on chronic absenteeism which does not align with program model</u>
<u>Successful Post-Graduation Placement</u>	<u>College &amp; Career Counselor contact and verification of enrollment and/or employment</u>	<u>70% of students who graduate will be enrolled in post-secondary education and/or employed 1-year post graduation</u>	<u>Site Specific - mission driven</u>

As noted earlier, the student population of the Civicorps Corpsmember Academy is a challenging one to serve in a sustained manner. As a result, the Corpsmember Academy aims to meet the following school-wide performance standards related to the areas of attendance, graduation and post-secondary education/job placement:

<b>Outcome</b>	<b>Instrument</b>	<b>Target</b>
High attendance rate	Analysis of monthly attendance data	Maintain or exceed an average 75% monthly attendance rate
Increased NWEA scores	NWEA results	75% of students who have not yet reached proficiency will demonstrate growth each quarter
Increased NWEA scores	NWEA results	Students will show an average increase of 4 points for math and 3 points for reading and language each quarter
High graduation rate	Comparison of graduation ready students to graduates	80% of students will graduate within 9 months of becoming "graduation ready"
High student persistence rate	Analysis of annual enrollment records	Civicorps Academy will keep 75% of its long-term (90+ days of enrollment) students from year to year excluding those who physically move out of the area
High student satisfaction with the quality and clarity of instruction by teaching staff	Student survey results	80% of students will strongly agree that the teachers explain things clearly and are open to

		questions and feedback
High student satisfaction with the quality of their learning experience	Student survey results	80% of students will strongly agree that the teachers are presenting challenging and interesting material
Service to community	Meeting criteria of the graduation requirements	Each year, 100% of graduates will have completed a minimum 30 hours of unpaid service in the community
AmeriCorps Education Award Program scholarship recipients	Completion data	100% of corpsmembers will complete at least one AmeriCorps scholarship worth a minimum of \$1,000 prior to graduation
Post-Corps placement	College enrollment or employment verification	Within 3 months of graduation, 75% of graduates will enroll in post-secondary education and/or begin career-track internship/employment
Post-Corps placement	College enrollment or employment verification	Within 6 months of graduation, 60% of graduates will be enrolled in post-secondary education and/or in career-track internship/employment

The Civicorps Corpmember Academy will also meet state accountability expectations through the satisfactory adherence to ASAM measures of sustained daily attendance, graduation rates and student persistence.

**Collecting, Analyzing and Reporting Data**

If Civicorps Corpmember Academy does not test (i.e., STAR) with the District, Civicorps Corpmember Academy hereby grants authority to the State of California to provide a copy of all test results directly to the District as well as the charter school.

Test results for the prior year, if not provided directly to the District by the State, will be provided by the charter school to the District no later than September 1 of each year.

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The Civicorps Corpmember Academy will report a summary of its outcomes and accomplishments to students, parents, community stakeholders and the District annually. The purpose of the annual school performance report is to guide decision-making and to establish an annual snapshot of the school. The school will make adjustments as needed in order to ensure continuous improvement. The report will include the required elements in the School Accountability Report Card and/or ASAM measures in addition to the following elements:



- A statement of school-wide goals and targets and the extent to which the targets have been met;
- Number of high school diplomas awarded, and;
- Other measures of performance including attendance, apprenticeships, job placements, competitions, and college placements.

If Civicorps Corpmember Academy does not test (i.e., STAR) with the District, Civicorps Academy Civicorps Corpmember Academy hereby grants authority to the State of California to provide a copy of all test results directly to the District as well as the charter school.

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

#### **Student Retention and Promotion**

Students will be given individualized portfolio check-ins which document educational strengths and weaknesses and set individualized benchmarks for student growth and achievement. Student progress will be monitored quarterly to assure continuous growth and to adapt educational strategies when necessary. Retention in the program and/or promotion through the program will be determined through careful examination of each student’s overall achievement on assessment measures, CAHSEE examinations, student progress reports and teacher recommendations. For students with special needs and English Language Learners, mastery and promotion will be dependent on their respective IEP and/or English proficiency levels.

#### **Element 4: D. GOVERNANCE STRUCTURE**

A description of “governance structure of the school” [California Education Code Section 47605(b)(5)(D)].

As an independent charter school, Civicorps Corpmember Academy, 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 Civicorps.

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Civicorps 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 Civicorps Corpmember Academy amends the bylaws, Civicorps shall provide a copy of the amended bylaws to the OCS within 30 days of adoption.

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Civicorps shall send to the OCS copies of all governing board meeting agendas at the same time that they are posted in accordance with the Brown Act. Civicorps shall also send to the OCS

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*copies of all board meeting minutes within one week of governing board approval of the minutes. Timely posting of agendas and minutes on Charter School's website will satisfy this requirement.*

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

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The governance structure of the Charter School will have the following components:

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- A California Non-Profit Public Benefit Corporation Board of Directors: including Program Committee
- An Executive Director and Supporting Administrators

The Civicorps Corpmember Academy will operate as a part of Civicorps ~~Schools~~, a California Public Benefit Corporation pursuant to California Law. The school will be governed pursuant to the bylaws adopted by the board, as subsequently amended pursuant to the process specified in the bylaws.

*Civicorps Corpmember Academy 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 Civicorps Corpmember Academy to provide certain information in certain formats in certain ways to the general public and specifically to parents of students at Civicorps Corpmember Academy and of the District. Civicorps Corpmember Academy 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 Civicorps Corpmember Academy does not have that Civicorps Corpmember Academy needs in order to meet its obligations, the District shall provide the same to Civicorps Corpmember Academy in a reasonably timely manner upon request under Education Code section 47604.3.*

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*Civicorps Corpmember Academy 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.*

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#### **Assurances**

Civicorps Corpmember Academy will comply with the District policy related to charter schools to the extent it aligns with and does not exceed the law applicable to charter schools, as it may be changed from time to time as long as the charter school has been given written notice of the policy change.

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Civicorps Corpmember Academy 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 Civicorps Academy to provide certain information in certain formats in certain ways to the general public and specifically to parents of students at Civicorps Corpmember Academy and of the District.

Civicorps Corpmember Academy  
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Submitted to the Oakland Unified School District on ~~October 26, 2011~~ January 25, 2017

~~Civicorps Academy further acknowledges that it has the obligation to provide all of such information to the District that is required by these referenced authorities as well. To the extent that there is information that the District has, but that Civicorps Academy does not have that Civicorps Academy needs in order to meet its obligations, the District shall provide the same to Civicorps Academy in a reasonably timely manner upon request.~~

### **Board of Directors**

The Civicorps Corpmember Academy Governance Council is the Civicorps Board of Directors, comprised of an array of influential educators, community members and experts in their fields. Board members' areas of expertise include ~~curriculum and instruction;~~ charter schools development; public and private school administration; fundraising; ~~and~~ business and organizational development; marketing; property and asset management; information technology; law; and public affairs.

The Board of Directors currently has ~~40-14~~ members and will build to a maximum of 25. Each Board Member is elected for a three-year term. New members are recruited and screened by a Recruitment Committee composed of Board Members. Each new member must be approved by a simple majority of those already on the Board. The Board members share a passionate commitment for public school reform. Please see Appendix A for the contact list of Civicorps's Board of Directors. The Board will establish major Civicorps Corpmember Academy policies including:

- **Financial Oversight:** The Board approves the school's annual operating budgets and their impact on the overall finances of the organization.
- **Strategic Planning:** The Board informs itself as to the long and short-term plans for the development and operation of the school.
- **Oversight:** The Board informs itself as to the welfare and integrity of the Civicorps Corpmember Academy and the degree to which it is meeting its goals and achieving its mission through information provided primarily from the Civicorps Executive Director.
- **Advocacy:** The Board is responsible for advocating for the Civicorps Corpmember Academy including raising funds.
- **Hiring:** The Board hires, supports, evaluates and advises the Executive Director of Civicorps ~~Schools~~.

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

Civicorps Corpmember Academy and/or its non-profit corporation will be solely responsible for the debts and obligations of the charter school.

~~The Oakland Unified School District is entitled to a representative on the Civicorps Board of Directors. To prevent any real or perceived conflict of interest or incompatibility of office, the District representative will sit on the board as a nonvoting member who facilitates communication and mutual understanding between the Charter School and District.~~

The school complies with all applicable federal, state and local laws. Civicorps ~~Schools~~ retains its own legal counsel when necessary. The Charter School is non-sectarian in its programs, admissions policies, employment practices, and all other operations; does not charge tuition; and does not discriminate against any student on the basis of race, ethnicity, national origin, gender or disability. The Civicorps Board of Directors is constituted and conducts its affairs as specified in its bylaws which may be amended as provided for in the bylaws and in accordance with any applicable state open meetings laws (e.g. the Brown Act) to foster community building and parental and stakeholder involvement.

#### LEGAL AND POLICY COMPLIANCE

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

Charter School shall comply with all applicable federal and state reporting requirements, including but not limited to the requirements of CBEDS, CALPADS, the Public Schools Accountability Act of 1999, and Education Code section 47604.33.

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

#### NOTIFICATION OF THE DISTRICT

Charter School shall notify the OCS in writing of any citations or notices of workplace hazards, investigations by outside regulatory or investigative agencies, lawsuits, changes in corporate or legal status (e.g. loss of IRS 501(c)(3) status), or other formal complaints or notices, within one week of receipt of such notices by Charter School. Unless prohibited by law, Charter School shall notify the OCS in writing of any internal investigations within one week of commencing investigation. Charter School shall notify the OCS within 24 hours of any dire emergency or serious threat to the health and safety of students or staff.

#### STUDENT 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 16. Charter School shall comply with the requirements of Education Code section 49060 et seq., regarding rights to access student records and transfer of records for youth in foster care.

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**Operations.** Civicorps ~~Schools~~ maintains and augments as necessary its general liability (including Board errors and omissions), property, workers compensation, unemployment, and automotive/vehicle insurance policies. Any liability claims against the charter school will be handled pursuant to the terms of Civicorps' ~~s Schools'~~ insurance policies.

The Civicorps Corpmember Academy will be responsible for all supplies and equipment that it purchases. Any District property used by the charter shall be protected by insurance satisfactory to the District. The District shall have no responsibility for student losses, and the charter shall hold the District harmless from any such losses.

Civicorps Corpmember Academy 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. Civicorps acknowledges that it is subject to audit by OUSD if OUSD seeks an audit of Civicorps Corpmember Academy 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 Civicorps by law or charter provisions.

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

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Civicorps Corpmember Academy and/or its non-profit corporation will be solely responsible for the debts and obligations of the charter school.

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~~Civicorps Corpmember Academy, 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. Civicorps Academy acknowledges that it is subject to audit by OUSD if OUSD seeks an audit of Civicorps Academy, 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 Civicorps Corpmember Academy by law or charter provisions.~~

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To the extent that Civicorps Corpmember Academy is a recipient of federal funds, including federal Title I, Part A funds, Civicorps 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. Civicorps 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 the 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, and distribute to, parents of participating children, a school-parent compact.
- Hold an annual Title I meeting for parents of participating Title I students.
- Develop jointly with, agree on with, and distribute to, parents of participating children a written parent involvement policy.

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

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#### **Element 5: ~~E~~ EMPLOYEE QUALIFICATIONS**

A description of “(t)he qualifications to be met by individuals to be employed by the school” [California Education Code Section 47605(b)(5)(E)].

Civicorps Corpmember Academy acknowledges and agrees that all persons are entitled to equal employment opportunity. Civicorps 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.

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#### **ESEA/NCLB AND CREDENTIALING REQUIREMENTS**

Civicorps Corpmember Academy shall adhere to all requirements of the Elementary and Secondary Education Act (ESEA, also known as No Child Left Behind (NCLB)) that are applicable to teachers and paraprofessional employees. Civicorps shall ensure that all teachers meet applicable state requirements for certificated employment, including the provisions of Education Code section 47605(l). Civicorps shall maintain current copies of all teacher credentials and make them readily available for inspection.

As part of the Fall Information Update, Civicorps will notify the District in writing of the application deadline and proposed lottery date. Civicorps 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.

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The Civicorps Corpmember Academy has four categories of staff members: Administrators, Teachers, Instructional Support Staff and Non-Instructional Support Staff. For all positions, the Civicorps Corpmember Academy Charter School seeks to employ professional, qualified candidates who...

- Are strongly committed to the mission of the school and to nurturing the ~~academic, artistic and civic~~ development of a diverse student population.
- Will meet the applicable qualifications required by state and federal laws for their positions and will demonstrate understanding of youth development and/or service-learning.
- ~~Who have~~ Have extensive experience working in diverse, urban communities.

As provided for in the California Charter Schools Act, the Civicorps Corpmember Academy may choose not to require credentials for teachers in non-core, non-college preparatory courses. The school will conduct background checks of all candidates to ensure the health, safety and success of all students.

In addition to the general qualifications outlined above, the School's key staff members (Administrator, Teachers, Instructional Support Staff and Non-Instructional Support Staff) will meet the following qualifications:

**Administrators.** Administrators at the Civicorps Corpmember Academy includes the Head of School and the Instructional Lead and other program managers such as the ~~support~~ Support services ~~Services manager~~ Manager and the ~~field program~~ Job Training manager ~~Manager~~ who support the Head of School in achieving the outcomes outlined in this charter petition. Qualifications for the principal and instructional lead positions include at least five years of teaching and/or administrative experience; Masters Degree and/or administrative credential; and demonstrated leadership in the areas of curriculum, instruction and/or assessment. Qualifications for the other administrative positions will include three to five years of teaching or administrative experience relevant to their positions and a minimum of a Bachelor's degree.

**Teachers.** The teaching staff includes teachers and ~~field job training~~ supervisors. Teachers will be responsible for teaching the core academic curriculum. ~~Field~~ Job Training Supervisors are responsible for supervising students in the field activities of the ~~Corpmember Academy~~ Civicorps Corpmember Academy's field component. Qualifications for the teachers of the core curriculum (language arts, mathematics, ~~history/social sciences, foreign language, visual/performing arts and college preparatory electives~~) include minimum Bachelor's degree; appropriate teaching certificate, permit or other document required by the Commission on Teacher Credentialing; subject matter competence by exam or coursework; and at least one to three years of teaching experience. CLAD/BCLAD certification is highly desired. The Resource Specialist will also hold the appropriate PPS credential.

~~Field~~ Job Training Supervisors teaching the non-core curriculum should hold at least a vocational certificate and/or a Bachelor's degree in environmental science or another relevant

subject, and they must have three to five years of relevant experience working with youth and/or in the environmental field.

**Instructional Support Staff.** Instructional Support Staff, including teacher interns, coordinators and operations staff, work with teachers of the core and non-core curriculum to assist students in achieving the outcomes outlined in this petition. Teacher interns work in classrooms with individual students and small groups to support student success. At the ~~Corpmember Academy~~ Civicorps Corpmember Academy, coordinators are responsible for developing curriculum and assisting with instruction. Operations staff are responsible for preparing and correcting educational material, tracking attendance and performance, and tutoring students under the direction of the teachers. Teacher interns will hold a minimum of a Bachelor's degree and be enrolled in a teacher credentialing program. Coordinators should hold at least a Bachelor's degree in ~~environmental science or another~~ relevant subject, and they must have relevant experience working with youth.

**Non-Instructional Support Staff.** The non-instructional support staff provides a variety of support services to the administrative and teaching staff. The development staff is responsible for developing funding to support the school. The recruiting staff recruits students. The human resources staff is responsible for defining and enforcing policies and procedures dealing with staff and students. The fiscal/accounting staff is responsible for tracking all fiscal matters including accounts receivable, accounts payable and fund management. The facilities staff is responsible for maintaining the agency's facilities and equipment. The office staff is responsible for handling reception, internal, and external communication. The counseling staff is responsible for providing guidance in the school and in the students' academic and personal lives.

Qualifications for each of these positions include strong organizational and communication skills; relevant educational experience (e.g. minimum of Associate's degree for office staff and Master's degrees for development or human resources managers); and relevant work experience of at least three to five years in their fields.

*Teacher Hiring.* Civicorps ~~Schools~~ recognizes the importance of recruiting and retaining a diverse faculty and staff who value teamwork and collaborative decision making and who are passionate about making the school's mission come alive. Over the last ~~28-33~~ years, the ~~Corpmember Academy~~ Civicorps Corpmember Academy has successfully recruited staff members from the following sources and strategies including job postings in local and national publications and in charter school-specific job banks, as well as recruitment from local networks including local teacher education programs. In addition to seeking candidates committed to the school's mission, the Civicorps Corpmember Academy will continue to seek candidates who are highly qualified and meet the requirements of the No Child Left Behind (NCLB) Act.

*Professional Development.* Civicorps ~~Schools~~ is highly committed to staff professional development and continuous improvement. All staff members participate in professional development and collaborative planning time each year including (1) intensive summer training and planning related to the data-driven identified priorities for student achievement, team and vision building and revision of school policies and procedures; (2) weekly professional



development sessions focused on improving teaching practice and the overall school community and culture; and (3) daily horizontal and vertical collaboration meetings to plan, reflect on, and improve curriculum and instruction. Teachers at the Civicorps Corpmember Academy are also encouraged to improve their practice through individualized professional development.

*Teacher Evaluation.* Civicorps ~~Schools~~ uses a ~~tri~~-annual evaluation process for teachers that focuses on creating a professional culture of collaboration, reflection, and continuous improvement within the school community; assisting educators to formulate professional goals to improve student learning and teacher practice; and assessing the progress of a teacher's practice toward professional goals and professionally-accepted benchmarks. Teachers' evaluations will be organized around four main areas: classroom environment, curriculum, instruction, and learning community. These four coaching, reflection, and evaluation areas are aligned to the mission and the six California Standards for the Teaching Profession.

*Civicorps shall be deemed the exclusive public school employer of the employees of the charter school for the purposes of the Educational Employment Relations Act. (Government Code section 3540 et seq.) Charter School shall comply with all applicable requirements of the EERA, and the exclusive employer shall comply with the duties and obligations of the exclusive employer under the EERA. In accordance with the EERA, employees may join and be represented by an organization of their choice for collective bargaining purposes.*

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#### **Element 6: F. HEALTH AND SAFETY REQUIREMENTS PROCEDURES**

*A description of "(t)he procedures that the school will follow to ensure the health and safety of pupils and staff" [California Education Code Section 47605(b)(5)(F)].*

*Civicorps Corpmember Academy shall have a comprehensive site-specific Health, Safety and Emergency Plan, including but not limited to the acquisition and maintenance of adequate onsite emergency supplies, in place prior to beginning operation of Charter School each school year.*

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*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 bloodborne pathogens, and shall maintain a calendar for, and conduct, emergency response drills for students and staff.*

*Charter School shall provide all employees, and other persons working on behalf of Charter School who are mandated reporters, with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person's employment if employed after the beginning of the school year, in accordance with the requirements of AB 1432 (2014).*

*Charter School shall stock and maintain the required number and type of emergency epinephrine auto-injectors onsite and provide training to employee volunteers in the storage and use of the epinephrine auto-injector as required by SB 1266 (2014).*

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

Charter School shall periodically review, and update and/or modify as necessary, its Health, Safety and Emergency Plan, and keep it readily available for use and review upon CSD request.

#### FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

Charter School, including its employees and officers, shall comply with the Family Educational Rights and Privacy Act (FERPA) and Education Code section 49060 et seq. at all times.

#### CRIMINAL BACKGROUND CLEARANCES AND FINGERPRINTING

Charter School shall comply with all requirements of Education Code sections 44237 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 schoolsite 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.

Charter School shall comply with the requirements set forth in Education Code section 44939.5 regarding the reporting of egregious misconduct committed by certificated employees.

#### IMMUNIZATION AND HEALTH SCREENING REQUIREMENTS

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.

Charter School shall comply with all federal and state legal requirements related to student immunization, health examination, and health screening, including but not limited to screening for vision, hearing, and scoliosis, to the same extent as would be required if the students were

attending a non-charter public school, Charter School shall maintain student immunization, health examination, and health screening records on file.

SAFE PLACE TO LEARN ACT

Charter School shall comply with all applicable requirements of the Safe Place to Learn Act, Education Code section 234 et seq.

GUN-FREE SCHOOLS ACT

Charter School shall comply with the federal Gun-Free Schools Act.

TOBACCO USE PREVENTION

Charter School shall enact policies to prohibit the use of Tobacco near its school site in accordance with the provisions of California Health and Safety Code section 104495.

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The Civicorps Corpmember Academy has existing health, safety and risk management guidelines and policies currently in use by Civicorps Schools. The charter school will update these guidelines as necessary in consultation with the school's insurance carriers and risk management experts. To the extent required by non-charter schools, these guidelines and policies address, at a minimum, the following topics:

- Employee background checks and criminal record summary as required by Section 44237 and California Education Code Section 47605 (b)(5)(F);
- Documentation of immunization records for student enrollment and employees;
- Training for staff and students relating to preventing contact with blood-borne pathogens;
- Identification of specific staff who will be trained in the administration of prescription drugs and other medicines;
- A policy that the school will be housed in facilities that have received Fire Marshal approval and that have been evaluated by a qualified structural engineer who has determined that the facilities present no seismic safety hazard;
- Regular student screening for tuberculosis, vision, hearing and scoliosis;
- Response to natural disasters and emergencies such as earthquakes and fires including staff training in first emergency response such as basic first aid and CPR;
- An emergency management plan that outlines policies and procedures for response to natural disasters and emergencies. This includes a schoolwide emergency team that includes teachers, administrators, counselors, and students. The emergency plan spells out procedures for most conceivable emergencies;
- Family contact information in case of an emergency; and
- Maintenance of a drug, alcohol, and tobacco free workplace.

These policies are incorporated into the school's staff and corpmember handbooks which will be reviewed by the faculty and staff and approved by the board on an on-going basis. (Please see Appendix for the Staff Handbook and for the Corpmember Handbook)

~~Civicorps Corpmember Academy shall occupy facilities that comply with the Asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40CFR part 763. AHERA requires that any building leased or acquired that is to be used as a school or administrative building shall maintain an asbestos management plan.~~

**Element 7: G. MEANS TO ACHIEVE RACIAL AND ETHNIC BALANCE**

*Describe “(t)he means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted” [California Education Code Section 47605(b)(5)(G)].*

In order to ensure that there is a racial and ethnic balance at the school reflective of Oakland and the larger East Bay community, the Civicorps Corpmember Academy is committed to a student and family recruitment strategy that includes, but is not necessarily limited to, the following elements:

- Outreach to and networking with community-based organizations such as churches, neighborhood groups and public and private agencies that serve the various racial, ethnic, and interest groups of the Oakland community;
- Distribution of promotional materials and announcements in a variety of media including print, TV and/or radio targeted toward diverse populations and in a variety of languages, if needed;
- An enrollment process that is scheduled and adopted to include a timeline that allows for a broad-based recruiting and application process;
- Inclusion in the District’s annual open enrollment process for Oakland parents;
- Targeted outreach to social service providers, probation officers and WIA providers; and;
- Meetings with principals and counselors of local schools to recruit students who will not meet graduation requirements, but could benefit from a school that works to meet social, emotional, financial, and academic needs of 18-~~24~~26 year old students.

**Element 8: H. ADMISSIONS REQUIREMENTS**

*Describe “(a)dmision requirements, if applicable” [California Education Code Section 47605(b)(5)(H)].*

**DOCUMENTATION OF ADMISSIONS AND ENROLLMENT PROCESSES**

*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. These records shall be made available to the District upon request.*

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#### HOMELESS AND FOSTER YOUTH

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

#### 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.

#### PARENT ENGAGEMENT

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

The Civicorps Corpmember Academy does not discriminate in its admissions practices and policies on the basis of race, ethnicity, national origin, primary language, gender, sexual orientation, or disability. To fully achieve its mission to nurture active, engaged citizens, the Civicorps Corpmember Academy seeks to recruit for diversity within its student population that reflects the population of the larger San Francisco Bay Area and from a community of families who are committed to the school's mission, instructional and operational philosophy and practices. Admission to the school shall be open to any resident of the State of California.

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The Civicorps Corpmember Academy accepts students throughout the school year and holds regularly scheduled student orientations. In order to be admitted into the Civicorps Corpmember Academy applicant pool, a student must complete an application and interview and participate in an orientation process that will include an introduction to the school's mission and policies.

The Civicorps Corpmember Academy strives to serve all students that would like to attend while striving to maintain a gender balance in its classrooms. In the event that the number of students seeking admission to any grade or class exceeds capacity, the Academy shall have the right to grant priority in admissions to siblings of current students, children of staff, and residents of the charter granting District or county. The Academy may also grant admission preference to school founders, as defined by the school's governing board, provided that students admitted under a founders' preference shall not constitute more than 25 percent of the school's enrollment. If more applications are received than there are available slots, a public, random lottery will be held to determine enrollment.

By October 1 of each year, Civicorps Corpmember Academy will notify the District in writing of the application deadline and proposed lottery date. Civicorps Corpmember Academy will ensure that ~~all~~ application materials will reference these dates as well as provide complete information regarding application procedures, key dates, ~~and~~ admission preferences and requirements consistent with the approved charter.

Parents and students will be informed of their entrance into the Civicorps Corpmember Academy via the public lottery session or by phone or mail if they are not present at the lottery. Based on the lottery, a wait list will be formed and as openings become available, students on the waitlist will be given preference to enroll in the school. Once admitted, students need not apply each year. However, if students should leave the school and do not have a sibling enrolled or parent on staff, the student will need to enter the lottery process again.

**Element 9-I: ANNUAL FINANCIAL and PROGRAMMATIC AUDITS**

*Describe "(t)he manner in which annual, independent, financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which the audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority"* [California Education Code Section 47605(b)(5)(I)].

*In order to ensure the necessary oversight and review of mandated reports for which the authorizer must determine fiscal health and sustainability, the following schedule of reporting deadline to the District will apply each year of the term of this charter:*

- o September 1 – Final Unaudited Financial Report for Prior Year*
- o December 1 – Final Audited Financial Report for Prior Year*
- o December 1 – First Interim Financial Report for Current Year*
- o March 1 – Second Interim Financial Report for Current Year*
- o June 15 – Preliminary Budget for Subsequent Year"*

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The Civicorps Board of Directors uses sound budgetary monitoring and oversight processes including the development of balanced budget plans prior to each fiscal year as well as cash flow plans and projections. In compliance with California Education Code section 47605(b)(5)(I), Civicorps ~~Schools~~, at its own expense, contracts for the services of an independent, certified public accountant to conduct an annual financial audit of the school's financial statements, internal controls, and attendance accounting records and practices. The audit will follow generally accepted accounting principles. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in any applicable Office of Management and Budget Circulars.

It is anticipated that the annual audit will be completed within six months of the close of the fiscal year and submitted to the Civicorps Board of Directors for review and approval by December 15 of each year. The results of the audit will be sent to the Charter School liaison of the Oakland Unified School District, the District's Administrative Director of Business services or designated staff and other entities as required by law (such as Alameda County Office of Education, Office of the State Controller and the California Department of Education). The Civicorps Board of Directors Finance Committee will review any audit exceptions in a timely manner and issue an acceptance of the audit to the organization's full Board of Directors along with recommendations on how exceptions will be resolved. All exceptions and deficiencies will be communicated to the District in a timely manner, and any disputes regarding the resolution of audit exceptions and deficiencies will be referred to the dispute resolution process.

The Civicorps Corpmember Academy Charter School will receive funding according to the California Education Code and other relevant laws and any funds due to the school from the District shall be forwarded to Civicorps in a timely manner. During the term of this charter petition, the Civicorps Corpmember Academy and the District will attempt to negotiate in good faith to develop a Memorandum of Understanding that clarifies the financial relationship between the two entities. ~~The District may charge for the actual cost of supervisory oversight of the Charter School not to exceed 3% if Civicorps Corpmember Academy 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.~~

*~~Impact on Charter Authorizer~~*

~~In order to ensure the necessary oversight and review of mandated reports for which the authorizer must determine fiscal health and sustainability, the following schedule of reporting deadline to the District will apply each year of the term of this charter;~~

- ~~○ 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~~
- ~~○ December 15 — Schedule of Expenditures of Federal Awards~~
- ~~○ March 1 — Second Interim Financial Report for Current Year~~
- ~~○ June 15 — Preliminary Budget for Subsequent~~

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

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- Civicorps Corpsmember Academy is subject to District oversight.
- The District's statutory oversight responsibility continues throughout the life of the charter and requires that it, among other things, monitor the fiscal condition of Civicorps Corpsmember Academy.
- The District is authorized to revoke this charter for, among other reasons, the failure of Civicorps 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 Civicorps Corpsmember Academy books, records, data, processes and procedures through the Office of Charter Schools or other means. The audit may include, but is not limited to, the following areas:

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

Civicorps Corpsmember Academy shall cooperate fully with such audits and to make available any and all records necessary for the performance of the audit upon 30 day's notice to Civicorps Corpsmember Academy. When 30 days notice may defeat the purpose of the audit, the District may conduct the audit upon 24 hour's notice.

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

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



- ~~Civicorps Corpmember Academy is subject to District oversight~~
- ~~The District's statutory oversight responsibility continues throughout the life of the charter and requires that it, among other things, monitor the fiscal condition of Civicorps Corpmember Academy.~~
- ~~The District is authorized to revoke this charter for, among other reasons, the failure of Civicorps Corpmember Academy 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 Civicorps Corpmember Academy books, records, data, processes and procedures through the Office of Charter Schools or other means. The audit may include, but is not limited to, the following areas:

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

Civicorps Corpmember Academy shall cooperate fully with such audits and to make available any and all records necessary for the performance of the audit upon 30 days notice to Civicorps Corpmember Academy. When 30 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 related to Civicorps Corpmember Academy operations is received by the District, the Civicorps Corpmember Academy shall be expected to cooperate with any investigation undertaken by the Office of Charter Schools, at District cost. This obligation for the District to pay for an audit only applies if the audit requested is specifically requested by the District and is not otherwise required to be completed by Civicorps Corpmember Academy by law or charter provisions.

#### ADMINISTRATIVE SERVICES

The District may charge for the actual costs of supervisory oversight of Civicorps Corpmember Academy not to exceed 1% of the charter school's revenue, or the District may

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charge for the actual costs of supervisory oversight of the Charter School not to exceed 3% if Civicorps 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.

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#### Federal Funds Compliance

To the extent that Civicorps Corpmember Academy is a recipient of federal funds, including federal Title I, Part A funds, Civicorps 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. Civicorps Academy 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 the “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, and distribute to, parents of participating children, a school-parent compact.
- Hold an annual Title I Meeting for parents of participating Title I students
- Develop jointly with, agree on with, and distribute to, parents of participating children a written parent involvement policy.

Civicorps Corpmember Academy also understand that as part of its oversight of the school, the Office of Charter Schools may conduct program review of federal and state compliance issues.

#### Element 10: ~~J. PUPIL~~ SUSPENSION AND EXPULSION PROCEDURES

*A statement describing “(t)he procedures by which students can be suspended or expelled” [California Education Code Section 47605(b)(5)(J)].*

#### REQUIRED NOTIFICATION TO DISTRICT

Civicorps Corpmember Academy shall notify, within 30 days, the superintendent of the school district of any pupil who is expelled or leaves Civicorps without graduating or completing the school year for any reason. The school district notified shall be determined by the pupil’s last known address. Civicorps shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information, pursuant to Education Code Section 47605(d)(3).

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Civicorps Corpmember Academy shall define any student dismissal under the Charter School's disciplinary procedure, or termination of a student's right to attend Civicorps Corpmember Academy under its disciplinary procedure, as an "expulsion" under the Education Code.

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The Civicorps Corpmember Academy is responsible for all disciplinary matters independent of the OUSD. Student discipline, including suspension and expulsion, will be handled by the charter school administration, in accordance with the Corpmember Handbook and the policies of the Civicorps Corpmember Academy. These policies include detailed written guidelines that describe expectations for staff and student conduct with regard to attendance, performance, respectful communication, alcohol and substance abuse, and violence. Students who violate these guidelines may be subject to expulsion-suspension from job training, long-term suspension, or other disciplinary action as articulated in the Corpmember and Staff Handbooks. All disciplinary policies reflect relevant laws protecting the constitutional and statutory rights of students generally and of disabled and other protected classes of students. All students and their parents/guardians will be introduced to the Academy's discipline policies during parent and student orientations. The policies will be reviewed periodically and modified when necessary. The School will notify the District of any expulsions and will account for suspended or expelled students in its average daily attendance as required by law.

In the case of a special education student, or a student who receives 504 accommodations, Civicorps Corpmember Academy will ensure that it makes the necessary adjustments to comply with the mandates of State and federal laws, including the IDEA and Section 504 of the Rehabilitation Plan of 1973, regarding the discipline of students with disabilities. Prior to recommending expulsion for a Section 504 student or special education student, the charter administrator will convene a review committee to determine 1) if the conduct in question was caused by, or had a direct and substantial relationship to the child's disability; or 2) if the conduct in question was the direct result of the LEA's failure to implement the 504 plan or IEP. If it is determined that the student's misconduct was not caused by or had direct and substantial relationship to the child's disability or the conduct in question was not a direct result of the LEA's failure to implement the 504 plan or IEP, the student may be expelled.

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In the case of a special education student, or a student who receives 504 accommodations, Civicorps Corpmember Academy will ensure that it makes the necessary adjustments to comply with the mandates of State and federal laws, including the IDEA and Section 504 of the Rehabilitation Plan of 1973, regarding the discipline of students with disabilities. Prior to recommending expulsion for a Section 504 student or special education student, the charter administrator will convene a review committee to determine 1) if the conduct in question was caused by, or had a direct and substantial relationship to the child's disability; or 2) if the conduct in question was the direct result of the LEA's failure to implement the 504 plan or IEP. If it is determined that the student's misconduct was not caused by or had direct and substantial relationship to the child's disability or the conduct in question was not a direct result of the LEA's failure to implement the 504 plan or IEP, the student may be expelled.

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## Element 11: ~~K~~ STAFF EMPLOYEE RETIREMENT SYSTEMS

*A statement of whether charter school staff will participate in California's State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), or federal social security [California Education Code Section 47605(b)(5)(K)].*

The Civicorps ~~Schools~~ has established a retirement system in lieu of existing public employment retirement systems, according to the policies established by the Civicorps Board of Directors. The Staff Retirement System consists of the federal social security system and a 403(b) plan through Nationwide. All employees are eligible for the 403(b) plan once they have attained age 21 and have completed one year of service during which 1,000 or more hours of service were completed. All eligible employees can make voluntary contributions on a pre-tax basis. In addition, Civicorps ~~Schools~~ will contribute a percentage of the eligible employee's annual salary following the fulfillment of the eligibility requirements, depending on funds available.

Civicorps ~~Schools~~ retains the option to elect to allow eligible charter school staff to participate in the State Teachers Retirement System and/or Public Employees Retirement System in the future. If the school should opt to participate in the STRS or PERS systems, the OUSD shall cooperate as necessary to forward any required payroll deductions and related data. The school shall apply to the OUSD for a reasonable fee for the provision of such services. If the school elects to have teachers participate in the STRS or PERS systems, then all teachers will do so.

#### **Element 12: ~~L~~-PUBLIC SCHOOL ATTENDANCE ALTERNATIVES**

*A statement of "public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools" [California Education Code Section 47605(b)(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 LEA.*

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~~Students who opt not to attend the Civicorps Corpmember Academy or who leave the charter school may attend other District schools in accordance with the existing enrollment and transfer policies of the District of their residence. The Civicorps Corpmember Academy will transfer student records to and from the appropriate schools to follow student progress.~~

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#### **Element 13: ~~M~~-RIGHTS OF DISTRICT EMPLOYEES RIGHTS**

*A description of the rights and return rights of district employees who leave the district to work in a charter school [California Education Code 47605(b)(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*

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School unless specifically 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 will be administered in accordance with applicable collective bargaining agreements and any applicable judicial rulings.

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~~The Civicorps Corpmember Academy staff are employees of Civicorps Schools. The right of employees to leave the OUSD to work at the Academy as well as the right to return to the OUSD for academy employees who were previously employed by the District will be specified in District policies or collective bargaining agreements regarding this issue. The right of other employees to leave another LEA or organization and the right to return to those organizations will be specified by the policies or collective bargaining agreements of the previous LEA or organization.~~

**Element 14: N. MANDATORY- DISPUTE RESOLUTION PROCESS, REPORTING AND RENEWAL**

*A statement describing " procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter" [California Education Code 47605(b)(5)(N)].*

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

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

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.

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The intent of the Civicorps Corpmember Academy Dispute Resolution Process is to resolve disputes within the school pursuant to the school's policies and to ensure a fair and timely resolution to disputes relating to provisions of this charter and to minimize the burden on the District.

~~The staff and governing board members of the Civicorps Corpmember Academy agree to attempt to resolve all disputes between the District and Civicorps Corpmember Academy regarding this charter pursuant to the terms of this section. Both will refrain from public commentary regarding any disputes until the matter has progressed through the dispute resolution process.~~

The staff and Governing Board members of Civicorps Corpmember Academy agree to attempt to resolve all disputes between the District and Civicorps 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.

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Any controversy or claim arising out of or relating to the charter agreement between the District and Civicorps 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 agreement, except any controversy or claim that in any way related to revocation of this 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(c), 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, by facsimile, or by certified mail. The Written Notification shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 PM or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail. All written notices shall be addressed as follows:

To Charter School, c/o School Director:

Civicorps Corpmember Academy  
Charter School Petition  
Submitted to the Oakland Unified School District on ~~October 26, 2011~~ January 25, 2017

Civicorps Corpmember Academy  
Oakland, CA

To Coordinator, Office of Charter Schools:  
1000 Broadway, 6th Floor, Suite 639  
Oakland, CA 94607

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

(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

#### ***Internal Dispute Resolution***

Disputes arising from within the school, including those among and between students, staff, parents, volunteers, community partners, consultants and governing board members of the school, shall be resolved pursuant to policies and processes developed by the school. The District shall not intervene in any such internal disputes without the consent of the governing board of the school. The District shall refer any complaints regarding such disputes to the governing board/or executive director of the school for resolution pursuant to the school's policies. The District agrees not to intervene or become involved in the dispute unless the dispute has given the District reasonable cause to believe that a violation of this charter or related laws or agreements has occurred or the governing board of the school has requested the district to intervene in the dispute. Please see Appendix for a more detailed description of the dispute resolution process contained in the Civicorps Staff Handbook regarding internal disputes.

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**External Dispute Resolution**

Any controversy or claim arising out of or relating to the charter agreement between the District and Civicorps Corpmember Academy, 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 agreement, except any controversy or claim that in anyway related to revocation of this charter, 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 or receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail. All written notices shall be addressed as follows:

To Charter School, c/o School Director:  
\_\_\_\_\_ Civicorps Corpmember Academy

To Coordinator, Office of Charter Schools:  
\_\_\_\_\_ Tilden School  
\_\_\_\_\_ 4551 Steele Street, Room 11  
\_\_\_\_\_ Oakland, California 94619

(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 fact 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 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 or receipt; or (c) if by mail, two (2) business days after deposit in the U.S. 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 the 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.~~

#### **~~Oversight, Reporting, Revocation, And Renewal~~**

~~The Oakland Unified School District may inspect or observe any part of the school at any time, but shall provide reasonable notice to the director of the school prior to any observation or inspection. The Oakland Unified School District shall provide such notice at least three working days prior to the inspection or observation unless the school’s board or director agrees otherwise. Inspection, observation, monitoring, and oversight activities may not be assigned or subcontracted to a third party by the Oakland Unified School District without the mutual consent of the governing board of the school.~~

~~If the governing board of the District believes it has cause to revoke this charter, the board agrees to notify the governing board of the school in writing, noting the specific reasons for which the charter may be revoked, and grant the school reasonable time to respond to the notice and take appropriate corrective action.~~

~~The Oakland Unified School District agrees to receive and review the annual fiscal and programmatic performance report. Within two months of the receipt of this report, the charter-granting agency must notify the governing board of the school as to whether it considers the school to be making satisfactory progress relative to the goals specified in this charter. This annual notification will include the specific reasons for the charter-granting agency’s conclusions. If, in its review of the school’s annual report, the charter-granting agency determines that the school is making satisfactory progress toward its goals, this charter, and any mutually agreeable amendments, is renewed for a term of no less than five years, subject to satisfactory completion of charter renewal requirements.~~

#### **Parent Complaints**

~~Civicorps Corpmember Academy will establish complaint procedures that address both complaints alleging discrimination or violations of law and complaints regarding other areas. Civicorps Corpmember Academy will not, at any time, refer complaints to the District.~~

~~The complaint procedure will 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 will also identify an ombudsperson for situations in which the school leader is the subject of complaint. The complaint procedures will be clearly articulated in the school’s student and family handbook or distributed widely.~~

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Civicorps Corpsmember Academy  
Charter School Petition  
Submitted to the Oakland Unified School District on ~~October 26, 2011~~ January 25, 2017

Civicorps Corpsmember Academy 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 Civicorps Corpsmember Academy alleging its noncompliance with these laws or alleging any actions which would be prohibited by these laws. Civicorps Corpsmember Academy will notify all its students and employees of the name, office address, and telephone number of the designated employee or employees.

Civicorps Corpsmember Academy 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.

Civicorps Corpsmember Academy 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 education program or activity which it operates, and that it is required by Title IX and Section 504 not to discriminate in any manner.

#### **O. LABOR RELATIONS**

*A declaration of whether the charter school or local school district will be the employer for EERA (labor relations) purposes [California Education Code 47605(b)(5)(O) and 47611.5].*

The Board of Directors of Civicorps Schools has officially declared that the school shall be deemed the exclusive public school employer of the employees of the school for the purposes of the Education Employment Relations Act.

#### **Element 15: P. CHARTER SCHOOL CLOSURE PROCEDURES**

*A description of the procedures to be used if the charter school closes. The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records [California Education Code 47605(b)(5)(P)].*

#### **REVOCATION OF THE CHARTER**

*The District may revoke the Charter if Charter School commits a breach of any provision set forth in a policy related to charter schools adopted by the District Board of Education and/or any provisions set forth in the Charter Schools Act of 1992. The District may revoke the charter of Charter School if the District finds, through a showing of substantial evidence, that Charter School did any of the following:*

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- Charter School committed a material violation of any of the conditions, standards, or procedures set forth in the Charter.
- Charter School failed to meet or pursue any of the pupil outcomes identified in the Charter.
- Charter School failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.
- Charter School violated any provision of law.

Prior to revocation, and in accordance with Education Code section 47607(d) and state regulations, the OUSD Board of Education will notify Charter School in writing of the specific violation, and give Charter School a reasonable opportunity to cure the violation, unless the OUSD Board of Education determines, in writing, that the violation constitutes a severe and imminent threat to the health or safety of the pupils. Revocation proceedings are not subject to the dispute resolution clause set forth in this Charter.

Pursuant to AB 97, charter schools may be identified for assistance based on state evaluation rubrics and be subject to revocation pursuant to Education Code section 47607.3.

#### CLOSURE ACTION

The decision to close Charter School, either by the governing board of Charter School or by the OUSD Board of Education, must be documented in a "Closure Action". A Closure Action shall be deemed to have been automatically taken when any of the following occur: the Charter is revoked (subject to the provisions of Education Code section 47607(i)) or non-renewed by the OUSD Board of Education; the governing board of Charter School votes to close Charter School; or the Charter lapses.

#### CLOSURE PROCEDURES

The procedures for charter school closure set forth below are guided by Education Code sections 47604.32, 47605, and 47607 as well as California Code of Regulations, title 5, sections 11962 and 11962.1, and are based on "Charter School Closure Requirements and Recommendations (Revised 08/2009)" posted on the California Department of Education website. All references to "Charter School" apply to Charter School, including its nonprofit corporation and governing board.

#### 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 OCS. Charter School shall provide the OCS with written notice of the person(s) designated to be responsible for conducting and overseeing all closure activities and the funding for such activities. If the Closure Action is an act of Charter School, Charter School shall provide the OCS with a copy of the governing board resolution or minutes that documents its Closure Action.
2. Parents/guardians of all students, and all majority age and emancipated minor students, currently enrolled in Charter School within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written parent notification to the OCS.
3. Alameda County Office of Education (ACOE). Charter School shall send written notification of the Closure Action to ACOE by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the OCS.
4. The Special Education Local Plan Area (SELPA) in which Charter School participates. Charter School shall send written notification of the Closure Action to the SELPA in which Charter School participates by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the OCS.
5. The retirement systems in which Charter School's employees participate. Within fourteen (14) calendar days of the Closure Action, Charter School shall notify, as applicable, the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), the Social Security Administration, and the Alameda County Office of Education of the Closure Action, and follow their respective procedures for dissolving contracts and reporting. Charter School shall provide a copy of this notification and correspondence to the OCS.
6. The California Department of Education (CDE). Charter School shall send written notification of the Closure Action to the CDE by registered mail within 72 hours of the Closure Action. Charter School shall provide a copy of this notification to the OCS.
7. Any school district that may be responsible for providing education services to the former students of Charter School. Charter School shall send written notification of the Closure Action within 72 hours of the Closure Action. This notice must include a list of potentially returning students and their home schools based on student residence. Charter School shall provide a copy of these notifications, if any, to the OCS.
8. All Charter School employees and vendors within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written employee and vendor notification to the OCS.

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 days of the effective date of closure, Charter School shall provide all employees with written verification of employment. Charter School shall send copies of such letters to the 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 the Charter Schools Division in accordance with the District procedures applicable at the time of

closure. This list shall include the student's identification number, Statewide Student Identifier (SSID), birthdate, grade, full name, address, home school/school district, enrollment date, exit code, exit date, parent/guardian name(s), and phone number(s). If the Charter School closure occurs before the end of the school year, the list also shall indicate the name of the school to which each student is transferring, if known. This electronic master list shall be delivered to the OCS in the form of a CD or otherwise in accordance with District procedures.

4. Charter School must organize the original cumulative files for delivery to the District in two categories: active students and inactive students. Charter School will coordinate with the OCS for the delivery and/or pickup of student records.

5. 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 the OCS a copy of student attendance records, teacher gradebooks, Charter School payroll and personnel records, and Title I records (if applicable). Personnel records must include any and all employee records including, but not limited to, records related to performance and grievance.

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 will notify Charter School and the authorizing entity of any liabilities Charter School owes the state, which may include overpayment of apportionments, unpaid revolving fund loans or grants, and/or similar 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 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.

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 budgets
2. Interim financial reports
3. Second interim financial reports
4. 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 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 wind-up 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:

a. File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.

b. File a Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63).

c. Make final federal tax payments (employee taxes, etc.)

d. File its final withholding tax return (Treasury Form 165).

e. File its final return with the IRS (Form 990 and Schedule).

This Element 156 shall survive the revocation, 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 156. The District therefore reserves the right to seek equitable relief to enforce any right arising under this Element 156 or any provision of this Element 156 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

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temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

In accordance with the California Department of Education's suggested process for charter school closures, the Civicorps Corpmember Academy Charter School shall adopt the following process in the event that it closes:

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1. Document closure action: The Civicorps Board of Directors shall document the closure of the school through formal action, identifying the reason for the action as voluntary or revocation of the charter.
2. Notification to educational agencies: The Civicorps Corpmember Academy shall notify any school districts that may be responsible for providing educational services to the former students of the charter school, including notice of the school closure to the Charter Schools unit at the California Department of Education.
3. Notification to students and parents/guardians: The Civicorps Corpmember Academy shall notify parents/guardians and students of the charter school as soon as possible if it appears that the school closure will be imminent.
4. Transfer of student and school records: The Civicorps Corpmember Academy shall establish a process for the transfer of student records and assist parents in the transfer of students to other appropriate schools. The school and district shall agree to a plan for the maintenance of all school records.
5. Financial closeout: The Civicorps Corpmember Academy shall conduct an independent audit within six months of the school closure. The audit will include an assessment of all of the school's assets, liabilities and accounts receivable. The Civicorps Academy shall also submit any required year-end financial reports as soon as possible after the close but no later than the required deadline for year-end reporting.
6. Dissolution of assets: The Civicorps Corpmember Academy shall develop a plan for the dissolution of assets and repayment of any liabilities as determined by the audit in conjunction with applicable law for a non-profit corporation.

## CHARTER-RELATED ISSUES

### FACILITIES

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*If Civicorps Corpmember Academy is using District facilities as of the date of the submittal of this charter petition, renewal petition, or request for material revision, or takes occupancy of District facilities prior to the approval of this charter petition, Charter School shall execute an agreement provided by the District for the use of the District facilities as a condition of the approval of the charter petition. If at any time after the approval of this charter petition, renewal petition, or request for material revision, Charter School will occupy and use any District facilities, Charter School shall execute an agreement provided by the District for the use of the District facilities prior to occupancy and commencing use. Charter School shall implement and otherwise comply with the terms of any and all applicable facilities use agreements between Charter School and the District.*

*Notwithstanding any provision of any existing agreement for the use of District facilities, no agreement for the use of District facilities shall automatically renew or extend its term with the renewal of the charter petition. The circumstances of Charter School's occupancy of District facilities may change over time such as, but not limited to, enrollment, programs, and the conditions of facilities, and the District has a vested interest in having an agreement that is appropriate for the situation.*

*Prop. 39 Single Year Co-Location Use Agreement shall be limited to one (1) school year and expire on the date stated in said instrument, unless otherwise agreed to by the District. There is no automatic renewal.*

*For any other use agreement, the term shall not exceed five (5) years or shall be co-terminus with the charter petition, whichever is shorter, and may be one (1) school year in duration, at the option of the District. Charter School and the District shall negotiate any modifications of the agreement with the goal of such amendment or new agreement being considered by the OUSD Board of Education with the renewal of the charter petition. If Charter School and the District cannot execute an agreement in time for such to be considered by the Board of Education with the renewal of the charter petition, the approval of the renewal of the charter petition shall be conditioned upon Charter School and the District executing an amendment to the existing use agreement or a new agreement no later than May 1st or within nine (9) months of the date of the Board of Education's approval of the renewal of the charter petition. During such time period Charter School shall be permitted to remain in occupancy of the District facilities under the terms and conditions of the immediately preceding, executed use agreement; provided, that if Charter School and the District cannot agree upon and execute an amendment or new use agreement by said deadline, Charter School shall vacate the District facilities on or before June 30th of said school year.*

*Charter School agrees that occupancy and use of District facilities shall be in compliance with applicable laws and District policies for the operation and maintenance of District facilities and furnishings and equipment. All District facilities (i.e. schools) will remain subject to those laws applicable to public schools.*

*In the event of an emergency, all District facilities (i.e. schools) are available for use by the American Red Cross and public agencies as emergency locations, which may disrupt or prevent*

Charter School from conducting its educational programs. If Charter School will share the use of District facilities with other District user groups, Charter School agrees it will participate in and observe all District safety policies (e.g., emergency chain of information and participation in safety drills).

The use agreements provided by the District for District facilities shall contain terms and conditions addressing issues such as, but not limited to, the following:

- **Use:** Charter School will be restricted to using the District facilities for the operation of a public school providing educational instruction to public school students consistent with the terms of the Charter and incidental related uses. The District shall have the right to inspect District facilities upon reasonable notice to Charter School.

- **Furnishings and Equipment:** The District shall retain ownership of any furnishings and equipment, including technology, ("F&E") that it provides to Charter School for use. Charter School, at its sole cost and expense, shall provide maintenance and other services for the good and safe operation of the F&E.

- **Leasing; Licensing:** Use of the District facilities by any person or entity other than Charter School shall be administered by the District. The parties may agree to an alternative arrangement in the use agreement.

- **Programs, Services, and Activities Outside Instructional Program; Third Party Vendors**

(i) Any program, service, or activity provided outside the instructional program shall be subject to the terms and provisions of the use agreement, and, additionally, may require a license, permit, or additional agreement issued by the District. The term "instructional program" is defined, per Education Code section 47612 and 5 CCR section 11960, as those required educational activities that generate funding based on "average daily attendance" and includes those extracurricular programs, services, and/or activities that students are required to participate in and do not require the payment of any consideration or fee.

(ii) Any program, service, or activity requiring the payment of any consideration or fee or provided by a third party vendor (defined as any person or entity other than Charter School), whether paid or volunteer and regardless of whether such may be within the instructional program, shall be subject to the terms and provisions of the use agreement and such third party vendor shall be required to obtain a license, permit, or additional agreement from the District.

- **Minimum Payments or Charges to be Paid to District Arising From the Facilities:**

(i) **Pro Rata Share:** The District shall collect and Charter School shall pay a Pro Rata Share for facilities costs as provided in the Charter Schools Act of 1992 and its regulations. The parties may agree to an alternative arrangement regarding facilities costs in the use agreement; and

(ii) Taxes; Assessments: Generally, Charter School shall pay any assessment or fee imposed upon or levied on the OUSD facilities that it is occupying or Charter School's legal or equitable interest created by the use agreement.

• Maintenance & Operations Services: In the event the District agrees to allow Charter School to perform any of the operation and maintenance services, the District shall have the right to inspect the District facilities, and the costs incurred in such inspection shall be paid by Charter School.

(i) Co-Location: If Charter School is co-locating or sharing the District facilities with another user, the District shall provide the operations and maintenance services for the District facilities and Charter School shall pay the Pro Rata Share. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such in the use agreement.

(ii) Sole Occupant: If Charter School is a sole occupant of District facilities, the District shall allow Charter School, at its sole cost and expense, to provide some operations and maintenance services for the District facilities in accordance with applicable laws and OUSD's policies on operations and maintenance services for facilities and F&E. NOTWITHSTANDING THE FOREGOING, the District shall provide all services for regulatory inspections which as the owner of the real property it is required to submit, and deferred maintenance, and Charter School shall pay OUSD for the cost and expense of providing those services. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such services in the use agreement.

• Real Property Insurance: Prior to occupancy, Charter School shall satisfy requirements to participate in OUSD's property insurance or, if Charter School is the sole occupant of OUSD facilities, obtain and maintain separate property insurance for the OUSD facilities. Charter School shall not have the option of obtaining and maintaining separate property insurance for the OUSD facility IF Charter School is co-locating or sharing the OUSD facility with another user.

#### Non-District-Owned Facilities

Occupancy and Use of the Site: Prior to occupancy or use of any school site or facility, Charter School shall provide the OCS with a current Certificate of Occupancy or equivalent document issued by the applicable permitting agency that allows Charter School to use and occupy the site as a charter school. Charter School shall not exceed the operating capacity of the site and shall operate within any limitations or requirements provided by the Certificate of Occupancy and any applicable permit. Charter School may not open or operate without providing a copy of an appropriate Certificate of Occupancy to the OCS. If Charter School intends to move or expand to another facility during the term of this Charter, Charter School shall adhere to any and all District policies and procedures regarding charter material revision and non-material amendment. Prior to occupancy or use of any such additional or changed school site, Charter School shall provide an appropriate Certificate of Occupancy to the OCS for such facility. Notwithstanding any language to the contrary in this Charter, the interpretation, application,

*and enforcement of this provision are not subject to the Dispute Resolution Process outlined in Element 14.*

*Facility Compliance: Prior to occupancy or use of any school site or facility, Charter School shall provide adequate documentation to the OCS that the facility complies with all applicable building codes, standards and regulations adopted by the city and/or county agencies responsible for building and safety standards for the city in which Charter School is to be located, federal and state accessibility requirements (including the Americans with Disabilities Act (ADA) and Section 504), and all other applicable fire, health, and structural safety and access requirements. This requirement shall also apply to the construction, reconstruction, alteration of or addition to the facility. Charter School shall resolve in a timely manner any and all corrective actions, orders to comply, or notices issued by the authorized building and safety agency or the District. Charter School cannot exempt itself from applicable building and zoning codes, ordinances, and ADA/Section 504 requirements. Charter School shall maintain on file readily accessible records that document facilities compliance and provide such documentation to the OCS upon request.*

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

*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.*

*If Civicorps fails to submit a certificate of occupancy or other valid documentation to the District verifying that the intended facility in which the school will operate complies with Education Code Section 47610, not less than 30 days before the school is scheduled to begin operation pursuant to the first year of this renewal term, it may not commence operations unless an exception is made by the OCS and/or the local planning department or equivalent agency. If Civicorps moves or expands to another facility during the term of this charter, Civicorps shall provide a certificate of occupancy or other valid documentation to the District verifying that the intended facility in which the school will operate complies with Education Code Section 47610, to the District for each facility at least 30 days before school is scheduled to begin operations in the facility or facilities. Civicorps shall not begin operation in any location for which it has failed to timely provide a certificate of occupancy to the District, unless an exception is made by the OCS and/or the local planning department or equivalent agency. Notwithstanding any language to the contrary in this charter, the interpretation, application, and enforcement of this provision are not subject to the Dispute Resolution Process.*

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**Term of Charter Petition.** The term of this charter shall begin on July 1, 201~~7~~ and this charter will expire five years thereafter.

Any amendments to this charter shall be made by mutual agreement of the Board of Directors of Civicorps Corpmember Academy and the Oakland Unified School District. Material revisions and amendments shall be made pursuant to the standards, criteria, and timelines in California Education Code Section 47605.

**DISTRICT IMPACT STATEMENT/CIVIL LIABILITY EFFECTS**

~~Civicorps Corpmember Academy must submit its renewal petition to the Office of Charter Schools no earlier than 270 days before the charter is due to expire unless otherwise agreed by the Office of Charter Schools.~~

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

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~~Civicorps Corpmember Academy must submit its renewal petition to the Office of Charter Schools no earlier than 270 days before the charter is due to expire unless otherwise agreed by the Office of Charter Schools.~~

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**Severability.** The terms of this charter are severable. In the event that any of the provisions are determined to be unenforceable or invalid, the remainder of the charter shall remain in effect unless mutually agreed otherwise by the Oakland Unified School District and the Civicorps Corpmember Academy Board of Directors. The District and the School agree to discuss and resolve any issues or differences relating to invalidated provisions in a timely, good faith fashion.

~~**Revocation of Charter.** The District may revoke the charter of Civicorps Corpmember Academy pursuant to Education Code Section 47607, any successor provisions to section 47607, or other statutory provisions, if enacted after the date of the charter, regarding the revocation of charters.~~

~~**Facilities.** If Civicorps Corpmember Academy fails to submit a certificate of occupancy or other valid documentation to the District verifying that the intended facility in which the school will operate complies with Education Code Section 47610, not less than 30 days before the school is scheduled to begin operation pursuant to the first year of this renewal term, it may not commence operations unless an exception is made by the Office of Charter Schools and/or the local planning department or equivalent agency. If Civicorps Corpmember Academy moves or expands to another facility during the term of this charter, Civicorps Corpmember Academy shall provide a certificate of occupancy or other valid documentation to the District verifying that the intended facility in which the school will operate complies with Education Code Section 47610, to the District for each facility at least 30 days before school is scheduled to begin operations in the facility or facilities. Civicorps Corpmember Academy shall not begin operation in any location for which it has failed to timely provide a certificate of occupancy to the District, unless an exception is made by the Office of Charter Schools and/or the local planning department or equivalent agency. Notwithstanding any language to the contrary in this charter, the interpretation, application, and enforcement of this provision are not subject to the Dispute Resolution Process.~~

~~**Administrative Services.** Civicorps Schools has experienced administrative, payroll and accounting staff and will be responsible for its own personnel plans, provisions and costs. If any administrative services are to be provided by the District, details and conditions will be agreed upon in a Memorandum of Understanding between Civicorps Schools and the District.~~

## FISCAL MATTERS

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### Cash Reserves

Charter School acknowledges that the recommended cash reserve is 5% of expenditures, as provided in section 15450, title 5 of the California Code of Regulations.

### 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.

### 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.

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### Internal Fiscal Controls

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Charter School will develop and maintain sound internal fiscal control policies governing all financial activities.

### Apportionment Eligibility for Students Over 19 Years of Age

Charter School acknowledges that, in order for a pupil over nineteen (19) years of age to remain eligible for generating charter school apportionment, the pupil shall be continuously

Civicorps Corpmember Academy  
Charter School Petition  
Submitted to the Oakland Unified School District on ~~October 26, 2011~~ January 25, 2017

enrolled in public school and make satisfactory progress toward award of a high school diploma. (Ed. Code § 47612(b).)

Local Control and Accountability Plan

In accordance with California Education Code sections 47604.33 and 47606.5, Charter School shall include in its annual update a "listing and description of the expenditures for the fiscal year implementing the specific actions included in the charter as a result of the reviews and assessment required by paragraph (1)" of section 47606.5(a). These expenditures shall be "classified using the California School Accounting Manual pursuant to Section 41010." (Ed. Code § 47606.5(b).)

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**Potential Civil Liability Effects.** Civicorps ~~Schools~~ provides the charter school's liability insurance; it does not expect the District to assume the debts or liabilities of the school. Civicorps Corpmember Academy maintains and augments as necessary its general liability (including board errors and omissions), property, workers compensation, unemployment, and automotive/vehicle insurance policies. Any liability claims against the school will be handled pursuant to the terms of the school's existing and longstanding insurance policies.

The Civicorps Corpmember Academy will be responsible for all supplies and equipment that it purchases. Any District property used by the charter shall be protected by insurance satisfactory to the district. The District shall have no responsibility for student losses, and the charter shall hold the District harmless for any such losses. The school will track attendance and performance and will provide the District with ADA and performance records. The Civicorps Corpmember Academy will assume all potential civil liability and will hold the District free of such responsibility.

**Financial Statements.** See Appendix ~~for five year budget.~~

**Communications.** All official communication between the Civicorps Corpmember Academy and the Oakland Unified School District will be sent via First Class Mail or other appropriate means to the following addresses:

Civicorps Corpmember Academy  
101 Myrtle Street  
Oakland, CA 94607

Office of Charter Schools  
1000 Broadway, Suite 639  
Oakland, CA 94607  
Oakland Unified School District  
1025 Second Avenue  
Oakland, CA 94606

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Civicorps Corpsmember Academy  
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Submitted to the Oakland Unified School District on ~~October 26, 2011~~ January 25, 2017

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# Civicorps Corpsmember Academy

## CHARTER RENEWAL PERFORMANCE REPORT

In reviewing your performance report, the Office of Charter Schools is seeking an honest and reflective self-appraisal of strengths and weaknesses of the school's charter, with credible and compelling plans for building on success, maintaining momentum, and making necessary changes for improvement of the school.

- Where appropriate, please be evaluative and state your focus outcomes for students. When descriptive responses are requested, please provide comprehensive, yet concise responses.
- Please rate yourself by placing an "X" in the appropriate box (5-1) which most accurately reflects **your judgment** of overall quality in response to the questions.
- Please note that your ratings given here are intended to provide guidance for the inquiry that will occur during the renewal process, primarily at the time of the Renewal School Site Visit.
- If there are sections where you feel you are not in a position to respond, please consider eliciting responses from more appropriate parties (i.e. governing board president).

A **draft** of this report needs to be submitted to the Office of Charter Schools via e-mail to [silke.bradford@ousd.org](mailto:silke.bradford@ousd.org) and [leslie.jimenez@ousd.org](mailto:leslie.jimenez@ousd.org) in Word format **at least 2 weeks in advance** of the Renewal School Site Visit. The **final draft** of this Performance Report needs to be submitted as an **Appendix in the Renewal Charter Petition**.

Draft Report Submitted – August 31, 2016

Site Visit Conducted – September 14, 2016

### Charter Renewal Performance Report

#### 1 What is distinctive about your school?

The Civicorps Corpsmember Academy is distinctive in five key ways:

- The students (Corpsmembers) served are 18-26 years old
- The program model combines classroom academics with paid on-the-job training
- The graduation requirements are based on portfolio assessment and demonstrated learning
- The robust support services offered
- The direct pathways into college and/or careers

## 2 How effective is your school overall?

Evaluation:	Excellent	5	4	3	2	1	Unsatisfactory
			X				

### How do you know?

Over the past 4 years we have met the majority of our MPOs while also making strategic changes to the structure and rigor of the program, creating an ongoing network of community partners including the Peralta Community College District, and constantly reviewing the academic expectations of students. Our assessment data shows that students are learning and that there is not a significant growth difference between demographic groups. Our rate of persistence continues to be an area we seek to improve and are always looking at new ways to engage and support our students so that they are able to maintain continuous enrollment. Being an alternative style academic program and only enrolling 18-26 year old students, who are reported at 12<sup>th</sup> grade, creates some confusion when reporting graduation rate. We have identified a formula that holds us to a high standard and that we have been close to meeting each year.

During this charter period we underwent a full WASC Self-Study and received a 6-year accreditation. The process allowed us to identify our strengths and weaknesses and to create a plan of action that is currently being followed for continuous school improvement. LCAP was also introduced during this charter period and we have met our targets while becoming aware of the need for further clarification of the goals and the need to design appropriate tools to measure our impact.

In a recent survey of Civicorps staff and community partners, the average rating for “How effective is Civicorps Academy overall?” was 4.4 on a 1-5 scale.

### What are its notable strengths?

In addition to the most notable strength which is the unique design of our program model involving academic immersion, paid job training, and robust wrap around support services, the survey pointed out the following notable strengths:

- Passionate and dedicated staff
- Responsive to student needs and feedback
- Portfolio based assessment
- Small class size
- Strong relationships between staff and students
- Sense of community
- Culture of continuous improvement
- Ongoing support of alumni

### What are the main priorities for improvement?

Our identified areas for improvement are to continue increasing the academic rigor for student achievement while creating more opportunities for student pathways into careers and/or college. We must improve retention and attendance which ties directly to the ongoing desire to meet the challenge of housing, childcare, and transportation that our students face.

### 3 How well is the school regarded by its students and parents?

*Civicorps chose to include Corpsmembers and community partners based on the fact that we serve adult students and parents are not often involved.*

Evaluation:	Excellent	5	4	3	2	1	Unsatisfactory
		X					

#### How do you know?

Stakeholders, including community partners and students, reported an average 4.7 rating for how well they regard the school. The feedback we receive on a daily basis from community partners supports this rating as we have strong ties to other social service agencies, job pathway partners, a stable volunteer group, the community college district, and a network of non-profit organizations. Student feedback has been gathered from impact surveys and bi-annual academic and job training program evaluations. These surveys illustrate a generally high regard for the program and the Civicorps community.

#### What do (a) students and (b) parents most like about the school?

Students appreciate the dedication of staff in all departments and the emotional support they receive as they navigate the program. Students regularly speak of the fact that Civicorps is like a family and is a great place to earn your diploma while getting paid to work. Community partners also appreciate the “sense of community” and the “safe, caring environment”.

#### What do they feel needs improvement, and what action is being taken?

Students want a better meal program than our in-house provisions and staff agrees. We are in the process of applying for the National School Lunch Program and hope to have a breakfast and lunch program up and running by late October. Partners would like to see more college and certificate offerings on campus and again, staff agrees. We are working to build in college-credit courses in partnership with Peralta Community College District and via funding the Career Pathways Trust II grant consortium. These initial courses will be in the areas of carpentry and legal studies but we hope to expand to other offerings in the upcoming years.

**4 How well do students achieve?**

	5	4	3	2	1	
<b>Evaluation:</b>			X			Unsatisfactory

**How do you know?**

This rating is primarily based on our MPO data. Our graduation rate and our alumni placement one year post-graduation are both over 70%. This reflects Civicorps Academy’s commitment to not only get students to their high school diploma but get them into successful positions beyond high school. Teachers are working hard to bridge the gaps in knowledge and to meet each students needs as they reengage with their academics after being away from school for anywhere from a few days to a few years. NWEA data shows that students are gaining skill each quarter in math, reading, and language.

**In which subjects and grades do students do best, and why?**

Interestingly the greatest gains are made in math while this class also creates the most anxiety for the Corpsmembers. Quarterly NWEA data shows that 84% of students made quarterly math gains in 2015-16. That said, reading and language gains are not far behind (80% reading, 76% language) and so it is difficult to assess based on these scores alone which subject students do best in.

**In which subjects and grades is improvement needed, and what action is being taken?**

We know that developing grammar and language skills are the most challenging for our students and NWEA data reflect this challenge. We are in the process of creating a new English curriculum framework that will be developed in conjunction with staff from the Peralta Community College District familiar with the remedial needs of entry level college students. This new framework will further enhance our more structured course requirements for students as they move through the program.

**Is there evidence of differential attainment according to gender, ethnic background or other grouping and, if so, what action is being taken?**

There is no evidence of differential attainment when we breakdown our data into demographic groupings. For example 2015-16 NWEA math data for our statistically significant student groups shows African-American students increasing scores at a rate of 87%, Low-Income at a rate of 84%, and Special Education at a rate of 85%.

5 How effective is the quality of instruction, including teaching, learning and curriculum?							
		5	4	3	2	1	
<b>Evaluation:</b>	Excellent		X				Unsatisfactory
<b>How do you know?</b>							
By reviewing student assessment data we see that students are improving in reading, math, and language. Our MPOs only show the demographic breakdown for achievement in reading but data reflects all significant sub-groups (African-American, Foster Youth, and Special Education) achieving well in math and language, as well as reading. Bi-annual surveys of students demonstrate satisfaction with instruction and content. Six times per year teachers norm their rubric scoring of essays as they review student writing assessments. This allows us to maintain a level of integrity with grading within the cross-curricular portfolio requirements.							
<b>Which are the strongest features of teaching and learning, and why?</b>							
Our strongest features are most certainly our small class size and dedicated staff who present material in a variety of ways to reach all learners. Courses are engaging and students are able to learn at their own pace. Teachers are skilled in supporting students with Individual Education Plans (IEPs) and our full-time Resource Team ensures that SpEd students receive the proper support and/or accommodations required.							
<b>What aspects of teaching and learning most need improvement, and what action is being taken?</b>							
We recognize the need for a stronger curricular framework which builds skill at each step within the program. There is also a need for clear ways to identify high performing students and to create curriculum that challenges their learning. The Head of School has engaged an English instructor from Berkeley City College to aid in developing an English curriculum that builds student knowledge through college level remediation. We will do the same for creation of a rigorous math curriculum.							

**6 How effective are the professional development opportunities provided to teachers and administrators?**

<b>Evaluation:</b>	Excellent	5	4	3	2	1	Unsatisfactory
				X			

**How do you know?**  
 If the evaluation of professional development was solely based on survey results we would show a 2.8 rating. This has been increased to a 3.0 due to the fact that much of the past two year’s professional development has been focused on content that is not easy to tie to direct performance measures but was evaluated favorable by staff at the time of the trainings. We have spent a great deal of time being trained on Trauma-Informed Care and have also spent full days on topics related to “Power & Privilege” and “Frameworks for Improving the Lives of Boys and Men of Color”. It is our belief that these trainings have resulted in more supportive relationships between staff and students, more thoughtful progressive discipline processes that include our Student Appeal Panel and increased dialogue with our adult learners. The feedback from specific trainings has all been positive and each training has been offered based upon agency goals and/or in response to direct requests from staff.

**Which are the strongest features of professional development, and why?**  
 The strongest feature is that professional development is driven by staff and is in response to staff needs. This creates an inclusive training environment that encourages staff to identify speakers, trainers, and outside opportunities. In addition:

- There are dedicated resources for supporting professional development and all staff has equal access to these resources.
- All professional development is geared toward improving the program for increased student success and that comes in many different formats.
- There are twenty (20) calendared days set aside for training and professional development throughout the year.
- We have a full-time Resource Specialist who provides ongoing SpEd training.
- We have a full-time Licensed Clinical Social Worker who provides ongoing training and support around trauma and harm reduction.

**How are professional development activities selected and evaluated?**  
 Agency wide professional development is geared toward the over-arching goals as determined by the Executive Director. These have included Mindfulness, Trauma Informed Care, and Power Structures. Each of these trainings are evaluated by staff via online surveys to assess the applicability of the material and to garner feedback on next steps. Role specific professional development is more loosely defined and staff are encouraged to attend outside training that will support their personal and professional growth. Examples of this include; attending STEM symposiums, participating in project-based learning seminars, and engaging in off-site leadership training. In addition, beginning teachers are involved in the Beginning Teacher Support and Assessment program where a coach is identified and expenses paid by Civicorps.

**What aspects of professional development most need improvement, and what action is being taken?**  
 Civicorps needs to establish a more formal plan for professional development. Through our WASC Self-Study this was also identified as an area of needed growth. We will be creating a Professional Development Committee that will include teaching staff, administrative staff, and other program staff, to work with Human Resources in an effort to plan more thoughtful and cohesive professional development. We also need to create a system of equity for teaching staff to miss days in order to attend approved training.



7 How effective is the assessment of student learning?							
		5	4	3	2	1	
<b>Evaluation:</b>	Excellent			X			Unsatisfactory
<b>How do you know?</b>							
Corpsmember learning is assessed through portfolio progress checks and completion of each individual assignment. Student understanding is also done in class through formative and summative assessments. The quarterly math, reading, and language NWEA assessment, progress reports each of the six terms showing course grades, and pre/post writing assessments add to the breadth of tools used to assess student learning.							
<b>What are the strongest features of assessment?</b>							
<ul style="list-style-type: none"> <li>• NWEA data provides a detailed breakdown of scores illustrating individual Corpsmember strengths and areas in need of attention which teachers are able to use to develop units and daily lesson plans.</li> <li>• Rubrics designed for every portfolio assignment help target instruction and provide Corpsmembers clear guidelines and expectations when completing work.</li> <li>• Calendaring of testing is consistent and communicated in advance to all staff and Corpsmembers in order to alleviate test anxiety and to provide a positive test environment.</li> <li>• Teachers use multiple forms of assessment within the classroom to ensure student comprehension.</li> <li>• Lessons are differentiated assessing individual student strengths.</li> </ul>							
<b>What aspects need improvement, and what action is being taken?</b>							
The NWEA and pre/post writing assessment data is not being used as effectively as it could to gain understanding of student academic growth. The Head of School is engaged in training with NWEA to identify the tools available and will then train teachers on how to access and utilize the information being gathered. We are also establishing clearer curriculum frameworks so that student movement through the courses is more thoughtful and based on individual need.							

**8 How effective are the strategy and processes that you have put in place to ensure your school enrolls a diverse student population (i.e. representation of English language learners, students with disabilities, or of homeless status)?**

	5	4	3	2	1	
<b>Evaluation:</b>	Excellent		X			Unsatisfactory

**How do you know?**

Data from our 2015-16 enrollment shows that we serve a diverse population of students:

- 61% African-American, 26% Hispanic/Latino, 9% Asian, 4% Other/More than 1 race
- 65% male, 35% female
- 99% qualify for free/reduced meal program
- 40% have a documented Individualized Education Plan/504
- 24% former foster youth
- 24% homeless
- 50% formerly incarcerated

**What are the strongest aspects of efforts to a diverse student population?**

Our strongest features of recruitment are the connections we have with community partners such as Alameda County Probation, foster youth providers, City of Oakland Social Services Agency, and of course the connection we have with Corpsmembers who are our best recruiters. The biggest change over the years in our recruitment strategy has been the use of social media and the enhancement of our website with creation of an online application. These tools have allowed us to reach a broader audience as we try to tap into communities we don't currently represent.

**What aspects need improvement, and what action is being taken?**

We recognize the need to better serve the English Learner and Newcomer students within our community. We have had meetings with Hayward Adult School to discuss strategies of shared support and have met with OUSD's Unaccompanied Minor Support Services to establish a partnership. This year we will hire an English Language Coordinator to assist in creating a comprehensive system of support so that we are well positioned to meet the needs of the students.

**9 How effective is the leadership and management of the school?**

<b>Evaluation:</b>	Excellent	5	4	3	2	1	Unsatisfactory
			X				

**How do you know?**  
 Survey results from staff, Board, and community partners showed that school leadership is perceived as above average. Annual performance reviews of leadership staff illustrate effective management over the past five years. With a change in the Head of School just this year we are in a growth and transition phase that is recognized as being challenging since the school had been under the same leadership for nearly 10 years. The change is a result in the former Head of School promoting into the Deputy Director position with the intention of further aligning the job training, support services, and school. Under former leadership the school earned a 6-year WASC accreditation and regularly met annual MPOs. We are confident that with the added leadership the Academy will remain on track in supporting student needs, increasing rigor, and meeting MPO targets.

**How does your school monitor teacher and staff implementation of the school’s curriculum, including its alignment with the California State Standards?**

Teachers submit course syllabi that map the California Common Core objectives to be addressed, the scope and sequence, and the key learning objectives. The Head of School monitors teachers and course content regularly to ensure that standards are met. We have also implemented the use of Peralta Community College District Student Learning Outcomes for English and math. These are beginning to be included in course overviews in addition to California Common Core. Classroom observations and reviews are conducted two to three times per year and constructive post-observation feedback is provided to teachers so that they know how to improve. The Head of School and Deputy Director monitor the MPOs and present quarterly results to the staff and Board of Directors.

**What steps are taken if school administrators and teachers are not effectively implementing the curriculum?**

Any teacher not meeting the standards for effective curriculum implementation, as identified by the Head of School, is put on probation and is expected to meet weekly with the Head of School to discuss lesson plans, teaching materials, and student work. The Head of School works closely with the teacher to help build curriculum and appropriate management strategies. After the probationary period, review, and ample opportunity to improve, the teacher who does not meet the standards is released from his or her contract.

**Which aspects of leading and managing the academic performance of the school work best, and why?**

The cooperative environment encourages creativity and risk-taking in the approaches to meeting the school’s MPOs and fulfilling the mission of the charter. Weekly faculty meetings help target instruction and are helping to align the appropriate pacing for the content areas. Clear expectations, organizational strategies, and communication are also important for managing the academic performance of the school.

**In what ways do the leadership and management of the academic performance need improvement, and what action is being taken?**

As with professional development, the leadership team must seek out training opportunities and communicate with other community school s and agencies to inform best practices and to provide continued improvement to the Corpmember Academy. The Head of School is building a professional learning community of their own and will be participating as a WASC peer reviewer to inform their practice. There is also an identified need to create more clear systems for data analysis so that all stakeholders are clear about learning targets, outcomes, and impact.

**10 How well does the charter school collaborate with parents to encourage active participation in their student’s education?** *Civicorps chose to include Corpsmembers and community partners based on the fact that we serve adult students and parents are not often involved.*

<b>Evaluation:</b>	Excellent	5	4	3	2	1	Unsatisfactory
			X				

**How do you know?**

Interestingly, partners rated Civicorps at almost a 5 when surveyed and feel that there is excellent collaboration and participation from the community in the student’s education, however staff feel there is more to be done. One partner responded by saying, “Civicorps does a great job including community partners to Civicorps hosted events. This makes the partners feel like they are truly a part of the team.” Another partner stated, “They actively seek outside partners and foster youth leadership.” It is true that partners are included on many different levels and student voice is highly valued, however, staff feels there are always more ways to include partners and students in the process.

**Which are the strongest features, and why?**

The partnerships formed with Job Training project sponsors (i.e. East Bay Regional Parks District, Caltrans, Alameda County Flood Control, East Bay Municipal Utilities Department, and Port of Oakland) create a strong foundation of community involvement directly tied to possible career paths for our Corpsmembers. The Academy connects with an expanding number of agencies to enhance classroom activities and to share information at such spaces as the annual College & Career Fair and the annual Health Summit. We also have a growing community of Academic Coaches (volunteer tutors) who are engaged one-on-one with students and a valuable asset to the community as they attend events throughout the year. Student voice is valued as they are surveyed each term regarding impact of support services and bi-annually on their perspective of the education and teaching they are receiving. We also ask students to complete surveys regarding the Job Training program to gain their anonymous perspective on the training and supervision they are receiving. A new addition to our program and the strongest feature of youth voice is the Student Appeal Panel where peers oversee a portion of the progressive discipline process.

**What most needs improvement, and what action is being taken?**

One partner recommended sending out more updates to showcase student work in an effort to garner more community support and participation. In addition, we will continue to identify more avenues to include Corpsmember voice in policy creation and program adjustments. These avenues may include more surveys, more focus groups, and/or inclusion of Corpsmembers in key meetings.

**11 How effectively does the school community analyze and use school-wide data for continuous improvement?**

<b>Evaluation:</b>	Excellent	5	4	3	2	1	Unsatisfactory
				X			

**How do you know?**

Through charter renewals and WASC accreditation we have become well versed in reviewing school-wide data. Our MPOs require a review of data each quarter and with LCAP there is an additional annual review. This analysis has guided us in our continuous improvement process.

**To what extent does the staff as a whole discuss and analyze performance data for programmatic improvement and to modify instruction?**

We are constantly reviewing attendance data in an effort to keep students engaged and on the path toward their high school diploma. This review generates targeted support from staff and counselors and/or progressive discipline as required by policy and for student accountability. Teaching staff are provided NWEA data on all incoming student cohorts and that data is reviewed as they enter the classroom. Administrators review MPO data quarterly and as changes are implemented to address areas of concern. The LCAP data is analyzed at the end of the year and to inform adjustments in the upcoming school year.

**Describe how the school is training administrators and teachers to understand and use assessment data.**

Teaching staff have been trained in how to interpret NWEA MAP scores and the new Head of School is currently engaging in webinars geared specifically for data review. The review of NWEA data by cohort is used by teachers to identify the skill sets of high and low performing students and to avoid teaching to the middle but rather to engage the lower skilled students and challenge the higher performing students.

**To what extent are parents and students informed of student performance data individually and schoolwide?**

- Corpsmembers receive their NWEA scores immediately upon completion of the exam
- Corpsmembers are kept aware of their grades in each course via posted system in the classroom
- Progress reports are completed and provided to Corpsmembers at the end of each term
- The LCAP and School Accountability Report Card (SARC) are posted on the Civicorps website

**What most needs improvement, and what action is being taken?**

It has become clear that during the transition of Head of School personnel the quarterly review of data with staff has been overlooked. We need to get back in the practice of the ongoing review of MPO data, NWEA growth data, and student survey data. We are also working on efforts to clean our data and make it more meaningful to teachers.

**12 How effective are the methods and strategies by which your school assures that students with disabilities are provided a free appropriate public education in the least restrictive environment and English Language Learners are supported?**

	5	4	3	2	1	
<b>Evaluation:</b>	Excellent	X				Unsatisfactory

**How do you know?**

Our data demonstrates that our students with disabilities and our EL students are achieving alongside their peers in all NWEA growth and graduation rates. Survey responses reinforce this data and illustrate that staff feel that the methods and strategies used are effective in meeting the needs of these student groups.

**Which are the strongest features, and why?**

- Three full-time staff on the Resource Team (Resource Specialist, Instructional Assistant, Instructional Aide)
- Clear communication from Resource Team regarding student needs
- Individual support for students in need
- Small class size and comfortable learning environment
- Differentiated instruction by all teachers
- Small staff encourages communication between teachers to discover what works for any given student

**What most needs improvement, and what action is being taken?**

Our English Learner program is clearly our area that needs most improvement. We have been in discussion with many partners to create strategies for recruitment and support and will be hiring an EL Coordinator this year. In addition, we will be assessing the support offered to students with IEP/504 to ensure we continue to meet their needs while also challenging them appropriately.

**13 How effective is your education program at diagnosing and addressing the needs of the following students: English Language Learners, students with disabilities, gifted students, and students in need of remediation.**

	5	4	3	2	1	
<b>Evaluation:</b>	Excellent		X			Unsatisfactory

**How do you know?**

Our percentage of students with Individualized Education Plans has grown significantly over the past four years and our data shows that their academic needs are being met as they make gains on assessments. With a strong Resource Team in place we are confident in our ability to diagnose and address the needs of students with disabilities. Our data and systems demonstrate early recognition of students with Individualized Education Plans via communication with the student’s former school district and one-on-one meetings with the Resource Specialist, so that support and accommodations are put into place immediately upon enrollment.

**Which are the strongest features, and why?**

The full-time Resource Team is our strongest feature when it comes to diagnosing and addressing the needs of students with disabilities. The Resource Specialist’s communication with staff regarding required support and accommodations happens quickly upon a student’s enrollment and all staff are clear about how the IEP will be implemented. In addition, our Resource Specialist transitions student IEP history into a 504 Plan as they reach the age of 22 and can no longer be served under our SELPA. This allows for continued support as the student works toward their high school diploma. Students identified as high achieving in math are pulled out into small groups and provided with more challenging curriculum.

**What most needs improvement, and what action is being taken?**

While our ELL students are identified and supported in the classroom, and CELDT protocol is followed, we recognize that needed improvement includes development of the English Language Learner program. In addition, we need a more clearly defined method of identifying gifted students so that they are appropriately served through challenging curriculum and pedagogy.

**14 How effective is the governing board of the school?**

	5	4	3	2	1	
<b>Evaluation:</b>	Excellent	X				Unsatisfactory

**How do you know?**  
 The survey results of staff, community partners, and the governing board average a 4.0 rating. This rating reflects the ongoing stability of the agency as we have grown our support services, expanded our social enterprises, and continued to diversify the board configuration.

**Describe the process for selecting your governing board members. List all current board members, board committees and provide a current resume for each individual as an attachment to this report.**

Board members are recruited by the Executive Director and other Board members, as well as through outside agencies such as Educate 78 and Compass Point that run Board training and recruitment programs. Board members are recruited for their skills and experience, problem-solving abilities, and representation in the community. Currently we have been recruiting board members with skills and connections in communication, public relations development, project management and IT. Potential board members are first interviewed by the Executive Director and as part of the interview take a tour of the Academy and job training programs. Candidates with a good fit are asked to submit a resume and cover letter. They are then interviewed by the Board President and Vice President, and candidates that pass this level are invited to sit in on a Board meeting. After that meeting, the Board votes on their position. All board members serve 2 year terms which are renewable. There can be a maximum of 25 board members, although in practice Civicorps aims to have 15 members. The Board Committees are Finance and Community Engagement/Governance.

**Describe the governing board’s primary roles and responsibilities. In addition, give an example of a recent issue/policy that the board is working on.**

The Board sees its primary responsibilities as:

- Ensuring the overall welfare and fiscal stability of the organization;
- The hiring and evaluation of the Executive Director;
- Working closely with Executive Director and top administrators to establish high level policies and monitor program performance against mission;
- Review and approval of LCAP, Charter Petition, and other necessary compliance documents;
- Managing the development of real estate owned by Civicorps;
- Raising funds and enhancing the agency’s reputation.

The most recent issue/policy that the governing board has been working on the development of 1425 5<sup>th</sup> St where the Civicorps Job Training Center is located. The Board is looking at how we can best develop this land that we own across the street from West Oakland BART. The goal is to have the Academy and Job Training Programs be co-located.

**What are the notable features of the governing board in the school?**

Our Board is diverse in gender, race/ethnicity, age, skills and occupation. They are energized and committed to the mission of Civicorps. Each member brings a level of expertise in their field and offers that perspective when discussing or deciding about matters facing the agency. This diversity is critical as Civicorps is a school and a non-profit, a type of social service, and runs two social enterprise businesses. The Board has the requisite skills to oversee the management of a complex organization with a broad range of funding, including significant earned revenues. Board members are often present for school events and also engage with students through tutoring and/or mentoring.

**How effectively does the governing board work with the school leader/s?**

The Head of School and Deputy Director are present at Board meetings and report out regularly on the status of the academic program. Members make targeted inquiries into the functioning of the school and the progress of student achievement. The Board understands its role in managing the Executive Director who manages the rest of staff and our academic and work training social enterprises. Overall there is open dialogue and the governing board provides guidance where appropriate and necessary.



15 How effective is the school at involving parents, teachers, and community members in the governance of the school?							
Evaluation:	Excellent	5	4	3	2	1	Unsatisfactory
				X			
<b>How do you know?</b>							
Survey results of staff, community partners, and the governing board rated the effectiveness of community involvement in school governance an average of 3.5. Community partners report feeling included and invited to participate in board meetings and to engage in board activities while staffs perception is that there are more ways for the governing board to involve Corpsmembers and the community.							
<b>Which are the strongest features, and why?</b>							
Open and welcoming Board meetings are the best way for students and community members to engage. The meetings are held at the school from 5:00-7:00PM with dates and minutes shared on the website. There are often Corpsmembers present at the meetings which allows for a positive exchange between Board learning from Corpsmembers and vice versa.							
<b>What most needs improvement, and what action is being taken?</b>							
We are looking into having emails go out regarding board meetings and creating a specific bulletin board in the school with board information. Having a Corpsmember Alumni would be a great addition to the Board configuration. This has been tried before but was not successful. Now that the Board has grown and become more stable it would be a good time to rethink this option. The Executive Director will be working with the Board to see about the possibility.							

16 How effective is the school at ensuring fiscal soundness and legal compliance?							
Evaluation:	Excellent	5	4	3	2	1	Unsatisfactory
			X				
<b>How do you know?</b>							
This assessment is based upon Civicorps Academy's good standing with all agencies and philanthropies we are connected with, including California Department of Education, WASC, California Conservation Corps, The National Corps Network, the City of Oakland, Workforce Development Board, and several private foundations. At every turn we are expected to be adhering to a high level of compliance and transparency.							
<b>Which are the strongest features, and why?</b>							
The Board Finance Committee meets quarterly and is comprised of experienced financial managers. Civicorps has a well-qualified finance and accounting staff that provides monthly and quarterly reports and other documentation for Board review. In addition, the Board has expertise on legal compliance issues as it relates to charter schools and works with a pro bono attorney on other legal issues.							
<b>What most needs improvement, and what action is being taken?</b>							
Strengthening the ability to more closely project cash flow by better understanding outflow needs. To identify non-recurring cash expenditures in a more timely manner. Civicorps is also going to look into Board training on charter school compliance and will utilize current board members with expertise in the charter school field.							

17 How effectively is the school managed fiscally?						
	5	4	3	2	1	Unsatisfactory
<b>Evaluation:</b>	X					
<b>How do you know?</b>						
<p>This effectiveness rating is backed up by the most recent financial audit which showed no management issues to be addressed and the organization's ability to meet all financial requirements of OUSD, California Department of Education, and other grant makers and entities that issue contracts to Civicorps. The Civicorps Academy budget reflects the programmatic revenues and expenditures accurately. Regular monitoring and mid-course adjustments result in sound fiscal management as evidenced by regular financial reporting to Board and funders.</p>						
<b>Which aspects of the school's fiscal operations work best?</b>						
<p>The best aspect of Civicorps fiscal operations is the diverse funding streams that allow the entire program model to function at a high level and the transparency of the agency budget which is shared with Corpsmembers annually. Civicorps regularly monitors revenues and expenses and has the ability to make mid-year adjustments in a timely manner. The Finance Committee of the Board meets quarterly with program staff to review financial summaries and reports to the full Board on fiscal accountability. It is a very high priority as documented in Board and Committee meeting minutes. The staff and Board review the school's finances, enrollment, and attendance status to ensure compliance with the approved budget enrollment targets and educational/legal requirements. The Head of School and Chief Financial Officer practice sound budget management and make mid-year adjustments as needed. The Chief Financial Officer and/or Head of School reports regularly to the Office of Charter Schools, Oakland Unified School District and the California Department of Education to ensure compliance. In addition to these general and sound practices, Civicorps has a robust Development department to assist with grant applications and reporting. This grant funding allows Civicorps to maintain a full support services team to address student barriers to education and job training.</p>						
<b>In what ways can the school's fiscal systems or operations be improved, and what action is being taken?</b>						
<p>The Chief Financial Officer and the Executive Director are always seeking ways to improve fiscal operations. At this point in time we are looking for funding streams that support general operating costs while continuing to engage with program specific support.</p>						

18 What are the most significant aids and/or barriers to raising student achievement?	
<p>According to all those surveyed, the most <u>significant aids</u> offered by Civicorps Academy that raise student achievement include:</p> <ul style="list-style-type: none"> <li>• Student voluntary engagement in the program and student resiliency</li> <li>• Small class size and direct academic support</li> <li>• Positive relationships between staff and students and community where students feel supported</li> <li>• Additional support offered by Academic Coaches and the Counseling Team</li> </ul>	
<p>The most <u>significant barriers</u> reported and perceived include:</p> <ul style="list-style-type: none"> <li>• Cultural divide between students and staff</li> <li>• Unstable living situations</li> <li>• Unstable childcare</li> <li>• Outside influences</li> </ul>	

# Charter Renewal Data Document

Name of school: <b>Civicorps Corpsmember Academy</b>				Name of School Leader: <b>Tyfahra Singleton</b>		
<b>Financial Information</b>				Year		<b>2016-2017</b>
Total Operational Budget <i>*Civicorps is a multi-program agency with a variety of revenue sources. The Academy receives a \$300,000 transfer from the agency revenues to support expenditures.</i>		\$2,715,200		Per Student Revenue		\$27,426
Total Expenditure		\$2,682,029		Expenditure Per Student		\$27,091
Balance brought forward from previous year		\$145,999		Projected balance carried forward to next year		\$196,276
<b>Special Populations</b>	<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>	
Percentage of students receiving <i>free/reduced lunch</i>	99%	96%	95%	99%	99%	
Percentage of ELL students	6%	4%	3%	8%	9%	
Percentage of students with IEPs	7%	22%	19%	26%	16%	
Percentage of students with 504 plans	8%	13%	17%	18%	21%	
<b>Pupil mobility in the school in prior year</b>				<b>Number of students</b>		
Students who joined the school other than at the usual time of first admission ( <i>*with rolling enrollment admission occurs throughout the school year</i> )				N/A		
Students who left the school other than at the usual time of leaving (excluding expulsions) ( <i>*students are able to complete and exit at any point during the year</i> )				N/A		
<b>Attendance for current and prior year P-2 ADA</b>		<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>
School data		84.24	66.45	59.83	74.09	TBD
<b>Attendance Rate to Date</b>		78%				
<b>Background of students 2015-2016</b>		<b>Number of students/Percent of Students</b>		<b>Discipline - prior school year</b>		<b>Suspension # of incidents</b>
<b>Expulsion # of incidents (*we do not expel students, all students are eligible for reenrollment)</b>						
African-American	162/61%	African-American		14	N/A	
Asian/Pacific Islander	24/9%	Asian/Pacific Islander		1		
Hispanic	69/26%	Hispanic		5		
White	0/0%	White		0		
Mixed/ No Response	11/4%	Mixed/ No Response		2		
Gender (male/female)	65%/35%	ELL		0		
Homeless Students	64/24%	SPED / 504		9		
		Gender (male/female)		12/10		
		Homeless Students		2		

<b>Lottery/Waitlist Information</b> (*we have rolling enrollment, no lottery, no waitlist. All applicants are invited to next scheduled orientation)					
	Date of Lottery	Grades of Applicants	Number of Applicants (per grade)	Number of Available Spaces (per grade)	Number of Students on Waiting List (per grade)
1 <sup>st</sup> year of renewal	N/A				
2 <sup>nd</sup> year of renewal	N/A				
3 <sup>rd</sup> year of renewal	N/A				
4 <sup>th</sup> year of renewal	N/A				
<b>Graduation Information</b>	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
HS only Graduation Rate – 12 <sup>th</sup> Grade	74%	75%	72%	72%	TBD
Retention Rate (% of 12 <sup>th</sup> grade enrolled since grade 9) * Percentage “ <b>Student Persistence</b> ” based on ASAM long-term student reporting guidelines	57%	64%	68%	64%	TBD
<b>Post-Graduation Plans – HS Only</b> *placement one year post-graduation					
% attending 4-year college	0%	0%	0%	TBD	
% attending 2-year college	37%	18%	25%	TBD	
% attending vocational/ technical training	18%	9%	13%	TBD	
% joined military	0%	0%	0%	TBD	
% working exclusively	39%	57%	53%	TBD	
<b>Teacher Recruitment/Retention</b>					
	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
Total # of Teachers	6	6	6	6	5
#/% New Hires	3/50%	2/33%	0/0%	1/17%	0/0%
#/% Retained from Prior Year	3/50%	4/66%	6/100%	5/83%	5/100%
Total number of vacant teaching posts currently (FTE)					0

<i>AYP</i>	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
AYP Met?	N/A				
% AMOS Met					
% Proficient-AMOS: African-American					
% Proficient-AMOS: Asian/PI					
% Proficient-AMOS: Hispanic					
% Proficient-AMOS: Mixed/No response					
% Proficient-AMOS: White					
% Proficient-AMOS: Socioeconomically Disadvantaged					
ELL					
Students with disabilities					
<i>API</i>	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
API	N/A				
Statewide rank					
Similar schools rank					
<i>CST</i>	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
<b>ELA</b>					
Proficient/Advanced	N/A				
Basic/Proficient/ Advanced					
Below Basic/Far Below Basic					
<b>MATH</b>					
Proficient/Advanced	N/A				
Basic/Proficient/ Advanced					
Below Basic/Far Below Basic					
<i>CAHSEE</i>	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
10 <sup>th</sup> grade pass rate	N/A				

# Measurable Pupil Outcomes and LCAP Goals

## Measurable Pupil Outcomes (MPOs)

<i>Measurable Pupil Outcomes (Please add rows as necessary to include all MPOs in the current charter; Data for the last two years is available in your Spring Site Visit report.)</i>						
Measurable Pupil Outcome	Instrument	Target	2012-13 Results	2013-14 Results	2014-15 Results	2015-16 Results
High Attendance Rate	Monthly attendance records submitted to OUSD	Will maintain or exceed an average 75% monthly attendance rate	85.3%	81.4%	77.2%	80.5%
Increased NWEA (Northwest Evaluation Association MAP scores)	NWEA quarterly testing data	75% of students who have not yet reach proficiency (230/235) will demonstrate growth each quarter during retesting of math, reading and/or language	86.1%	86.7%	91.2%	85.2%
Increased NWEA scores	NWEA quarterly testing data	A cumulative cohort average increase of 4 points for math and 3 points for reading and language on quarterly retesting	Math = 7.2 Reading = 6.6 Language = 6.9	Math = 10 Reading = 7.4 Language = 6.5	Math = 15.4 Reading = 8.8 Language = 7.5	Math = 8.3 Reading = 4.7 Language = 3.9
High Graduation Rate	Comparison of graduation ready students (those having passed both CAHSEE's) to graduates  *calculation of MPO and definition of "graduation ready" had to be revised due to CAHSEE cancellation during 2015/16	80% of "graduation ready" students will graduate within 9 months  GRAD RATE for 2015/16 onward = goal for students who are with us 90+ days to graduate within 15 months of enrollment – those who already did 90+ days and return will have 12 months from return date.	74%	75%	72%	72%
High student persistence rate	Enrollment records	75% of long-term students (those enrolled 90+ days) will persist in program from year to year (excluding graduates and those who move out of the	57%	64%	68%	64%

		area)				
High student satisfaction with the quality and clarity of instruction by teaching staff	Bi-annual student survey results	80% of students will agree that the teachers explain things clearly	76%	84%	83%	85%
High student satisfaction with the quality of their learning experience	Bi-annual student survey results	80% of students will agree that the teachers are presenting challenging material	73%	78%	85%	82%
Service to Community	Graduation Requirements	100% of graduates will have completed a minimum of 30 hours of unpaid service in the community	100%	100%	100%	100%
AmeriCorps Education Award Program scholarship recipients	AmeriCorps EAP completion data	100% of graduates will complete at least one scholarship worth a minimum of \$1,000  <i>*due to program change – no longer feasible</i>	75%	89%	68%	77%
Post Civicorps Placement (3 months)	Verification of transcripts or employment	Within 3 months of graduation, 75% of graduates will enroll in post-secondary education and/or begin career-track community internship/employment	80.4%	79.5%	82.5%	TBD
Post Civicorps Placement (6 months)	Verification of transcripts or employment	Within 6 months of graduation, 60% of graduates will be enrolled in post-secondary education and/or in career-track community internship/employment	78.4%	70.5%	67.5%	TBD

### Collective and Site Specific MPO's 2015-16

MPO	Target:	Amount:	Instrument:	2015-16 Outcome:
Each year 75% of students will increase 3 points on the NWEA Reading or achieve proficiency	75%	3 points	NWEA Reading	80%
Each year, at least 80% of students and families positively rate school safety	80%		Survey question: Civicorps Academy is clean, safe, and orderly.	90%
Each year, at least 80% of	80%		Survey question: I am	82%

students and families positively rate academic instruction			satisfied with the quality of academic instruction.	
Each year, at least 75% of students and families positively rate voice in school decision-making and/or opportunity for feedback.	75%		Survey question: There is clear communication between Civicorps Academy staff and its students.	86%
Each year, for each statistically significant student group, 75% will increase 3 points on the NWEA Reading or achieve proficiency.	75%	3 points	NWEA Reading	African American: 86% Low-Income: 80% Special Ed: 88%
Civicorps will maintain or exceed an annual 75% attendance rate.	75%		Average monthly attendance rate as shown on ADA report	81%
Within 6-months of graduation 75% of graduates will be enrolled in post-secondary education and/or in a career-track community internship or regular employment.	75%	6-months post graduation	College and Career Counselor verified enrollment or employment	71%
Civicorps will maintain or exceed an annual 70% annual graduation rate.	70%	all students enrolled 90+ days should graduate within 15 months of enrollment	Enrollment and graduation records	72%

### LCAP Goals Update

In regard to the LCAP goals you have had in place for the past two years, please address 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.

A 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. (Education Code section 47606.5.)

LCAP Goal	LCAP Outcome 2014-15	LCAP Outcome 2015-16	Resulting Change/Action
<b>Exceed state pass rate for ELA CAHSEE (+35%)</b>	+44% pass rate	N/A CAHSEE suspended	Implemented writing assessment
<b>Improve NWEA Language growth rate (85%)</b>	+80% growth rate	+80% growth rate	Reviewing curriculum framework & adding additional English course requirements



<b>Exceed state pass rate for Math CAHSEE (+35%)</b>	+32% pass rate	N/A CAHSEE suspended	Add additional math course requirements
<b>Improve NWEA Math growth rate (+85%)</b>	+90% growth rate	+89% growth rate	Reviewing curriculum framework
<b>Align to Common Core State Standards (CCSS)</b>	CCSS training held CCSS included in course overviews	Ongoing training CCSS included in course overviews	Addition of Peralta Student Learning Outcomes to aid in college readiness
<b>Provide a safe space for student learning</b>	Rated 4.1 by students on 1-5 scale	90% of students agree that Civicorps is a safe space	Implemented Corpsmember Appeal Panel and increased extra-curricular events
<b>21<sup>st</sup> Century Skill building</b>	71% of graduates in college and/or job 3-months post graduation	82% of graduates in college and/or jobs 3-months post graduation	Addition of Health & Wellness course and increased focus on computer skills

\* If your school adopted the Collective MPOs, you will include your progress on these goals for the 2015-16 school year

## FACILITIES AND FUTURE PLANS

<b>FACILITIES/ADA – APPLIES ONLY TO NON-OSD FACILITIES (CURRENT OR PLANNED)</b>	
Is the facility meeting the needs of your staff and students?	Yes
Will the facility continue to accommodate your growth needs?	Yes
If applicable is your current lease still valid?	Yes
Does your lease extend through the end of your requested charter term?	No
<p>If the lease does not extend through the end of your charter term please describe your plans for a facility solution which includes either: <a href="#">Letter from Duwo Partners regarding lease attached</a></p> <ul style="list-style-type: none"> <li>A letter of intent, signed by the building owner, to lease or sell the proposed facility to your organization; or</li> <li>A memorandum of understanding, signed by the building owner that describes the status of negotiations with your organization regarding the possible lease or purchase of the building, describes any foreseeable conditions, circumstances or considerations that may affect the decision to lease or sell the building to your organization, specifies any decision-making process that may be required before an agreement can be finalized, specifies a date by which a decision to lease or sell is likely</li> </ul>	
<p><b>Describe the condition of your current facility.</b></p> <p>Our current facility is a beautiful and healthy space for learning with five permanent classrooms, a computer lab, a large community meeting space, and a quiet study room. We moved into the space in January 2009 and have made it our own. We have remodeled the kitchen and added commercial appliances, added acoustic baffling to absorb and redirect sound in the open spaces, and decorated with student work throughout. Staff and students take pride in the space and everyone works to keep it orderly.</p>	

**What procedures are in place for handling facility repairs?**

We have a highly skilled handyman who is on call for facility repairs that are not covered by the property owner. In addition, our Corpsmember Operations Interns often handle minor repairs and small remodel projects.

**Describe your systems for ongoing maintenance of the facility and if applicable, provide a copy of the contract for provision of maintenance services for the facility.**

Our Deputy Director and Chief Operations Officer do regular reviews of our facility and work closely with the Head of School to maintain and improve the school building. In addition, we have a contract agreement with janitorial staff who provide daily maintenance including; compost, trash, and recycling removal, vacuuming, dusting, and cleaning of restrooms. In addition, the janitorial team shampoos carpets and deep cleans during winter and summer breaks.

**FUTURE PLANS**

*As applicable:* Describe any proposals for additional campuses your school may be approved for and/or are considering seeking approval for during this renewal period.

N/A

*As applicable:* Describe any material revisions to your charter and rationale for this renewal period. This request will be considered as part of the renewal process.

N/A

- Material revisions include, but are not limited to, adding additional grades, potentially growing student enrollment beyond the capacity, changing the school’s mission, purchasing a new facility, etc.
- In order to have the material revision to your charter approved, your school needs to:
  - State the revision(s) the school’s governing board wishes to make to the charter.
  - Describe the reasons for the request(s).
  - Describe the changes in the operations of the school that will be impacted by the proposed revision(s). Indicate how student enrollment, curriculum, staffing, governance, facilities, and budget may or will be impacted in the current school year and in the subsequent school years.

23. If the revision(s) directly affect(s) the students, explain if and how the proposed revision has been discussed with the parents.

- If appropriate, describe how student achievement may be impacted by the proposed revision(s).

510-893-8186

155 Filbert St., Ste. 200  
Oakland, CA  
94607

August 22, 2016

Alan Lessik  
Civicorps  
101 Myrtle Street  
Oakland, CA 94607

Dear Alan:

This letter is to communicate DUWO Partners, LLC would likely be willing to negotiate a renewal of your current lease when its expiration approaches and hope that we will be able to reach agreement on mutually acceptable financial terms in order to accomplish that. Our current lease is set to expire on December 31, 2020.

Civicorps has leased space in our buildings since before we purchased them in the 1980s. Therefore we already have a long history with each other and have renewed leases a number of times in the past. If Civicorps remains in good standing with DUWO Partners, which it has through the date of this letter, we see no reason why a renewal wouldn't be possible.

If you require any further assurances on this point, do not hesitate to let me know.

Very truly yours,



John C. Gage  
Manager of Duwo Partners, LLC, Owner

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# IPCS

## Integrity Professional Cleaning Services

PO Box 22508 Oakland Ca 94609  
Main: 510-846-9885 Fax: 510-277-1404  
[ipcs664@gmail.com](mailto:ipcs664@gmail.com)

### Estimate of Services to be Rendered to:

Civicorps  
101 Myrtle St.  
Oakland Ca 94607  
(510) 992-7800

\$ 1,500 a month.

Myrtle Street (Downstairs)	Each visit	1x per wk	monthly
Building Entrance, Offices, Conference Rooms and Hallways			
Sweep / wet mop / Vacuum Floors	X		
Empty Waste Baskets / Recycling	X		
Clean front glass doors / and conference room interior windows/doors		X	
Spot clean walls (as needed)			X
Dust		X	
Restrooms			
Restock toilet paper, toilet seat liner, soap and paper towels	X		
Empty waste and recycling containers	X		
Sweep and wet mop floors	X		
Clean mirrors and stainless steel surfaces	X		
Clean and sanitize all restroom fixtures	X		
Wipe all counter tops	X		
Spot clean walls (as needed)		X	

<b>Kitchen</b>			
Wipe and sanitize all counter tops	X		
Move Appliances and wet mop			X
Clean all cabinets			X
Wipe inside and outside microwave (weekly)		X	
Wipe all other kitchen appliances	X		
Sweep and wet mop floors	X		
Scrub sinks, Drains and stoppers	X		
<b>Stairs and Upstairs (including bathroom, kitchen, offices and board room)</b>			
Sweep / Wet Mop – Kitchen and Bathroom		X	
Clean Bathroom and Kitchen Appliances and Countertops		X	
Vacuum Offices, Halls, Conference Room			X
Empty Waste Baskets / Recycling		X	
Spot clean walls (as needed)			X
wipe and clean handrails (as needed)			X
<b>5<sup>th</sup> Street</b>			
<b>Stairs</b>			
Sweep wet mop stairs (Bi-Weekly)			
Spot clean walls (as needed)			
wipe and clean handrails			
<b>Bathrooms</b>			
Restock toilet paper, toilet seat liner, soap and paper towels	X		
Empty waste and recycling containers	X		
Sweep and wet mop floors	X		

Clean mirrors and stainless steel surfaces	X		
Clean and sanitize all restroom fixtures	X		
Wipe all counter tops	X		
Spot clean walls (as needed)		X	
<b>Shop</b>			
Sweep and wet mop floors			X
Spot clean walls			X
Empty Trash / Recycling	X		
<b>Office area</b>			
Dust all surface areas (desks, cabinets, window sills, light fixtures)		X	
Spot clean walls			X
Vacuum	X		
Empty Trash / Recycling	X		
<b>General Area</b>			
Take trash and recycling out to designated areas for pick up	X		
Upstairs office will be cleaned once a month to remove dust and debris			X
Clean all light fixtures			X
Scrub concrete floors with auto scrubber every other month to prevent build-up			Semi-monthly

**Note: exercise room on Myrtle st.:**

Per your request, Cleaning of the kitchen and bathroom in this area will only occur once per week on Friday. Any additional cleaning work must be requested by you.

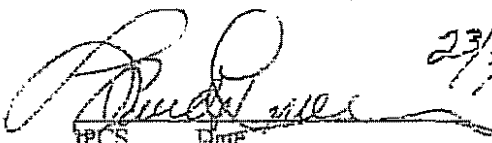
**Other Maintenance Services**

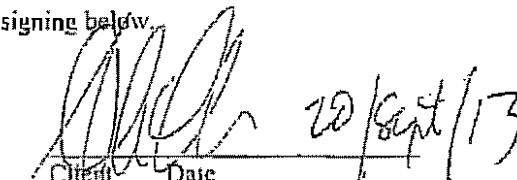
As needed or upon request, we also perform:  
 pressure washing  
 Full window cleaning (interior and exterior)  
 Carpet steam cleaning

Integrity Professional Cleaning Services  
Terms and Conditions

1. Client agrees to furnish all "user supplies, such as: toilet paper, paper towels, hand soap, trash liners/bags, light bulbs/tubes, etc. In addition, client agrees to provide ladders appropriate for lighting maintenance (if included under SPECIFICATIONS) and a hose/ nozzle for watering. (if included under SPECIFICATIONS and only when permitted)
2. Client understands that the term "replace burnt light bulbs", includes the changing of burnt Bulbs/tubes only applies to those light fixtures which are accessible and which do not present risk or danger to the janitorial staff.
3. Client understands that the term "spot clean doors or walls" indicates the use of a neutral cleaner and a rag, and that no guarantees can be made regarding the damage of painted surface.
4. Client understands that the dusting and wiping of the following equipment is excluded from this contract: computers, monitors, printers, keyboards, copiers, printers, fax machines, audio systems, and / or other sensitive electronic equipment unless otherwise noted.
5. In the event that janitor is requested to wash dishes, flatware or glasses, client understands that IPCS assumes no responsibility to any breakage of these items.
6. Client agrees to provide adequate and secure storage space for janitorial supplies and equipment. If storage is not secured, client will be held liable for any supplies or equipment removed from storage area and used without the consent of IPCS.
7. IPCS will observe the following holidays: Christmas, New Years, President's Day, Easter, memorial Day, July 4th, Labor day, and Thanksgiving. There will be no service on these dates, and your monthly fee has already been calculated with these dates in mind.
8. The agreed monthly fee shall be in effect for twelve (12) months after the initial signing of the Agreement, with the following exceptions: cost increases effectuated by our government, cost increases in state-mandated insurance rates, changes in contract specifications, or other causes beyond our control. Note for property management companies, in the event of a change in the management companies following a continuous 12-month fee period, IPCS reserves the right to adjust the monthly maintenance fee.
9. Client agrees to provide two (2) complete sets of keys to the building, offices and other areas for which IPCS is responsible.
10. Either party may cancel this Agreement immediately with or without cause. All unpaid

Both parties confirm acceptance of the Agreement by signing below.

  
IPC'S      Date      23/9/13

  
Client      Date      20/Sept/13

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## Civicorps Board Roster

	Name	Email	Start of Member's Term	End of Member's Term	Officer / Board Role	Committee
1	Phillip Dillard	me@phildillard.com	July/1/2015	June/30/2017	President	
2	Brenda Laribee	blaribee@comcast.net	July/1/2015	June/30/2017	Vice President	Community Engagement Committee Chair
3	Bruce Stoffmacher	brucestoffmacher@gmail.com	July/1/2015	June/30/2017	Secretary	
4	Robbie Yohai	rjyohai@aol.com	July/1/2015	June/30/2017	Treasurer	Finance Committee Chair
5	Aja Cooper	aja.cooper@fahrlc.com	July/1/2016	June/30/2018	Director	
6	Steven Hanson	handonssteven@gmail.com	July/1/2016	June/30/2018	Director	
7	Rita Isaacs	rkisaacs@aol.com	July/1/2015	June/30/2017	Director	
8	Babette L. Karsseboom	babette.karsseboom@schwab.com	July/1/2016	June/30/2018	Director	
9	Nita Kirby	nkirby66@gmail.com	July/1/2016	June/30/2018	Director	
10	Gary Lyla	glyla3@gmail.com	July/1/2016	June/30/2018	Director	
11	Rossana Peniche	rossana@craig-communications.com	July/1/2016	June/30/2018	Director	
12	Eric Premack	epremack@chartercenter.org	July/1/2015	June/30/2017	Director	
13	Amy Slater	amy@amyslater.net	July/1/2015	June/30/2017	Director	
14	Timothy Smallsreed	tsmallsreed@wendel.com	July/1/2016	June/30/2018	Director	Audit Committee Chair

**Amy Slater**  
253 Stonewall Road  
Berkeley, CA 94705  
510-845-2623  
amy@amyslater.net

## **EMPLOYMENT**

January 2003-  
Present

University of California, Hastings College of the Law  
Adjunct Professor  
San Francisco, California

Teaching seminar classes in negotiation and settlement to third year law students.

November 1997-  
April 2000

Ask Jeeves, Inc.  
General Counsel and Corporate Secretary  
Emeryville, California

Founding member of the Ask Jeeves management team with initial triple title of Director of Operations, General Counsel and Corporate Secretary. Achievements included structuring and supporting growth of company from 12 employees to more than 600. Principal company liaison for Ask Jeeves' initial and secondary public offerings, legal management of two multi-million dollar acquisitions and of all other legal matters affecting the company.

September 1995 -  
November 1997

LawTech, LLP  
Partner  
Berkeley, California

Law practice focusing on transactional matters for the technology industry, including intellectual property licensing, drafting, review and negotiation of agreements, providing counsel to clients on intellectual property, corporate and business matters.

December 1993 -  
July 1995

Oracle Corporation  
Corporate Counsel  
Belmont, California

Responsible for company legal matters involving intellectual property licensing, copyright and trademark issues, employment discrimination, First Amendment litigation and business disputes; supervision of outside counsel and litigation management.

- September 1990 – Townsend and Townsend and Crew  
September 1993 Of Counsel  
San Francisco, California
- Supervisory responsibility for federal and state court cases including issues of intellectual property, transportation law, antitrust and employment discrimination.
- September 1987- Kaus, Kerr & Wagstaffe  
March 1990 Associate  
San Francisco, California
- Responsibility for analysis, research and briefing in federal and state court litigation in areas of federal civil rights, environmental law, property rights and contract interpretation.
- February 1986- Self-Employed  
September 1987 San Francisco, California
- Contract attorney for Petit & Martin, Landels, Ripley & Diamond and Kaus & Kerr assisting with real estate and civil litigation projects.
- September 1981 - Landels, Ripley & Diamond  
February 1986 Associate  
San Francisco, California
- Experience in commercial litigation with real estate emphasis; experience in real estate financing, sales and acquisitions.

## **EDUCATION**

- Legal University of California, Hastings College of the Law  
San Francisco, California  
Juris Doctor 1981
- Undergraduate University of California, San Diego  
La Jolla, California  
Bachelor of Arts 1976, Summa Cum Laude

## **PERSONAL**

Married with one daughter  
Fluent in French and Spanish  
Interests include travel, running and reading

# Aia Cooper

609 E.23rd Street, #306 Oakland, CA 94606

Mobile (510) 730-9142 // Office (510) 999-

7379; Primary email: aja.cooper@fahrllc.com

cooper@beneficialstate.com

## SUMMARY

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High energy, detail oriented professional with experience ranging from political campaigns to education, and nonprofits. Produced and marketed numerous large-scale public events and high-profile fundraisers. Manages multiple roles within the Beneficial State family of organizations, serving as marketing strategist, and working closely to align the various organizations' marketing efforts.

Most importantly, passionate about civil rights and social action, economic empowerment,

## EXPERIENCE

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- February 2013 – Current **Fahr LLC** Strategic Initiatives & Events Coordinator  
Event Coordinator
- February 2013– Current **Beneficial State Bank** Marketing Strategist  
Marketing Strategist
- January 2016 – Current **Guardian Gym** Board Member  
Board Member
- September 2011 – February 2013 **Lyfe Productives** Account Manager  
Lead Publicist/Event Coordinator for Eddie Griffin Comedy, Black Vines: A Toast To Black Vintners, and Hip Hop Theater Piece Pistols & Prayers. Media writing feature Pitching, social Media, crisis management, and general PR strategy and
- May 2009 – September 2011 **Creative Edge Public Relations** Account Manager  
Event Coordinator for the annual Where Hip Hop Meets Couture at San Francisco City Hall. General media writing. As Account Manager, the core of my duties included developing media kits, local media PR strategies, media

## EDUCATION

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### San Jose State University

San Jose, California

Bachelor of Science in Public Relations, 2009

BACHELORES DEGREE

## SKILLS + ASSOCIATIONS

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- Member of PRSA
- InDesign
- Microsoft Office Suite

## **BRENDA L. LARIBEE**

1208 Hampel Street, Oakland, California 94602

(510) 482-1361 • BLaribee@comcast.net

### **QUALIFICATIONS:**

- ◆ More than 20 years of fund development experience
- ◆ Strong project management, analytical, and problem-solving skills
- ◆ Ability to establish successful relationships with high wealth individuals, foundation and corporation representatives
- ◆ Excellent collaborative skills both internally and externally
- ◆ Detail-oriented, organized and able to perform multiple tasks with varying priorities in a fast paced environment
- ◆ Excellent writing, research and analysis, editing and proofreading skills
- ◆ Quick learner with the capability to understand and translate programmatic goals and results to multiple audiences

### **EXPERIENCE:**

2010 – 2012 **St. Anthony Foundation**, San Francisco, CA

*Leadership Gifts Manager*

Responsible for developing, implementing and maintaining a robust leadership gift donor program which will significantly increase the number of major gifts to the organization.

- ◆ Identify, qualify, cultivate, and steward leadership donors and prospects to build strong, ongoing relationships to support both operational needs and capital projects.
- ◆ Collaborate with other fund development initiatives to integrate new leadership gift and campaign activities into existing annual development efforts.
- ◆ Work closely with board members and other key volunteers to help engage donors and prospects in the current capital campaign as well as continued organizational support.

2008 – 2010 **UCSF Children's Hospital**, San Francisco, CA

*Associate Director of Development*

- ◆ Responsible for a range of comprehensive development functions to ensure coordination of all fundraising and prospect/donor relationship-building activities, focusing on the identification, cultivation, solicitation and stewardship of individual and institutional prospects and donors (with emphasis on gift potential of \$10,000 and above).
- ◆ Coordinate and advance the fund development agendas for various UCSF Children's Hospital departments/units/programs with faculty, staff and volunteers as appropriate.

2004 – present **Fund Development Consultant**

Provide comprehensive fund development expertise, including:

- ◆ Fund development strategies
- ◆ Major donor campaigns
- ◆ Capital campaigns
- ◆ Fundraising and sponsorship associated with annual events
- ◆ Board trainings
- ◆ Annual fund management, including direct mail and sustainer programs
- ◆ Coaching/mentoring new development professionals
- ◆ Participate and/or manage aspects of nonprofit event production

Clients included: Friends of the San Francisco Public Library; National AIDS Memorial Grove; Project Inform; San Francisco AIDS Foundation; Save-the-Redwoods League; Federation of Gay Games; Charlotte Maxwell Complementary Clinic; The Kidney Trust; SFJAZZ.

**BRENDA L. LARIBEE** (page 2)

- 2000 – 2004 **New Leaf: Services For Our Community**, San Francisco, CA  
*Director of Development*  
Directed all aspects of a comprehensive fund development plan for a \$2.8 million nonprofit counseling and social service organization serving the LGBT community of San Francisco.
- ◆ Developed and implemented an annual fund development plan to raise \$600,000 in private funds from a variety of sources, including individual gifts, foundation and corporation grants, special events, planned giving and community partnerships
  - ◆ Implemented the first steps of a Planned Giving Program, including the establishment of a named recognition society, marketing appeals and an educational seminar for Board members
  - ◆ Enhanced model for annual fundraising event to increase attendance, donations, in-kind and media sponsors to build signature Spring Gala for organization
  - ◆ Worked in collaboration with volunteer board of directors and community members to achieve annual fund development goals
- 1998 – 2000 **Sierra Club**, San Francisco, CA  
*Director of Operations, Major Gifts*  
Provided oversight and direction for the ongoing administration, systems and operations for major gift fundraising activities of a national environmental organization headquartered in San Francisco.
- ◆ Provided operational support and administrative oversight to 4 regional major gift offices
  - ◆ Developed appropriate database record-keeping and tracking systems
  - ◆ Managed all major donor relations and stewardship communications activities, major donor events, donor communication materials, donor research procedures
  - ◆ Monitored departmental expenses and served as liaison to the Finance Office
- 1994 - 1998 **Continuum HIV Day Services**, San Francisco, CA  
*Director of Development and Finance* (1996 - 1998)  
Responsible for all incoming and outgoing financial resources for a \$1.6 million nonprofit agency.
- ◆ Managed donor relations and tracking for a \$1.5 million capital campaign
  - ◆ Directed agency budgeting procedures and all day-to-day fiscal transactions
  - ◆ Managed annual major donor campaign and ensuing relationships, direct mail solicitations, donor acquisition campaigns, and fund development events
  - ◆ Developed strategies for new and sustaining funding partnerships with local and national corporations and foundations
- Director of Development* (1994 - 1996)  
Created an annual fund-development plan and directed all development activities accordingly; successfully raised \$.5 million annually from private and corporate sources.
- 1992-1994 **Shanti Project**, San Francisco, CA  
*Interim Director of Development and Communications* (4/93-3/94)  
Responsible for directing all aspects of development and communications department, including major donor solicitations and relationships, direct mail and telemarketing campaigns, events, corporation and foundation relations, donor stewardship materials, and estate administration.
- Development Manager for Corporations and Foundations* (10/92-4/93)  
Developed and managed effective working relationships with existing and prospective corporate and foundation funders and agency program managers.

**BRENDA L. LARIBEE** (page 3)

- 1989-1992     **Harvard University, John F. Kennedy School of Government, Cambridge, MA**  
Joan Shorenstein Center on the Press, Politics and Public Policy  
*Financial/Fundraising Manager*  
Directed all financial operations of the Center with an annual budget of \$1.5 million; developed annual and strategic planning budgets; initiated and coordinated publication of the Center's Fifth Anniversary Report; managed fundraising activities associated with conferences and special events; managed assistants for accounts payable and office operations.
- 1989           **The Crittenton Hastings House, Boston, MA**  
*Development Consultant*
- 1990-1992     **Simmons College Graduate School of Management, Boston, MA**  
*Teaching Assistant*
- 1988-1989     *Placement Assistant*
- 1986-1988     **Fidelity Investments Retail Services, Boston, MA**  
*Financial Analyst*
- 1985-1986     **Deloitte Haskins & Sells, Boston, MA**  
*Staff Accountant*

**EDUCATION:**

- 1989           Simmons College, Graduate School of Management, Boston, MA  
Master of Business Administration Degree
- 1985           University of New Hampshire, Durham, NH  
Bachelor of Science Degree in Business Administration

**RELATED ACTIVITIES:**

- ◆ Long time member of the Development Executives Roundtable
- ◆ Volunteer host and past Board member, Bread & Roses
- ◆ Annual volunteer captain for AIDS/LifeCycle since 2007
- ◆ Successfully completed the National AIDS Marathon Training Program in Florence, Italy (2006), raising \$15,000 for the San Francisco AIDS Foundation
- ◆ Volunteer fund development expertise to Access Institute, Pacific Center, "We Were Here"/San Francisco Film Society and National AIDS Memorial Grove
- ◆ Volunteer grant reviewer, Macy\*s Passport Fund Committee and Academy of Friends Beneficiary Committee
- ◆ Knowledgeable in personal computer operations and fund development databases, including Microsoft Office Suite (Word, Excel, Outlook), Raiser's Edge, Donor Perfect, Internet research, and Social Media

**REFERENCES AVAILABLE ON REQUEST**

Babette L. Karsseboom  
Executive Bio  
03.21.2016

I started my career in Financial Services in 1986 at Bank of America in Branch Operations. Over my tenure I held positions in Branch Management, Training & Development, Audit, Product Development and Communications. I became a Vice President at BofA in 1989.

In 1999, I left BofA and became a Consultant for a small firm in San Francisco and my first contract was with Charles Schwab. I joined Schwab fulltime in February 2000 as a Senior Manager in the "Electronic Brokerage" enterprise managing banner advertisements in email communications. Over my tenure I've held positions in Marketing Communications, the Media Studio, Crisis Communications, Web Product Development and established the Platform and Product Solutions team with direct management responsibility for Web and eMail Publishing, Usability, Analytics and Marketing Product Development. I became a Vice President at Schwab in 2008. I currently am the Execution Executive for the Business Process Transformation Initiative, an investment of over \$70MM to transform how work across our various operations service and support teams is processed. I have direct responsibility for Product Development, Field Readiness Change Management and Field Support.

My leadership style is direct and honest. I am a firm believer in talent development and team management is one of the things I enjoy most about my job. I have achieved the level of success in my career that has allowed me to create opportunities for others. I believe in working with individuals to help them grow and achieve success. My top strengths are: Achiever, Intellection, Responsibility, Individualization, and Arranger.

Four lessons I've learned in my career:

1. Trust is earned, not guaranteed
2. Believe in yourself and the value of what you bring to your chosen profession
3. Be passionate about what you do and approach it with conviction
4. Being consistent and ethical will lead to success

On a personal note, I was born in San Francisco and raised in Oakland. My husband is a Police Officer for the City of Oakland. We have been married for 24 years and are the proud parents of the most incredible eight year old twin boys Joshua and Jacob. I enjoy spending time with my family, traveling, reading and photography.



# Bruce Stoffmacher

4201 Carson Street, Oakland, CA 94619, (310) 433-9035, brucestoffmacher@gmail.com

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## Education

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UCLA Luskin School of Public Affairs <b>Masters in Public Policy (MPP)</b>	2007 - 2009
LAUSD Credential Program, National Board, Professional Teaching Standards <b>Multi-Subject Credential, Spanish Bilingual, National Board Certified</b>	1995 - 2004
UCLA <b>B.A. in Anthropology, Minor in Business Economics</b>	1986 - 1991

## Work Skills

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- Education: Twelve years experience in curriculum & assessment development, school/district instructional leadership, and mentorship & BTSA leadership.
- Policy Analysis & Research: Five years experience conducting research, writing reports and legislation, and making policy recommendations in economic/social/urban policy areas.
- Client/Community Outreach: Significant experience working with a variety of community groups, producing conferences and presentations, conducting surveys, and analyzing results.

## Work Experience

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**Office of City of Oakland Councilmember Libby Schaaf** 2011 – Present  
Policy Analyst and Community Liaison: Conducting research, analysis and stakeholder engagement on a variety of urban policy and municipal management issues: economic development, retail revitalization, crime prevention, public works / sustainability measures, youth engagement, organizational funding mechanisms, and fiscal / pension reform measures.

**Strategic Development Solutions – Los Angeles, CA** 2008 – 2009  
Research Associate: Conducted research and evaluation of government bond, loan guarantee, workforce grants, and related programs, wrote detailed client reports, and wrote 60M+ tax credit grant applications.

**Children Youth Family Collaborative – Los Angeles, CA** 2008 - 2009  
Curriculum Coordinator: Retooled the afterschool nonprofit's entire curriculum based on CA K-12 learning standards, Gardner's Multiple Intelligences theory, and a variety of curriculum packages. Created and led trainings for over 40 school site coordinators.

**Oregon Legislative Fiscal Office – Salem, OR** 2008  
Legislative Intern: Worked with policy analysts and Health-Licensing Agency Directors to research employee data collection systems of each agency. Created process maps of data collection systems and made recommendations for standardized performance measurements across State Health Licensing Agencies.

**UCLA Graduate School of Education and Information Studies** 2007 – 2008  
Field Supervisor: Supervised and mentored new teachers earning their Masters in Education.

**Los Angeles Unified School District (LAUSD)** 1995 – 2007  
K-5 Teacher, Mentor & BTSA Liaison, Curriculum Planner & Leader, English Mastery Program Coordinator, K-12 New Teacher Instructor & Union Leader, Grade Level Chair and National Geography Conference Presenter.

## **ERIC PREMACK**

817 14<sup>th</sup> Street, Suite 300  
Sacramento, California—95826  
916.538.6612  
epremack@chartercenter.org  
www.chartercenter.org

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### **PROFESSIONAL EXPERIENCE**

#### **Charter Schools Development Center, Sacramento, California Founder and Executive Director, 1993 - present**

Founded and for direct the nation's first charter school support organization with a 17-year track-record for groundbreaking innovations in charter school leadership training and development, quality review, oversight, and state and federal charter school policy. Major accomplishments include:

- Developed and delivered an extensive annual calendar of intensive leadership training and development institutes and workshops for charter school principals/directors, governing boards, business officers, and charter-granting agencies. Institutes include the annual Charter School Leadership Institute (6-day intensive for new charter school principals/directors), Charter School Chief Business Officer Training (21-day course for charter business officials), and Charter Governance Academy (10-day course for charter governing board members and school principals/directors).
- Authored several major charter school support publications including two books on charter school development and finance, a lengthy list of technical and “how to” publications, and publish a popular periodical charter school newsletter
- Provided direct assistance to legislators and governors of over 25 states and at the federal level to draft, implement, and troubleshoot state and federal charter school laws.
- Provided charter school-related consulting services to hundreds of charter schools, major charter-granting agencies, school districts, philanthropic organizations, think tanks, and foreign governments.
- Developed and presented two series of intensive school planning and start-up workshops and assisted government officials to create and launch an autonomously-governed public schools sector in the Persian Gulf emirate Qatar.
- Oversee and aspects of CSDC's operations. Ensured 15-years of consistent high quality and growth. Successfully shifted from primary dependence on philanthropic funding to a fully self-sustaining chartered school support organization.

**Research, Policy, and Practice International, Inc., Berkeley California  
Senior Analyst, 1993- 1996.**

Performed education program and policy research, development, and analysis for this highly-regarded research firm. Launched and managed the Charter Schools Project providing technical assistance and training to California's first charter schools. Served as staff to the first major U.S. Department of Education-sponsored National Study of Charter Schools, including assisting to develop the research design, implementation of research, data analysis, and authoring a comprehensive analysis of all state charter school laws and policies.

**Charter School Policy and Development Private Practice Consulting  
January 1995-present**

Provide expert technical and policy consulting to charter school developers, sponsors, policy makers, and support and research organizations across the US and internationally. Services provided include charter drafting and development assistance, school planning and implementation assistance, conflict resolution and troubleshooting, and legislative and policy development and review, and research design and implementation. Clients have included charter schools and charter schools consortia, charter granting and oversight agencies, think-tanks, state legislatures and policy-makers, state education agencies, colleges and universities, and others.

**School Services of California, Inc., Sacramento, California  
Associate Director, Fiscal and Management Services, 1992 - 1993**

Provided fiscal, organizational, legislative, labor relations, and management consulting services for California school and community college districts with California's largest school district consulting and lobbying firm. Directed studies of school district structure, management, and finance under contract to school district administrators and board members. Advised hundreds of school district clients on fiscal and legislative matters. Provided labor relations consulting services with emphasis on major economic and budgetary issues. Co-editor and contributing writer for *Fiscal Report* newsletter. Planned and presented at major twice-annual conferences on school district finance and legislative matters and provided leadership training workshops for school district superintendents, governing boards, and business officials on school finance and labor relations matters.

**Office of the Legislative Analyst, California Legislature, Sacramento, California  
Education Program and Finance Analyst, 1989 - 1992**

Conducted fiscal and program analysis for legislators and fiscal committee staff in this renowned and nationally-recognized, non-partisan advisory agency. Directly responsible for analysis of state budget proposals in major K-12 education funding programs and California Department of Education operations. Advised legislator and their staff and testified regularly for legislative fiscal committees regarding major K-12 education finance and policy matters. Maintained K-12

education finance databases, monitored compliance with state constitutional education spending requirements, and directed research projects in response to legislators' requests.

**The Citizens League, Minneapolis, Minnesota**  
**Research Associate, 1986 - 1987**

Conducted research and analysis in a wide variety of state and local policy areas for Minnesota's leading non-partisan policy "think-tank." Issue areas included K-12 and post-secondary education, transportation, environmental regulation, and state and local government finance. Contributing writer for the *Minnesota Journal* public affairs newsletter. Helped coordinate *Mind Openers* breakfast policy seminars. Planned policy issues study committee agendas and recruited public and private sector experts to testify for study committees. Consulted with the League's Community Information Committee to disseminate the League's analyses and recommendations to legislators and policy makers.

## EDUCATION

**University of Chicago: Graduate School of Public Policy**, MA, June 1989. Concentration in Education Policy. Full tuition fellowship.

**The College, The University of Chicago:** B.A., June 1986. Major in special multidisciplinary program incorporating politics, economics, rhetoric, and law (PERL). Dean's list.

## CHARTER SCHOOL AFFILIATIONS AND HONORS

**California Network of Educational Charters (CANEC)**, founding board member and advisor 1993-2002. Advocacy Committee chair, 1993-2002. (CANEC was incorporated into the California Charter Schools Association in 2003.)

**California State Superintendent's Charter School Advisory Committee**, member 1995-2001.

**Charter Friends National Network**, co-founder and principal (1994-2003) of this precursor to the National Charter School Alliance. Provided extensive support to the network's supported charter school resource centers and associations in dozens of states. Successfully solicited major grants to support the network's operations and to support and/or launch other charter school support organizations.

**Civicorps Schools, Inc., (formerly the East Bay Conservation Corps)** board member, 2000-present of this major non-profit youth development organization based in Oakland, CA. Served on finance committee, executive committee, and as vice chair during various years.

**Hart Vision Award**, for outstanding support to the charter school movement in California, awarded twice including individual award in 1996 and organizational award in 2002.

**St. Hope Public Schools, Inc.** Founding board member, vice-chair, and board treasurer 2002-2005.

## **MAJOR CHARTER SCHOOL-RELATED PUBLICATIONS**

(partial listing)

*California Charter School Finance*, Sacramento, CA, 1997-2009 editions.

*Charter School Development Guide*, Sacramento, CA, 1997-2009 editions.

*Charter School "Tool Kit" series.* Topics include charter school planning, financial planning, governance, school incorporation, governing board policies development, charter petition and proposal review, charter school quality review and oversight, special education, and facilities.

# GARY LYLA

Oakland, CA 94610 · 617.872.8933 · gyla3@gmail.com · www.linkedin.com/in/garylyla

*Program Manager · Business Analyst Manager · Consultant*

Program Manager with demonstrated success across multiple industries. Throughout my career I have been engaged in both the consulting and the application of technology solutions across multiple clients operating within several verticals (High Tech, Financial Services, and Utilities, etc.). I am looking for a challenging position that will take advantage of my strong mathematics and science background as well as give me the opportunity to engage with clients to solve complex problems.

## Education and Professional Development

**Master of Science, Electrical Engineering** 2005

*Boston University, Boston, Massachusetts*

**Bachelor of Science, Electrical Engineering** 2002

*Boston University, Boston, Massachusetts*

## Skills, Strengths & Competencies

Requirements Gathering

MS Office/MS Project

Defect Management

Microsoft Visio

HTML

Use Case Analysis

MS Excel (Advanced)

Gap Analysis

System Testing

SQL (Basic)

Integration Testing

Business Process Analysis

## Activities

**Science Club for Girls, Boston, MA**

**March 2013 – May 2013**

**Volunteer**

## Career Overview

**Google Inc., Mountain View, CA**

**November 2015 – Present**

**Program Manager**

- Manage 7 programs concurrently to support the Americas Google Apps for Work Account Management team
- Manage outsourced Customer Insights vendor team to assess Apps accounts and discover potential cost savings and upsell/cross-sell opportunities
- Discovered \$8.6M in potential upsell opportunities and cost savings for our Apps customers through the Customer Insights Program
- Manage and track progress of programs and upsell campaigns through bi-weekly meetings with 10 Google Apps for Work Account Managers

**Google Inc., Mountain View, CA**

**October 2014 – October 2015**

**Global Customer Care Program Manager**

- Managed a global team of account managers that drove health check initiatives prior to Apps and Geo contract expiration
- Managed outsourced Customer Care vendor team of 14 and saved \$7.3M in Apps and Geo renewals
- Led vendor team to discover \$1.4M in upsell opportunities, which was closed by the global Account Management team
- Engaged and coordinated internal groups as needed to resolve customer issues to maximize retention

**Blackstone Technology Group, San Francisco, CA**

**December 2013 – August 2014**

**Business Analyst**

- Elicited requirements from product team and key client stakeholders to refine core product via agile development process.
- Created wireframes for new module of web-based natural gas transmission application.
- Developed and maintained requirements, workflows, and process model deliverables.
- Conducted system testing to ensure quality application delivery to clients.

**4Sight Technologies, Boston, MA**

**November 2009 – December 2012**

**Business Analyst Consultant**

*Mapfre USA, Global Insurance Firm*

*October 2010 – December 2012*

- Managed client relationship by facilitating meetings with key business users and stakeholders to capture business requirements for core insurance application.
- Analyzed and negotiated client requirements to ensure viable system solutions, which resulted in client satisfaction.
- Conducted system and integration testing to deliver defect free code to the Production environment.
- Performed gap analysis for 9 new business products and reviewed enhancements for updated platform.
- Operated as liaison between software developers and business stakeholders to develop 11 optimal system solutions for company's insurance processing software.
- Delivered 8 insurance application enhancements using the agile software development methodology

*Santander, Global Banking Firm*

*November 2009 – September 2010*

- Facilitated the on-boarding of over 100 project resources to meet needs and demands of the transformation project.
- Coordinated the US PMO reports and project plans to meet the methodology of the Global PMO.
- Managed logistical resources to facilitate project meetings between onshore and offshore teams.
- Supported Operations manager in investigating time report discrepancies to ensure project remained on budget.

**Accenture, Boston, MA**

**February 2005 – February 2009**

**IT Management Consultant**

*National Grid, Leading Utility Firm*

*June 2008 - January 2009*

- Conducted analysis of New York System Operator Dispatch and New England Associated Operators to determine common functionalities.
- Researched and analyzed reports from Gartner and Forrester to provide input for industry best practices.
- Documented requirements for system operator business procedures.
- Created project plan to consolidate facilities and associated systems across multiple Northeastern regions.
- Consulted with the Director of Operations to provide analysis on current practices and direction in developing improved policies.

*EMC, Leading Data Storage Device Firm*

*October 2007 – April 2008*

- Managed RFP process, which included an in-depth evaluation of proposed solutions and resulting development of a shortlist of vendors. Recommendation from vendor analysis directed project's decision for a remote servicing solution.
- Organized gap analysis for current-state server commission, decommission, and reallocation processes.
- Designed high-level future-state application server life cycle flow charts.
- Conducted an in-depth analysis of client's in-house solutions, assessing the resiliency, recoverability, supportability, and scalability of 23 mission critical applications. Findings enabled client commitment to upgrade and enhance all critical applications.

*Genzyme, Global Biotechnology Firm*

*January 2007 – September 2007*

- Analyzed and reviewed requirements with key business users to ensure delivery of viable application functionality.
- Managed nearshore testing team for test execution of functional test scripts using Rational CQ Test Manager. Efforts allowed for successful deployment of a customized contract management application.
- Executed integration testing, which included test planning and development of test strategy.
- Managed risk of integration project, which encompassed resolution of all project-developed issues and identification of threats to budget. Efforts allowed project to be delivered on time and within \$100K budget.
- Communicated daily testing status report to business stakeholders.

*EMC, Leading Data Storage Device Firm*

*March 2005 – November 2006*

- Oversaw 8 onshore and offshore team members to complete code migrations to multiple databases to facilitate deployment to production environments.
- Performed first-level problem analysis and resolution for code migration, environment access related issues, and coordinated issue escalation and resolution, which included interaction with third party support organizations to resolve user problems.
- Executed 150-200 code migrations per week to multiple database environments, including installations and verification in each environment.
- Evaluated and resolved 150 security issues and access requests per week for Production environments.



## PROFILE

- 20 plus years' experience driving project development & management, client services and customer relations
- Outstanding communication and analytical skills, able to work well with others
- Well organized; strong in planning and implementing programs
- Committed to work that furthers the development of others
- Excellent writing, presentation and public speaking abilities
- Confident and decisive under a variety of circumstances

## EXPERIENCE

### 2003 – Present JK Group, Inc. - Director, Client Strategy

Responsibility to provide philanthropic strategic development for corporate giving, which includes, but not limited to program implementation for new and existing clients, creating management processes, troubleshooting and ensuring client satisfaction for more than 275 current clients, new business development and customer relationship management oversight

Accomplishments:

- Developed over 200 Proposals for new business and/or services
- Managed teams of 5 to 50 person delivering services and customer support
- Created and analyzed client survey to receive feedback and enhance program offerings
- Implemented over 100 philanthropic programs, which included program development, process development, creation of program materials and training
- Oversaw website and program development for 100 clients transitioning into a web environment – look and feel, functionality and program structure
- Utilize program management skills to enhance client's fundraising, special events and volunteer activities
- Developed the first ever JK Group Forum on Philanthropy to discuss current trends and best practices in corporate philanthropy over a two-day period.
- Secured over \$2.3M in new business development over a 4-month period
- Created a volunteer activities platform to engage corporate clients not currently allowing volunteer choices

### 2000 – 2003 PipeVine - Senior Vice President, Customer Relations

Primary responsibility was to oversee all aspects of established clientele relationships, including account staff, program development, and fulfillment and service measurements

Accomplishments:

- Recruited, trained and supervised 20 account managers to provide support to both corporate and non-profit personnel
- Facilitated cross-functional training opportunities for service team members as it pertained to program development, customer service and process management
- Developed business models, project plans, cost analysis and service delivery requirements to meet desired outcomes of the organization
- Established protocol to target client base for new business and up sale possibilities through business tools and relationship development
- Provided consultation for over 75 clients pertaining to special event planning and fundraising activities to grow dollars raised by local community groups
- Assisted in the development of brand identity and collateral materials for the organization
- Developed and implemented Customer Relationship Management techniques and tools to enhance profitability and customer loyalty

### 1998 – 2000 United Way Bay Area - Vice President, Customer Service

Managed customer service staff, developed systems protocol for call management software and oversaw all customer service training for UWBA staff

Accomplishments:

- Designed databases to track and record processing exceptions, inventory and service requests for customer service issues
- Provided direct telephone and email customer call center support to high touch clientele and escalation issues
- Maximized staff effectiveness and morale by assigning tasks related to skill sets and interests promoting team development and personal growth
- Recruited, trained and supervised over 40 administrative and customer personnel
- Provided reporting, call statistics and service enhancements based upon feedback directly from clients

**1991 – 1998                      Atlanta Police Department - Senior Project Manager**

Oversaw fiscal responsibilities, community related policing initiatives and special public safety projects for the Office of the Chief and Administrative Services Division

Accomplishments:

- Served as Project Manager for:
  - Property Management development for community oriented Police Precincts
  - Tracking NCIC/GCIC activities for stolen property
  - Community Relations
- Chaired the Public Safety Training Sub-Committee for the 1996 Olympic Games:
  - Directed the preparation of video production, lesson plans, classroom instruction and seminars involving local, state and federal law enforcement personnel
- Coordinated and instructed specialized training courses involving Community Relations, Public Service and beginning computer skills
- Authored employee training manuals for customer service and public safety courses

**GENERAL EXPERIENCE**

- Served on Board of Directors for a non-profit agency as Treasurer and Administrative officer, overseeing payroll, staff evaluations, fundraising and grant writing
- Developed planning models for financial analysis, budgeting, forecasting, statistics and research methods and strategic planning
- Set up management protocols for data collection and mining to improve results and financial assessment

**EDUCATION**

California State University at Hayward, 1988

Laney College, 1986

Management Courses and training seminars related to Public Service and Community Relations

**CERTIFICATIONS**

Six Sigma Green and Yellow Belt

**HONORS AND AWARDS**

Recognized by the Clorox Company for Community Partnership 2003

Recognized By AT&T as a Community Leader 2001

Employee of the Year 2000 United Way of the Bay Area

**PROFESSIONAL ORGANIZATIONS/COMMUNITY ACTIVITIES**

Member of the AMA

Member National Association of Professional Women

Administrative Officer and Treasurer – Grant Park Learning Center

Volunteer Board – Glide Foundation

References gladly furnished upon request!

### **Expertise**

- ✓ Multi-cultural outreach with an emphasis on Latino population
- ✓ Bilingual – Spanish/English
- ✓ Local hire programs
- ✓ Community benefit packages
- ✓ Stakeholder education



**ROSSANA G. PENICHE**

[rossana@craig-communications.com](mailto:rossana@craig-communications.com)

925.759.0356

### **Public Affairs/Community Relations and Philanthropic Experience**

Rossana Peniche has over 20 years of community outreach and public participation experience, designing and leading successful state, national and international public participation programs for controversial civic projects. She specializes in the development of community benefit packages, including partnerships with local agencies, regional workforce organizations, and charitable investment programs. A recognized expert in Latino outreach, Peniche manages Craig Communications' Latino Initiative, encompassing best management practices engaging California's Latino population in the decision-making process. She excels in communicating technical information to non-technical stakeholders, including residents, employees, and community leaders; creating educational curricula to educate and involve communities in complex and technical projects; and leading field outreach for large-scale remediation projects. Peniche is a founding member of the Latina Giving Circle in California, Arizona and Mexico, created to support vital leadership, advocacy skills and positive, lasting change within their local neighborhoods.

### **Summary of Qualifications**

- Decisive, empowering individual with a reputation for being creative, analytically strong and conscientious.
- Broad understanding and expert in the fields of public relations, including media skills training; sales/marketing, management, community outreach, philanthropy essentials and fundraising.
- Strong communicator: Verbal and in writing, Bilingual (Spanish); public speaking experience and strong networking skills. Expert in working with diverse communities.
- Computer proficiency: Word, Excel, PowerPoint and other data systems such as Salesforce, Efforts to Outcomes (ETO) and Virtual One Stop (VOS).

### **Employment History**

#### **Craig Communications**

Sr. Project Manager

**2011-Present**

- Responsible for leading projects, supporting community outreach efforts, special initiatives such as Charitable Contributions, Local Hire and Latino outreach.

### **Opportunity Junction, Antioch, California**

#### **Career Development Case Manager**

**06/2010 – 10/2012**

Coached clients on career development and provided guidance in overcoming employment.

- Provided career coaching, resume building, interview skills and guidance on career goals and resources towards securing employment.
- Assisted over 110 individuals, carried a caseload of 60 and 55% of clients were employed through services in Bay Point in one fiscal year (2010-2011).
- Enhanced and increased branding of the organization by building and strengthening relationships that resulted in partnerships and funding opportunities.

### **Hispanics in Philanthropy**

#### **Program Director, Western Region**

**05/2008– 02/2010**

Responsibilities included fundraising, grant-making, budgeting and managing communication between funders and grantees; responsible for four geographic regions: Arizona, Colorado, New Mexico and California.

- Collaborated with community organizations, local and national leaders, agencies, corporations and foundations to create partnerships and increase funding and support opportunities to strengthen Hispanic/Latino non-profit organizations.
- Responsible for fundraising and providing comprehensive review and assessment of grant proposals. Managed site budgets and was responsible for disbursing funds to nonprofits accordingly.
- Developed and implemented grantee trainings, and organized funders/grantee meetings and events. Planned; developed and implemented professional services and special programs; including, handling special events in support of the organization's key initiatives.
- Through my relationships with local and regional foundations, I was able to raise over \$800,00 in one year to support key community projects (including the partnership with three major foundations' efforts of the "Community Leadership Project")

### **Fidelity National Financial**

#### **Multicultural Marketing Manager, Greater Bay Area**

**02/2006 – 05/2008**

In collaboration with the Vice President of Market Development, developed and implemented the Multicultural Marketing Program for the Corporation. Provided support and guidance on sales and marketing to 25 operations throughout the Greater Bay Area.

### **Fidelity National Financial**

- Trained and made presentations internally and to customers about "Cultural Competency".
- Worked with Vice President of Market Development to coordinate, implement and participate in special events and conferences throughout the US to increase visibility and efforts of the Multicultural Marketing program.
- Assisted in creating marketing tools and research to increase market share and enhance branding.

### **MACYS**

#### **Group Sales Manager**

**07/2004--2007**

Managed four divisions at Macys West in Antioch, California. Supervised 25-30 employees. Balanced and managed daily budget goals while developing creative strategies to increase daily revenues.

- Was accountable for meeting daily sales goals.
- Interviewed, hired and trained new employees.
- Handled conflict resolution with clients and staff. Always making sure there was a positive team environment.

### **Chevron Corporation**

#### **Community Involvement Representative**

**12/1995 –06/2004**

Developed and implemented community outreach programs at the local, national and international level. Responsible for managing internal staff, agency, vendors and media consultants that would support the assignments required to lead two major programs for the corporation: Family Since and the Conservation Awards Program.

- Worked closely with the Community Engagement staff: Reviewed, assessed and made recommendations on education and environmental efforts aligned with the corporation's priorities and interests.
- Planned and executed annual events. This included preparing speeches for the Vice President of the Corporation, preparing the program, working with videographers, photographers, and any external agencies and audience participating or having a role in the process.

- Worked closely with media relations to ensure appropriate key messages were communicated to the media and policy makers as well as stakeholders.
- Made recommendations on grant giving programs and general contributions and communicated outcomes to the management team.
- Served as the Hispanic Spokesperson for the Corporation and was the representative of an Educational Program implemented in Mexico City, which included building relationships with international policy makers and high-level government agencies.

**Administrative Services/Executive Secretary and Team Lead**

**1987-1995**

- Executive Secretary and Team Lead to three General Managers. Duties included providing management support to the executives and supervising the administrative staff, overseeing agencies and contractors.

**CURRENT PROFESSIONAL ACTIVITIES**

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Member of the Latina Giving Circle in Phoenix, AZ in partnership with the Arizona Community Foundation	2010-Present
Member of the Latina Giving Circle under the Latino Community Foundation in San Francisco	2011-Present
Advisory Committee member of One Day at a Time: An organization that focuses on “Youth Leadership”	2010-Present

**ADDITIONAL COMMUNITY INVOLVEMENT**

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Alumni Resources Committee for Carondelet High School	<b>2007-2009</b>
Board of Directors of Hispanics in Philanthropy and Chair of the Human Resources Committee (Transnational organization that seeks to strengthen the Hispanic communities)	<b>2000-2006</b>
Member Global Diversity Team and Hispanic Spokesperson for Chevron Corporation	<b>1997-2004</b>

**EDUCATION**

Grace Ball College, San Francisco, CA	<b>1981-1984</b>
Bilingual Services Certification	<b>1985</b>
Carondelet High School, Concord, CA	

**ENHANCEMENT PATHS**

- Academy of Contributions Leadership Program: Process & Execution Management Training Program
- Global Career Development Facilitator
- Leadership in Philanthropy
- Source Leadership Training

## Rita Karpin Isaacs

345 El Cerrito Avenue  
Piedmont, CA 94611

### Qualifications/Board Positions

1992-1996	Board of Directors, Pre-School Chair Development, Operations & Systems Admin	Temple Sinai Oakland, California
1994-1998	Vice President, Board of Directors	Temple Sinai Oakland, California
1994-2003	Board of Directors, Parent Representative	Wildwood Elementary School Piedmont, California
1998 -2001	Curriculum Advisory Board (1 of 1)	Piedmont Unified School District Piedmont, California
1998-2002	Endowment Chair / Fundraising	Temple Sinai Oakland, California
1999 -Present	Board of Directors, Parent Representative	Piedmont Middle School Piedmont, California
2000-2002	Site Committee, Parent Representative (1 of 2)	Wildwood Elementary School Piedmont, California
2002-Present	Site Committee, Parent Representative (1 of 2)	Piedmont Middle School Piedmont, California
2004-Present	Board of Directors, Parent Representative	Piedmont High School Piedmont, California

### Qualifications/Employment

1995 - present	Principal, Rita Isaacs Interiors	Piedmont, California
1985-1995	Independent Management Consultant Development, Operations, Systems Administration for International Media <u>Clients Include</u> <ul style="list-style-type: none"><li>- Producers Sales Organization</li><li>- Vestron International Pictures</li> <li>- International Film Distribution</li> <li>- Mark Damon Productions</li><li>- World International Networks</li><li>- DAC Productions/Dac Coscarelli</li></ul>	Piedmont, California  Los Angeles, California Los Angeles, California Stamford, Connecticut Utrecht, Holland, Netherlands Los Angeles, California London, England, UK Los Angeles, California Beverly Hills, California Los Angeles, California
1980-1985	International Film Sales Producers Sales Organization	Los Angeles, California

### Education

1972-1977	Bachelor of Arts	University of Maryland College Park, Maryland
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### Additional Relevant Experience

Capital Campaign, Grant Writing (two funded), Publications, Public Relations, Project Development

## **ROBERT YOHAI**

155 Filbert Street  
Suite 200  
Oakland, CA 94607

Ph. 510.893.8186

Resume prepared: December 19, 2002

- 1967 – 1971      University of Pennsylvania  
                    B.S. Economics from Wharton School
- 1971 – 1972      Extensive travel through Europe, Turkey, Iran, Afghanistan,  
                    Pakistan, India, Nepal, Israel.
- 1972 – 1973      Studied music and jazz with Joseph Monk, noted guitarist and  
                    composer: New York.
- 1973 – 1977      Studied and performed jazz, R & B, and rock in various bands in  
                    Northern California.
- 1977 – 1980      Obtained California real estate license and began brokering sales  
                    of investment properties in the Bay Area.
- 1983 – 1985      Vice President, Watson & Watson Enterprises, Inc.  
                    Real estate brokerage and leasing company.
- 1985 – 2002      Managing General Partner, Linden Associates.  
                    Acquired 130,000 sq. ft. Del Monte cannery; remodeled and  
                    rehabbed for office, flex-space use.
- 1988 – 2002      President, Schaefer Heights, Inc.  
                    Acquired and processed for entitlements a 500 acre tract of land  
                    now part of Dublin, Ca. The approved subdivision of  
                    approximately 340 single-family homes is in the final stages of  
                    federal government permitting.
- 1994              Producer, Russell Brothers blues and rock recording, "Thicker  
                    Than Water "
- 1996              Producer, Russell Brothers blues and rock recording, "Movin'  
                    On."

**S. PHILLIP DILLARD II**  
2153 Filbert Street, San Francisco, CA 94123  
312-961-5325 / [me@PhilDillard.com](mailto:me@PhilDillard.com)

**Strategy, finance and operations professional with 20 years of experience in leadership, management and execution; University of Chicago MBA; Post Series A CFO**

## PROFILE

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- **Proven leader** - skilled motivator with a growth focused, entrepreneurial mindset
- **Outstanding relationship builder** – naturally gifted at initiating and building mutually beneficial relationships
- **Seasoned executor** – experienced P&L manager, M&A analyst, project manager and business analyst
- **Exceptional strategic planner** – successfully develops and validates strategies, sets goals and develops strategic plans, policies, and procedures that solve problems, measure results, and enable sustainable improvement
- **Intuitive teacher and facilitator** – masterfully aligns diverse groups and perspectives to generate results

## EXPERIENCE

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### **Accomplice (Formerly Fractal Sciences Inc.) San Francisco, CA**

#### ***Chief Financial Officer for a SAAS Based Marketing Automation Solution Provider***

- Lead finance and accounting activities as the company grew from 5 to over 30 FTEs in 1 year
- Co-led the pursuit and close of over \$7M Seed and Series A funding in 2014
- Identified, contracted and implemented essential financial and operational systems, policies and procedures
- Managed relationships with domestic and international customers, contractors and partners
- Developed comprehensive benefits package, key metrics and performance indicators for the company

### **Black Ant Enterprises, Inc. San Francisco, CA**

#### ***Independent Strategic Advisor, Several Small-Mid Sized Growth Companies***

- Coordinate preparation and execution of capital raising process
- Conduct investment due diligence, M&A strategy, partnership strategy and analysis
- Develop and execute innovation and growth strategies
- Identify and explore business development opportunities; negotiate strategic alliances
- Conduct market research to determine needs of prospects in each segment

### **Golden Gate University, San Francisco, CA**

#### ***Adjunct Professor of Business***

**2010 - Current**

- Teach MBA courses on management, negotiations and entrepreneurship

### **Green Cycle Wind Pacifica, San Francisco, CA**

#### ***CEO***

**2011**

- Identified and engaged potential investors to deliver early stage financing to the company
- Developed and implemented market entry strategies to bring a new small wind turbine to market
- Winner – Jump Start Days Pitch Competition; VC Task Force Angel Elevator Pitch Competition

### **Charles Schwab & Company, San Francisco, CA**

#### ***Managing Director (Promoted from Director), Schwab Strategy Group***

**2008 – 2011**

- Managed company-wide annual project planning for 2 consecutive years allocating over \$100M
- Planned and provided both decision and execution support to business partners managing 3 strategic alliances
- Led 50+ person, diverse, multidisciplinary team in research, analysis, strategy development, business plan design and execution roadmap construction for a new multi-billion dollar multicultural market opportunity
- Led 15+ person focused team in strategy development and implementation support broad reaching, long term strategic alliance that directly drove revenues, engagement and breadth for all retail clients
- Led 30+ person team developing strategy and conduct vendor due diligence for the consumer credit card



- Lead the Military Veteran’s Network (an employee resource group), driving significant nationwide member growth and employee engagement while exposing new opportunities for the retail brokerage business

**Diamond Management & Technology Consultants, Chicago, IL**

**(Consulting firm focused on Strategy, Operations and Technology consulting – Merged with PWC)**

**Manger**

**2005 – 2008**

- Led 30+ person team on a 9 month Business Process Redesign (BPR) of the sales process for the largest group life seller in the industry seeking to double its \$2.5B book of business
- Collaborated with CEO and COO to identify business requirements and develop comprehensive process flows that detailed operational processes for a start-up wholesale insurance brokerage
- Assessed accounting and finance system capabilities and requirements for a publicly traded \$2.5B global insurance brokerage; developed best practices, critical pain points, and a picture of the future state organization and systems

**Senior Associate Strategy Consultant**

**2004 – 2005**

- Developed and implemented a Market Entry and Sales Support Strategy for a \$60M division of a Global P&C Insurer
- As interim manager, coordinated global resources to structure and sell global corporate P&C programs
- Created underwriting procedures, information tools, metrics, quality assurance checks and business development procedures that helped triple the book of business and develop a platform for sustainable growth

**The Arpac Group (Automated Packaging Manufacturer), Chicago, IL**

**2001 – 2003**

**Director of After Market Sales, Customer Service & Training**

Led the After-Market P&L serving clients and partners in US, Canada, Latin America and Europe

- Managed staff of 30 direct reports and reported directly to the company President and Board of Directors
- Directed strategy, operations, sales and marketing for the \$10MM Parts, Service and Training departments; implemented strategic plan that grew net sales by over 10% per quarter over 24 months
- Acquired 2 new machinery lines; negotiated pricing, due diligence, and managed post-merger integration

**Mitchell Madison Group (Generalist Strategy Consulting Firm), Chicago, IL**

**1999 – 2001**

**Senior Strategy Associate**

- Led business development pursuit and marketing strategy team for a leading consumer electronics retailer
- Led on-campus MBA recruiting and the company’s post-merger integration team

**United States Navy**

**1992 – 1998**

**Surface Warfare Officer / Department Head**

- Certified Operational Propulsion Plant Engineer; Electrical Division Officer; Tactical Action Officer
- Chief Engineer and Department Head of Navy’s 6,000 man advanced technical and character development program
- Served 2 tours of duty deployed to Persian Gulf and East Africa
- Awarded 2 Navy Commendation Medals, 2 Battle Efficiency Ribbons and 1 Meritorious Unit Citation

**EDUCATION**

**University of Chicago, Graduate School of Business, Chicago, IL**

**1999**

MBA, Finance, Accounting & Strategic Management

**United States Naval Academy, Annapolis, MD**

**1992**

BS, General Science w/Minor in Spanish – Distinguished Language Scholar

**SKILLS, EXPERIENCE and PERSONAL**

- Conversational Spanish
- Advanced proficiency with Microsoft Office, QuickBooks and various SAAS based business and accounting tools
- Leadership San Francisco Class of 2013

# Steven E. Hanson

6899 Bristol Dr.

Berkeley, CA 94705

[hansonsteven@gmail.com](mailto:hansonsteven@gmail.com) – (415) 314-0172

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## Program Management, Project Management, Development Management, Operations Management, Property Management Commercial Real Estate

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**Extensive background** and outstanding career accomplishments in the field of Commercial Real Estate Development and Management within complex urban environments, including San Francisco and Oakland. Particular experience in project development with contaminated property remediation and CEQA entitlement efforts as well as community outreach efforts resulting in both successful CEQA approvals as well as approvals of Remedial Action Plans designed to permit desired development type and density. Increased profitability and cost control efforts resulted in higher operational revenues for all aspects of company.

### Core Competencies

- Property asset and operations management
- Public/private partnership enhancement
- Community and public engagement
- Project Restructuring / Lease Negotiation
- Vendor Contract Negotiations
- Solicitation of Acquisitions and Development proposals
- Property and Site Acquisition
- Right of Way and utility rights
- Mentoring and Coaching
- Strategic Business Planning
- Budget/Profit and Loss Management
- Extensive Technical/Construction/Specifications Experience
- Personnel Management and Supervision

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### Major Accomplishments/Results Oriented Efforts

- Managed numerous staff at both UPC and the Port and as many as 30 consultant firms, including as many as 8 law firms, engineering design firms, environmental firms, engineering transportation firms, Architectural firms, political advisors, community advisors, parking operators, security operators, electrical engineering firms, computer security firms, etc.
- Settled 10 year litigation with Ingersoll Rand and resolved Imminent and Substantial Endangerment Orders via the transfer to UPC of the 12 acre Schlage site including \$6 million in cash via a fixed-price Environmental Liability Transfer Agreement
- Collaborated with the Visitacion Valley community and the CAC, obtaining objection free entitlement for 1,250 residential units at the former Schlage site including 105,000 square feet of retail, as a Transit Oriented Development (TOD) project. Demolition of old 550,000 square feet factory completed and environmental remediation underway.
- Obtained approval of Environmental Remedial Action Plan (RAP) from DTSC for proposed land-use.
- 2009 Recipient of 2008 Business Times - **Best Land Deal of the Year Award**
- Negotiated with Labor Unions ironing-out labor disputes with demolition contractors. Joined-forces with San Francisco "City Build" assisting in local hiring programs.
- Submitted Specific Plan for Brisbane Baylands, currently under City Environmental review for 8,000,000 square feet of mixed commercial development on 320 acre portion of the Baylands. The project to be a transit rich-green, energy natural development with intermodal train/bus interface.
- Maintained or enhanced net income from office operations including the high occupancy levels for office space at Executive Park –OB2 85% OB3 98% at the current time.
- Enhanced and developed higher net revenues from other operations including large-scale soil collection and processing program underway at the Baylands. Annual revenues exceeded \$5 million and increased UPC's portion of revenues from these operations by 25%.
- Progressively responsible for property, project, and development management for a large scale and diverse public property owner. Port representative for solicitation, selection, and negotiation with current Jack London developer for sale of ground leased assets and negotiation of ground leases for new construction. Entitled project budget: \$400 million.
- Obtained \$25 million in public grants and loans from outside sources for various public development projects. Successfully managed the development of those projects.
- Real estate representative on the management team for public project that included \$70 million infrastructure improvements financed with revenue bonds, including public common areas and two multi-level parking structures.
- Conducted real estate investment analysis, cash-flow and rate of return analysis for major real estate development projects for Jack London Square, marina development and other projects.

- Created a CAM assessment program based on type of land use as well as the development square footage for a mixed-use shopping center.
- Directed the development, including entitlements, for a major \$12 million public marina and associated infrastructure improvements. Managed \$16 million JLS intermodal Amtrak Station project.
- Collaborated with myriad local and regional permitting agencies including City Planning and the Regional Water Quality Control Board, Department of Toxic and Substance Control, Bay Conservation and Development Commission (BCDC) and MTC, resulting in successful entitlements.

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## EDUCATION

California State University, Hayward  
Bachelor of Science,  
Master of Public Administration, Public Finance Emphasis

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## EXPERIENCE

### **Steven E. Hanson dba Westwind Consulting**

January 2010 – Current

#### **Consulting for various clients –**

Consulting for Scott’s Seafood Restaurant –

Lease negotiation, Permit Applications, Parking Management, and Regulatory Issues

- **July 2012, Completed a response to an RFP for public parking operations which was successful –client obtained agreement with the Port.**
- **Regulatory application with BCDC and City of Oakland - Initial hearing on April 6, 2014 for \$500,000 improvement to restaurant’s Pavilion Building**
- **Annual Billing \$30,000.**

### **Universal Paragon Corporation (UPC)**

San Francisco, CA

March 2005 - December 2009

#### **GENERAL MANAGER**

Managed all aspects of Universal Paragon Corporation’s (UPC’s) Northern California assets/operations. UPC, a land development and asset management company - Managed 30 full time employees in the San Francisco offices with departments that include finance, asset management, engineering, and entitlement/project management under my authority as General Manager reporting to the Board of Directors.

### **Port of Oakland**

Oakland, CA

August 1979 – July 2004

#### **COMMERCIAL REAL ESTATE ASSET AND DEVELOPMENT MANAGER**

Managed all aspects of commercial real estate, including development of operational budgets, capital and project budgets, strategic plans, development proposal requests, ground lease negotiation, office and retail lease negotiations.

**Current:** Appointed in 2015 by Oakland Mayor and confirmed by City Council to two year term as Board Member of the Oakland Wildfire Prevention and Assessment District.

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## PROFESSIONAL AFFILIATIONS

Urban Land Institute

International Council of Shopping Centers (ICSC)

SPUR (San Francisco Planning and Urban Research Association)

Bay Area Council – Speakers Panel - Bay Area Ross Program

**President of the Lake Merritt Breakfast Club for 2013– a philanthropic organization supporting Oakland projects, including Lake Merritt and its surrounds.**

My Websites:

<http://sites.google.com/site/hansonstevenwork/>



<http://www.linkedin.com/pub/steven-hanson/b/367/920>



## Timothy H. Smallsreed Attorney

Phone: 510.834.6600  
Fax: 510.808.4736  
Email: [tsmallreed@wendel.com](mailto:tsmallreed@wendel.com)

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### Practice Areas

- Business
- Trusts & Estates

### Education

- Golden Gate University;  
M.B.A. - Taxation (1978)
- Golden Gate University  
School of Law; J.D. (1977)
- Syracuse University, Maxwell  
School of Citizenship and  
Public Affairs; M.P.A. (1972)
- Pomona College; B.A.  
(1969)

### Experience

Tim is a partner and a member of the firm's Business practice group as well as the Trusts & Estates practice group. In his business practice, Tim represents all forms of business entities including solo entrepreneurs and syndicates in the formation and operation of business enterprises. He is experienced in negotiating and documenting mergers and acquisitions, dissolutions, asset sales, intellectual property development contracts, distribution and marketing agreements, international trade facilities and regulatory enforcement actions.

In his estate planning practice, Tim handles business succession planning, including formation of family limited partnerships and limited liability companies; shareholder agreements; buy-sell agreements; real property acquisition and leasing; nonprofit and philanthropic entity formation and operation, including matters involving donors and affiliated entities. He regularly assists clients with insurance trusts, revocable trusts, minors' trusts, charitable remainder trusts, private foundations and public charities. He is also experienced in trust administration and probate procedures including those that apply to the acquisition, management, improvement and disposition of real property.

### Admissions

**State Bar of California**

### Affiliations

#### **East Bay Community Foundation**

- Professional Advisory Committee, 2002-2003
- Board of Trustees, 2005-present

#### **East Bay Estate Planning Council**

- Member, 2005-present
- Board Member, 2005-2010
- President, 2007-2008

#### **East Bay Trusts and Estates Lawyers**

- Member

# Civicorps Corpsmember Academy

## LCAP Goals, Description, and Planned Expenditures

### 2016-17

<b>GOAL:</b>	By Spring 2017, Civicorps will show a 35% pass rate on ELA CAHSEE thus exceeding the California State pass rate for economically disadvantaged students and will show 85% of students demonstrating growth on the NWEA language assessment (CAHSEE suspended 2015/16 until further notice – goal revised below for 2016/17)	Related State and/or Local Priorities: 1__x 2__x 3__x 4__x 5__x 6__ 7__x 8__x COE only: 9__ 10__ Local : Specify _____	
<b>Identified Need :</b>	Increase language/grammar development		
<b>Goal Applies to:</b>	Schools: LEA Applicable Pupil Subgroups: All		
<b>LCAP Year 3: 2016-17</b>			
<b>Expected Annual Measurable Outcomes:</b>	Increased NWEA Language growth rate Increased gains on writing assessment based on pre/post rubric score MOU with Peralta Community College District which supports ELA curriculum enhancement		
<b>Actions/Services</b>	<b>Scope of Service</b>	<b>Pupils to be served within identified scope of service</b>	<b>Budgeted Expenditures</b>
Improved peer-editing process in all courses	LEA	<input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)_____	Pay for PD days (6 staff x 30 hours) \$1,380
SSR continued	LEA	<input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify)_____	PD for staff (6 staff x 30 hours) \$1,500  Materials \$200

Language intervention offered to all students in need in 6-week terms	LEA	<input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) _____	Materials \$2,00
All students will have one-on-one Academic Coach opportunity and focused classroom interventions with sustained Academic Coach structure of support	LEA	<input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) _____	Tutoring Materials \$250
Continue development of College Prep courses in partnership with local community college instructors	LEA	<input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) _____	Pay for PD days (6 staff x 30 hours \$1,380

<b>GOAL:</b>	By Spring 2017 Civicorps will show a 35% pass rate on Math CAHSEE thus exceeding the California State pass rate for economically disadvantaged students and will show 85% of students demonstrating growth on the math NWEA assessment (CAHSEE suspended 2015/16 until further notice – goal revised below for 2016/17)	Related State and/or Local Priorities: 1_ <input checked="" type="checkbox"/> 2_ <input checked="" type="checkbox"/> 3_ <input checked="" type="checkbox"/> 4_ <input checked="" type="checkbox"/> 5_ <input checked="" type="checkbox"/> 6_ <input type="checkbox"/> 7_ <input checked="" type="checkbox"/> 8_ <input checked="" type="checkbox"/> COE only: 9_ <input type="checkbox"/> 10_ <input type="checkbox"/> Local : Specify _____
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Identified Need :	Increase math skills
Goal Applies to:	Schools: LEA Applicable Pupil Subgroups: All

<b>LCAP Year 3: 2016-17</b>	
Expected Annual Measurable Outcomes:	Increase NWEA Math growth rate All graduates successfully pass 4 terms of math (including geometry and Algebra 1) MOU with Peralta Community College District which supports math curriculum enhancement

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Improved peer-to-peer tutoring process in math courses	LEA	<input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify) _____	Pay for PD days (6 staff x 30 hours \$1,380)
Math intervention offered to all students in need in 6-week terms.	LEA	<input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify) _____	Materials \$200
All students will have one-on-one Academic Coach opportunity and focused classroom interventions with sustained Academic Coach structure of support.	LEA	<input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) _____	Tutoring materials \$250
Increase math across disciplines and continue college prep instruction in partnership with local community college instructors	LEA	<input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) _____	Pay for PD days (6 staff x 30 hours \$1,380)

GOAL:	Align instruction and student learning to the Common Core State Standards for ELA, Math, and Literacy including focus on high need students (i.e., IEP/504)	Related State and/or Local Priorities: 1_ <input checked="" type="checkbox"/> 2_ <input checked="" type="checkbox"/> 3_ <input type="checkbox"/> 4_ <input type="checkbox"/> 5_ <input type="checkbox"/> 6_ <input type="checkbox"/> 7_ <input type="checkbox"/> 8_ <input type="checkbox"/> COE only: 9_ <input type="checkbox"/> 10_ <input type="checkbox"/> Local : Specify _____
Identified Need :	Implement Common Core State Standards in required content areas	
Goal Applies to:	Schools:	LEA

Applicable Pupil Subgroups: All

**LCAP Year 3: 2016-17**

Expected Annual Measurable Outcomes: Implementation of CCSS in lesson plans and course overviews  
Inclusion of Peralta Community College Student Learning Outcomes in course overviews for English and math

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Provide opportunities for self-assessment and reflection on learning in order to guide next instructional steps	LEA	<input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify) _____	Pay for PD days (6 staff x 30 hours) \$1,380

GOAL: Provide a physically and emotionally safe learning environment that is culturally responsive to all students

Related State and/or Local Priorities:  
1\_ 2\_ 3\_  4\_ 5\_  6\_  7\_ 8\_  
COE only: 9\_ 10\_  
Local : Specify \_\_\_\_\_

Identified Need : Provide a positive and safe environment for all students to have the ability to achieve their educational goals

Goal Applies to: Schools: LEA  
Applicable Pupil Subgroups: All

**LCAP Year 3: 2016-17**

Expected Annual Measurable Outcomes: Increased retention  
Positive student survey response

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Continue to support and train students on Corpmember Appeal Panel practices based on Restorative Justice model and theory of Trauma Informed Care	LEA	<input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify) _____	PD for staff (12 staff x 6 hours) \$2,000



Continue multi-cultural training, integration, and celebrations	LEA	<input checked="" type="checkbox"/> _X_ALL OR: <input type="checkbox"/> _Low Income pupils <input type="checkbox"/> _English Learners <input type="checkbox"/> _Foster Youth <input type="checkbox"/> _Redesignated fluent English proficient <input type="checkbox"/> _Other Subgroups: (Specify)_____	PD for staff and students (6 people x 12 hours) \$2,000
Continue to foster community accountability	LEA	<input checked="" type="checkbox"/> _X_ALL OR: <input type="checkbox"/> _Low Income pupils <input type="checkbox"/> _English Learners <input type="checkbox"/> _Foster Youth <input type="checkbox"/> _Redesignated fluent English proficient <input type="checkbox"/> _Other Subgroups:(Specify)_____	PD for staff and students (6 people x 12 hours) \$2,000
Provide opportunity for sports and outdoor recreation related community events	LEA	<input checked="" type="checkbox"/> _X_ALL OR: <input type="checkbox"/> _Low Income pupils <input type="checkbox"/> _English Learners <input type="checkbox"/> _Foster Youth <input type="checkbox"/> _Redesignated fluent English proficient <input type="checkbox"/> _Other Subgroups:(Specify)_____	Supplies and Materials \$300
Continue practice of Mindfulness across program	LEA	<input checked="" type="checkbox"/> _X_ALL OR: <input type="checkbox"/> _Low Income pupils <input type="checkbox"/> _English Learners <input type="checkbox"/> _Foster Youth <input type="checkbox"/> _Redesignated fluent English proficient <input type="checkbox"/> _Other Subgroups:(Specify)_____	PD for staff and students (6 people x 12 hours) \$2,000



GOAL:	Incorporate 21 <sup>st</sup> Century Skill building across the curriculum to ensure students are prepared for transition from high school	Related State and/or Local Priorities: 1_ 2_ 3_ <input checked="" type="checkbox"/> 4_ <input checked="" type="checkbox"/> 5_ <input checked="" type="checkbox"/> 6_ <input checked="" type="checkbox"/> 7_ 8_ COE only: 9__ 10__ Local : Specify _____
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Identified Need :	Prepare students for world of work and college success
Goal Applies to:	Schools: LEA Applicable Pupil Subgroups: All

**LCAP Year 3: 2016-17**

Expected Annual Measurable Outcomes:	Increase college enrollment Increase job placement		
Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Build upon lessons regarding healthy choices including relationships	LEA	<input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify) _____	PD for staff (12 staff x 6 hours) \$2,000
Continue requirement of typing and word processing skills and build stronger foundation for professional computer-based communication	LEA	<input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups: (Specify) _____	IT equipment \$4,600
Continue professional dress standards, professional language development, and code-switching	LEA	<input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) _____	Dress for Success fees \$1,000
Continue training staff on Youth Development principles	LEA	<input checked="" type="checkbox"/> ALL OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify) _____	PD for staff (12 staff x 6 hours) \$2,000

## LCAP Goals, Descriptions, and Expenditures 2015-16

Original GOAL from prior year LCAP:	By Spring 2017, Civicorps will show a 35% pass rate on ELA CAHSEE thus exceeding the California State pass rate for economically disadvantaged students and will show 85% of students demonstrating growth on the NWEA language assessment	Related State and/or Local Priorities: 1_ <input checked="" type="checkbox"/> 2_ <input checked="" type="checkbox"/> 3_ <input checked="" type="checkbox"/> 4_ <input checked="" type="checkbox"/> 5_ <input checked="" type="checkbox"/> 6_ <input type="checkbox"/> 7_ <input checked="" type="checkbox"/> 8_ <input checked="" type="checkbox"/> COE only: 9_ <input type="checkbox"/> 10_ <input type="checkbox"/> Local : Specify _____	
Goal Applies to:	Schools: LEA Applicable Pupil Subgroups: All		
Expected Annual Measurable Outcomes:	Increase CAHSEE ELA pass rate Increase NWEA Language growth rate	Actual Annual Measurable Outcomes: CAHSEE suspended and writing assessment was implemented to measure pre/post growth Demonstrated 81.3% NWEA Language growth rate	
<b>LCAP Year: 2015-16</b>			
Planned Actions/Services		Actual Actions/Services	
	Budgeted Expenditures		Estimated Actual Annual Expenditures
Improve self-editing process in all courses	\$5,000	Self-editing has begun but further work is needed for students to become fluent in this practice	\$5,500
Scope of service:		Scope of service:	
<input checked="" type="checkbox"/> ALL		<input checked="" type="checkbox"/> ALL	
OR: __ Low Income pupils __ English Learners __ Foster Youth __ Redesignated fluent English proficient __ Other Subgroups:(Specify) _____		OR: __ Low Income pupils __ English Learners __ Foster Youth __ Redesignated fluent English proficient __ Other Subgroups:(Specify) _____	

Sustained Silent Reading (SSR) continued	\$5,000	SSR is taking place regularly in Habits of Success and English class	\$5,500
Scope of service:		Scope of service:	
<input checked="" type="checkbox"/> ALL		<input checked="" type="checkbox"/> ALL	
OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____		OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	
Language intervention offered to all students in need in 6-week terms	\$500	Structure of classes and term calendar lends itself to support this model	\$500
Scope of service:		Scope of service:	
<input checked="" type="checkbox"/> ALL		<input checked="" type="checkbox"/> ALL	
OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____		OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	
All students will have one-on-one Academic Coach opportunity with sustained Academic Coach structure of support	\$500	Academic Coaches are supporting students in need and upon request	\$500
Scope of service:		Scope of service:	
<input checked="" type="checkbox"/> ALL		<input checked="" type="checkbox"/> ALL	
OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____		OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	
Implementation of College Prep courses in	\$500	College Prep courses began thru revamping of	\$500

partnership with local community college instructors			class structure and in partnership with local college instructors		
Scope of service:			Scope of service:		
<input checked="" type="checkbox"/> ALL			<input checked="" type="checkbox"/> ALL		
OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____			OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____		
What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?		With suspension of CAHSEE there is continued focus on NWEA growth and increased emphasis on the pre/post writing assessment. The restructuring of courses to best support transition and preparation to college/career is ongoing as student outcomes are reviewed.			
Original GOAL from prior year LCAP:	By Spring 2017, Civicorps will show a 35% pass rate on Math CAHSEE thus exceeding the California State pass rate for economically disadvantaged students and will show 85% of students demonstrating growth on the NWEA math assessment		Related State and/or Local Priorities: 1__x 2__x 3__x 4__x 5__x 6__ 7__x 8__x COE only: 9__ 10__ Local : Specify _____		
Goal Applies to:	Schools: LEA	Applicable Pupil Subgroups: All			
Expected Annual Measurable Outcomes:	Increase CAHSEE Math pass rate Increase NWEA Math growth rate		Actual Annual Measurable Outcomes:	CAHSEE suspended and classes restructured to include more skill building and content coverage Demonstrated 89.6% NWEA Math growth rate	
Improve math curriculum to include college prep instruction	\$500		Course content has been remapped based on restructure and includes higher level instruction	\$500	
Scope of service:			Scope of service:		
<input checked="" type="checkbox"/> ALL			<input checked="" type="checkbox"/> ALL		

OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____		OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	
Math intervention offered to all students in need in 6-week terms	\$1,000	Term structure and academic calendar support this model	\$1,125
Scope of service:		Scope of service:	
<input checked="" type="checkbox"/> ALL		<input checked="" type="checkbox"/> ALL	
OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____		OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	
All students will have one-on-one Academic Coach opportunity and focused classroom interventions with sustained Academic Coach structure of support	\$1,250	Academic Coaches are supporting students in need and upon request. We have also added a full-time Instructional Assistant and an IA/IT Intern to further support students in need.	\$1,000
Scope of service:		Scope of service:	
<input checked="" type="checkbox"/> ALL		<input checked="" type="checkbox"/> ALL	
OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____		OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	
Implement College Prep course in partnership with local community college instructors	\$2,000	Course content has been adjusted and an increased emphasis on college/career prep math is demonstrated in the new graduation	\$1,500

			requirements	
Scope of service:			Scope of service:	
<input checked="" type="checkbox"/> ALL			<input checked="" type="checkbox"/> ALL	
OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____			OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	
What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?	With suspension of CAHSEE there is continued focus on NWEA growth and additional terms of math course completion added to the graduation requirements. The restructuring of courses to best support transition and preparation to college/career is ongoing as student outcomes are reviewed.			
Original GOAL from prior year LCAP:	Align Instruction and student learning to Common Core State Standards (CCSS) for ELA, Math, and Literacy including high need students.		Related State and/or Local Priorities: 1_ <input checked="" type="checkbox"/> 2_ <input checked="" type="checkbox"/> 3_ 4_ 5_ 6_ 7_ 8_ COE only: 9_ 10_ Local : Specify _____	
Goal Applies to:	Schools: LEA	Applicable Pupil Subgroups: All		
Expected Annual Measurable Outcomes:	Inclusion of standards on course overviews Training for staff		Actual Annual Measurable Outcomes:	Ongoing training takes place to support teachers in creating rigorous, relevant CCSS aligned lessons. Course overviews articulate CCSS
Continue training on CCSS for all staff	\$11,000	Multiple trainings held and in-house cross collaboration is ongoing		\$10,000
Scope of service:			Scope of service:	
<input checked="" type="checkbox"/> ALL			<input checked="" type="checkbox"/> ALL	
OR:			OR:	

<input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____			<input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____		
Access to student work samples with descriptions of quality and tied to Common Core State Standards		\$5,500	Evidence is available showing quality student work tied to CCSS		\$7,500
Scope of service:			Scope of service:		
<input checked="" type="checkbox"/> ALL			<input checked="" type="checkbox"/> ALL		
OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____			OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____		
Feedback to staff that guides movement from current knowledge and abilities to meet expectations of CCSS		\$5,500	Feedback to and among staff is ongoing as CCSS is integrated into curriculum and culture		\$8,000
Scope of service:			Scope of service:		
<input checked="" type="checkbox"/> ALL			<input checked="" type="checkbox"/> ALL		
OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____			OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____		
What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?		With permission from OUSD Office of Charter Schools and based on strengthened relationship with Peralta Community College District, staff are including Peralta Student Learning Outcomes in course overviews for English and math which appropriately align our curriculum with college level expectations.			
Original	Provide a physically and emotionally safe learning environment that is culturally			Related State and/or Local Priorities:	



GOAL from prior year LCAP:	responsive to all students	1_ 2_ 3_x 4_ 5_x 6_x 7_ 8_ COE only: 9__ 10__ Local : Specify _____
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Goal Applies to:	Schools: LEA	Applicable Pupil Subgroups: All
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Expected Annual Measurable Outcomes:	Increased retention Positive Student Survey	Actual Annual Measurable Outcomes:	Demonstrated increased retention in first 3 months of program and maintained retention rates for Job Training Program. 90% of students agree or strongly agree that Civicorps is a safe place (10% had no opinion)
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Create space for student voice in disciplinary and reenrollment process via a Restorative Justice (RJ) model	\$9,000	The Corpsmember Appeal Panel was established where students are trained and supported via RJ and Trauma Informed Care practices to handle student incidents of appeal and re-enrollment.	\$8,000
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Scope of service:		Scope of service:	
<input checked="" type="checkbox"/> ALL		<input type="checkbox"/> ALL	
OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____		OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	

Continue to include multi-cultural trainings and celebrations throughout the year	\$450	Multi-cultural trainings have been held and opportunities for celebration of diversity is captured	\$450
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Scope of service:		Scope of service:	
<input checked="" type="checkbox"/> ALL		<input checked="" type="checkbox"/> ALL	
OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____		OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	

Develop more avenues to celebrate diversity	\$700	Diversity is celebrated in the curriculum and thus in the classroom.	\$675
Scope of service:		Scope of service:	
<input checked="" type="checkbox"/> ALL		<input checked="" type="checkbox"/> ALL	
OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____		OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	
Provide opportunity for sports related community events	\$200	Ongoing opportunities for sports and outdoor extracurricular activities have been provided	\$600
Scope of service:		Scope of service:	
<input checked="" type="checkbox"/> ALL		<input checked="" type="checkbox"/> ALL	
OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____		OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	
Continue practice of Mindfulness across program	\$2,000	Mindfulness continues across program	\$6,000
Scope of service:		Scope of service:	
<input checked="" type="checkbox"/> ALL		<input checked="" type="checkbox"/> ALL	
OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____		OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	

What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?		The Corpsmember Appeal Panel model will continue to be supported and adjusted as the practice grows. There is an increased desire for outdoor recreation and experiential learning that is being expanded upon to foster community.	
Original GOAL from prior year LCAP:	Incorporate 21 <sup>st</sup> Century Skill building across the curriculum to ensure students are prepared for transition from high school		Related State and/or Local Priorities: 1_ 2_ 3_x 4_x 5_x 6_x 7_ 8_ COE only: 9__ 10__ Local : Specify _____
Goal Applies to:	Schools: LEA	Applicable Pupil Subgroups: All	
Expected Annual Measurable Outcomes:	Increase college enrollment Increase job placement	Actual Annual Measurable Outcomes:	82% of 2015/16 Graduates enrolled and/or in jobs 3-months post graduation, an increase of 10% over last year.
Incorporate course on healthy choices including eating habits	\$175	Habits of Success course includes eating habits and food choice. There have been classes who have focused on urban farming where students have spent time planting vegetables.	\$175
Scope of service:		Scope of service:	
<input checked="" type="checkbox"/> ALL		<input checked="" type="checkbox"/> ALL	
OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____		OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____	
Implement professional dress lessons school wide	\$10,000	Professional dress code is modeled, taught, and enforced. Interview Skills Workshop has added focus on this.	\$10,150

Scope of service:		Scope of service:	
<input checked="" type="checkbox"/> ALL		<input checked="" type="checkbox"/> ALL	
OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____		OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	
Continue requirement of typing and word processing skills	\$2,250	Introduction to Research courses focus on typing and word processing. These skills are enforced across the curriculum.	\$2,750
Scope of service:		Scope of service:	
<input checked="" type="checkbox"/> ALL		<input checked="" type="checkbox"/> ALL	
OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____		OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	
Expand on professional language development and code-switching	\$2,250	Habits of Success courses focus on professional communication. These practices are enforced across the curriculum and throughout the program.	\$2,600
Scope of service:		Scope of service:	
<input checked="" type="checkbox"/> ALL		<input checked="" type="checkbox"/> ALL	
OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____		OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	
Continue training staff on Youth Development principles	\$2,250	Staff training is ongoing and includes communication and mediation skills that align with	\$2,600

		youth development principles.	
Scope of service:		Scope of service:	
<input checked="" type="checkbox"/> ALL		<input checked="" type="checkbox"/> ALL	
OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____		OR: <input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners <input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient <input type="checkbox"/> Other Subgroups:(Specify)_____	
What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?	In addition to the standing goals to build on there will be an added emphasis on computer literacy and professional computer communication in the workplace.		

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**Statement of Assurances  
Civicorps Corpsmember Academy**

As the authorized representative of the applicant group, I hereby certify under the penalties of perjury that the information submitted in this petition for a charter for Civicorps Corpsmember Academy to be located at 101 Myrtle Street, Oakland CA is true to the best of my knowledge and belief; and further, I certify that, if granted a charter, the school:

1. Will not charge tuition, fees, or other mandatory payments for attendance at the charter school or for participation in programs that are required for students.
2. Will enroll any eligible student who submits a timely and complete application, unless the school receives a greater number of applications than there are spaces for students, in which case a lottery will take place in accordance with California charter laws and regulations.
3. Will be non-sectarian in its curriculum, programs, admissions, policies, governance, employment practices, and all other operations.
4. Will be open to all students, on a space available basis, and shall not discriminate on the basis of the characteristics included in Education Code section 220, including but not limited to race, color, national origin, creed, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, athletic performance, special need, proficiency in the English language or a foreign language, or academic achievement.
5. Will not exclude admission based on the student's or parent's/guardian's place of residence, except that a conversion school shall give admission preference to students who reside within the former attendance area of the public school.
6. Will 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.
7. Will comply with all applicable portions of the 2001 reauthorization of the Elementary and Secondary Act (also known as "No Child Left Behind"). (20 U.S.C. § 6319.)
8. Will consult, on a regular basis, with parents, guardians and teachers regarding its educational programs, as required by Education Code section 47605(c)(2).
9. Will offer at least the minimum amount of instructional time at each grade level as required by law, and comply with Title 5, California Code of Regulations, section 11960(b) with respect to the legally required minimum school days.
10. Will comply with the conditions of apportionment set forth in Education Code section 47612(b) that average daily attendance not be generated by a pupil who is not a California resident, and that "a pupil over 19 years of age shall be continuously enrolled in public school and make satisfactory progress towards award of a high school diploma," to remain eligible for generating charter school

apportionments.

11. Will provide to the Office of Charter Schools information regarding the proposed operation and potential effects of the school, including, but not limited to, the facilities to be used by the school, including where the school intends to locate, the manner in which administrative services will be provided, and potential civil liability effects, if any, upon the school and authorizing board.

12. Will 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.

13. Will comply with the requirement set forth in Education Code section 47605(d)(3) that “[i]f 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 30 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.”

14. Will 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, §5; and MGL c. 89, 71 § (f) and (i).

15. Will comply with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99 ).

16. Will comply with all other applicable federal and state laws and regulations, including the California Code of Regulations.

17. Will submit an annual report and annual independent audits to the OUSD Office of Charter Schools by all required deadlines.

18. Will maintain written contemporaneous records that document all pupil attendance and make these records available for audit and inspection, as required by Education Code section 47612.5(a)(2).

19. Will submit required enrollment data to the OUSD Office of Charter Schools by the required deadline.

20. Will comply with “[a]ll laws establishing minimum age for public school attendance,” as required by Education Code section 47610(c).

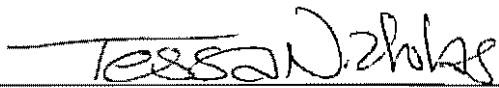
21. Will operate in compliance with generally accepted government accounting principles.

22. Will maintain separate accountings of all funds received and disbursed by the school.

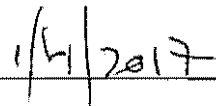
23. Will participate in the California State Teachers’ Retirement System and other retirement systems, as applicable.



24. Will obtain, keep current, and make available for inspection all necessary permits, licenses, and certifications related to fire, health and safety within the building(s) and on school property.
25. Will obtain, keep current, and make available for inspection all necessary teacher certifications, permits or other documents as required under EC Section 47605(l).
26. Will at all times maintain all necessary and appropriate insurance coverage.
27. Will submit to the OUSD Office of Charter Schools the names, mailing addresses, and employment and educational histories of proposed new members of the Board of Trustees prior to their service.
28. Will, in the event the Board of Trustees intends to procure substantially all educational services for the charter school through a contract with another person or entity, provide for approval of such contract by the Board of Education in advance of the beginning of the contract period.
29. Will require the Charter School Board to comply with the provisions of the Ralph M. Brown Act (California Government section Code 54950 et seq.)
30. Will comply with the provisions of the California Public Records Act (California Government Code section 6250 et seq. ).
31. Will provide financial statements that include a proposed first-year operational budget with start-up costs and anticipated revenues and expenditures necessary to operate the school, including special education; and cash-flow and financial projections for the first three years of operation.
32. Will provide to the Office of Charter Schools a school code of conduct, Board of Trustee bylaws, an enrollment policy, and an approved certificate of building occupancy for each facility in use by the school, according to the schedule set by the Office of Charter Schools but in any event prior to the opening of the school.
33. Will be located within the geographical boundaries of the District in locating its site, or otherwise comply with the requirements in Education Code section 47605 and 47605.1.



Signature



Date



Print Name

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CHARTER SCHOOL  
BUDGET REPORT - ALTERNATIVE FORM

CHARTER SCHOOL CERTIFICATION

Charter School Name: Civicorps Academy  
(name continued) \_\_\_\_\_  
CDS #: 01-61259-0115386  
Charter Approving Entity: Oakland Unified  
County: Alameda  
Charter #: 0948  
Fiscal Year: 2016-17

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To the entity that approved the charter school:  
( \_\_\_ ) 2016-17 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to *Education Code* Section 47604.33.

Signed: \_\_\_\_\_ Date: 6/14/2016  
Charter School Official  
(Original signature required)  
Print Name: Brian Hickey Title: CFO

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To the County Superintendent of Schools:  
( \_\_\_ ) 2016-17 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 47604.33.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Representative of  
Charter Approving Entity  
(Original signature required)  
Print Name: Daniel Menyon Title: Controller

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For additional information on the BUDGET, please contact:

<u>For Approving Entity:</u>	<u>For Charter School:</u>
<u>Minh Co</u> Name	<u>Brian Hickey</u> Name
<u>Accounting Manager</u> Title	<u>CFO</u> Title
<u>(510) 879-0132</u> Telephone	<u>(510) 992-7838</u> Telephone
<u>minh.co@ousd.org</u> E-mail address	<u>brian.hickey@cvcorps.org</u> E-mail address

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( \_\_\_ ) 2016-17 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code* Section 47604.33.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
ACOE District Advisor

**CHARTER SCHOOL  
BUDGET REPORT - ALTERNATIVE FORM**

Charter School Name: Civicorps Academy  
 (name continued) \_\_\_\_\_  
 CDS #: 01-61259-0115386  
 Charter Approving Entity: Oakland Unified  
 County: Alameda  
 Charter #: 0948  
 Budgeting Period: 2016/17

This charter school uses the following basis of accounting:

- Accrual Basis** (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)  
 **Modified Accrual Basis** (Applicable Capital Outlay / Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

Description	Object Code	Est. Actuals Prior Year	Current Budget Year		Total
			Unrest.	Rest.	
<b>A. REVENUES</b>					
1. LCFF Sources					
State Aid - Current Year	8011	479,094.00	541,811.00	0.00	541,811.00
Education Protection Account State Aid - Current Year	8012	116,913.00	114,423.00	0.00	114,423.00
State Aid - Prior Years	8019	0.00	0.00	0.00	0.00
Tax Relief Subventions (for rev. limit funded schools)	8020-8039	0.00	0.00	0.00	0.00
County and District Taxes (for rev. limit funded schools)	8040-8079	0.00	0.00	0.00	0.00
Miscellaneous Funds (for rev. limit funded schools)	8080-8089	0.00	0.00	0.00	0.00
Revenue Limit Transfers (for rev. limit funded schools):					
PERS Reduction Transfer	8092	0.00	0.00		0.00
Charter Schools Funding in Lieu of Property Taxes	8096	150,875.00	151,330.00		151,330.00
Other Revenue Limit Transfers	8091, 8097	0.00	0.00	0.00	0.00
Total, LCFF/Revenue Limit Sources		746,882.00	807,564.00	0.00	807,564.00
2. Federal Revenues					
No Child Left Behind	8290	0.00		0.00	0.00
Special Education - Federal	8181, 8182	0.00		0.00	0.00
Child Nutrition - Federal	8220	0.00		0.00	0.00
Other Federal Revenues	8110, 8260-8299	0.00		0.00	0.00
Total, Federal Revenues		0.00	0.00	0.00	0.00
3. Other State Revenues					
Charter Categorical Block Grant (8480 N/A per SBX3 - 4)	N/A				0.00
Special Education - State	StateRevSE	0.00		0.00	0.00
All Other State Revenues	StateRevAO	201,511.00	10,212.00	55,500.00	65,712.00
Total, Other State Revenues		201,511.00	10,212.00	55,500.00	65,712.00
4. Other Local Revenues					
All Other Local Revenues	LocalRevAO	992,500.00	1,541,924.00	0.00	1,541,924.00
Total, Local Revenues		992,500.00	1,541,924.00	0.00	1,541,924.00
5. TOTAL REVENUES					
		1,940,893.00	2,359,700.00	55,500.00	2,415,200.00
<b>B. EXPENDITURES</b>					
1. Certificated Salaries					
Certificated Teachers' Salaries	1100	210,600.00	258,200.00	0.00	258,200.00
Certificated Pupil Support Salaries	1200	255,000.00	412,506.00	0.00	412,506.00
Certificated Supervisors' and Administrators' Salaries	1300	135,000.00	130,000.00	0.00	130,000.00
Other Certificated Salaries	1900	0.00	0.00	0.00	0.00
Total, Certificated Salaries		600,600.00	800,706.00	0.00	800,706.00
2. Non-certificated Salaries					
Non-certificated Instructional Aides' Salaries	2100	85,250.00	111,650.00	0.00	111,650.00
Non-certificated Support Salaries	2200	0.00	0.00	0.00	0.00
Non-certificated Supervisors' and Administrators' Sal.	2300	85,500.00	105,560.00	0.00	105,560.00
Clerical and Office Salaries	2400	51,350.00	58,000.00	0.00	58,000.00
Other Non-certificated Salaries	2900	177,115.00	318,594.00	0.00	318,594.00
Total, Non-certificated Salaries		399,215.00	593,804.00	0.00	593,804.00

**CHARTER SCHOOL  
BUDGET REPORT - ALTERNATIVE FORM**

Charter School Name: Civicorps Academy  
(name continued) \_\_\_\_\_

Description	Object Code	Est. Actuals Prior Year	Current Budget Year		Total
			Unrest.	Rest.	
<b>3. Employee Benefits</b>					
STRS	3101-3102	0.00	0.00	0.00	0.00
PERS	3201-3202	0.00	0.00	0.00	0.00
OASDI / Medicare / Alternative	3301-3302	74,500.00	99,053.00	0.00	99,053.00
Health and Welfare Benefits	3401-3402	52,850.00	80,053.00	0.00	80,053.00
Unemployment Insurance	3501-3502	2,250.00	15,000.00	0.00	15,000.00
Workers' Compensation Insurance	3601-3602	20,750.00	38,516.00	0.00	38,516.00
OPEB, Allocated	3701-3702	0.00	0.00	0.00	0.00
OPEB, Active Employees	3751-3752	0.00	0.00	0.00	0.00
PERS Reduction (for revenue limit funded schools)	3801-3802	0.00	0.00	0.00	0.00
Other Employee Benefits	3901-3902	1,308.00	15,632.00	0.00	15,632.00
Total, Employee Benefits		151,658.00	248,254.00	0.00	248,254.00
<b>4. Books and Supplies</b>					
Approved Textbooks and Core Curricula Materials	4100	0.00	0.00	0.00	0.00
Books and Other Reference Materials	4200	2,250.00	13,579.00	0.00	13,579.00
Materials and Supplies	4300	49,750.00	56,138.00	0.00	56,138.00
Noncapitalized Equipment	4400	0.00	0.00	0.00	0.00
Food	4700	23,850.00	20,000.00	0.00	20,000.00
Total, Books and Supplies		75,850.00	89,717.00	0.00	89,717.00
<b>5. Services and Other Operating Expenditures</b>					
Subagreements for Services	5100	0.00	0.00	0.00	0.00
Travel and Conferences	5200	18,575.00	55,800.00	0.00	55,800.00
Dues and Memberships	5300	31,250.00	34,585.00	0.00	34,585.00
Insurance	5400	4,000.00	4,248.00	0.00	4,248.00
Operations and Housekeeping Services	5500	453,565.00	264,326.00	0.00	264,326.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600	114,000.00	67,646.00	55,500.00	123,146.00
Professional/Consulting Services & Operating Expend.	5800	73,810.00	167,443.00	0.00	167,443.00
Communications	5900	0.00	0.00	0.00	0.00
Total, Services and Other Operating Expenditures		695,200.00	594,048.00	55,500.00	649,548.00
<b>6. Capital Outlay (Objects 6100-6170, 6200-6500 - modified accrual basis)</b>					
Sites and Improvements of Sites	6100-6170	0.00	0.00	0.00	0.00
Buildings and Improvements of Buildings	6200	0.00	0.00	0.00	0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	0.00	0.00	0.00	0.00
Equipment	6400	0.00	0.00	0.00	0.00
Equipment Replacement	6500	0.00	0.00	0.00	0.00
Depreciation Expense (for full accrual basis only)	6900	0.00	0.00	0.00	0.00
Total, Capital Outlay		0.00	0.00	0.00	0.00
<b>7. Other Outgo</b>					
Tuition to Other Schools	7110-7143	0.00	0.00	0.00	0.00
Transfers of Pass-through Revenues to Other LEAs	7211-7213	0.00	0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	0.00	0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0.00	0.00	0.00	0.00
All Other Transfers	7281-7299	0.00	0.00	0.00	0.00
Debt Service:					
Interest	7438	0.00	0.00	0.00	0.00
Principal	7439	0.00	0.00	0.00	0.00
Total, Other Outgo		0.00	0.00	0.00	0.00
<b>8. TOTAL EXPENDITURES</b>		1,922,523.00	2,326,529.00	55,500.00	2,382,029.00
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		18,370.00	33,171.00	0.00	33,171.00

**CHARTER SCHOOL  
BUDGET REPORT - ALTERNATIVE FORM**

Charter School Name: Civicorps Academy  
(name continued) \_\_\_\_\_

Description	Object Code	Est. Actuals Prior Year	Current Budget Year		Total
			Unrest.	Rest.	
<b>D. OTHER FINANCING SOURCES / USES</b>					
1. Other Sources	8930-8979	0.00	0.00	0.00	0.00
2. Less: Other Uses	7630-7699	0.00	0.00	0.00	0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	0.00	0.00	0.00	0.00
4. TOTAL OTHER FINANCING SOURCES / USES		0.00	0.00	0.00	0.00
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>		18,370.00	33,171.00	0.00	33,171.00
<b>F. FUND BALANCE, RESERVES</b>					
1. Beginning Fund Balance					
a. As of July 1	9791	143,015.00	143,015.00	0.00	143,015.00
b. Adjustments to Beginning Balance	9793, 9795	(5,928.00)	(5,928.00)	0.00	(5,928.00)
c. Adjusted Beginning Balance		137,087.00	137,087.00	0.00	137,087.00
2. Ending Fund Balance, June 30 (E + F.1.c.)		155,457.00	170,258.00	0.00	170,258.00
Components of Ending Fund Balance					
a. Nonspendable					
Revolving Cash	9711	0.00	0.00		0.00
Stores	9712	0.00	0.00	0.00	0.00
Prepaid Expenditures	9713	0.00	0.00	0.00	0.00
All Others	9719	0.00	0.00	0.00	0.00
b. Restricted					
	9740			0.00	0.00
c. Committed					
Stabilization Arrangements	9750	0.00	0.00		0.00
Other Commitments	9760	0.00	0.00		0.00
d. Assigned					
Other Assignments	9780	0.00	0.00		0.00
e. Unassigned/Unappropriated					
Reserve for Economic Uncertainties	9789	125,000.00	150,000.00	0.00	150,000.00
Unassigned / Unappropriated Amount	9790	30,457.00	20,258.00	0.00	20,258.00

**CHARTER SCHOOL  
MULTI-YEAR PROJECTION - ALTERNATIVE FORM**

**Charter School Name:** Civicorps Academy  
 (name continued) \_\_\_\_\_  
**CDS #:** 01-61259-0115386  
**Charter Approving Entity:** Oakland Unified  
**County:** Alameda  
**Charter #:** 0948  
**Fiscal Year:** 2016/17

*This charter school uses the following basis of accounting:*

- Accrual Basis** (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)  
 **Modified Accrual Basis** (Applicable Capital Outlay / Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

Description	Object Code	FY 2016/17			Totals for 2017/18	Totals for 2018/19
		Unrestricted	Restricted	Total		
<b>A. REVENUES</b>						
<b>1. LCFF Sources</b>						
State Aid - Current Year	8011	541,811.00	0.00	541,811.00	603,346.00	690,874.00
Education Protection Account State Aid - Current Year	8012	114,423.00	0.00	114,423.00	108,114.00	53,067.00
State Aid - Prior Years	8019	0.00	0.00	0.00	0.00	0.00
Tax Relief Subventions (for rev. limit funded schools)	8020-8039	0.00	0.00	0.00	0.00	0.00
County and District Taxes (for rev. limit funded schools)	8040-8079	0.00	0.00	0.00	0.00	0.00
Miscellaneous Funds (for rev. limit funded schools)	8080-8089	0.00	0.00	0.00	0.00	0.00
Revenue Limit Transfers (for rev. limit funded schools):						
PERS Reduction Transfer	8092	0.00	0.00	0.00	0.00	0.00
Charter Schools Funding in Lieu of Property Taxes	8096	151,330.00	0.00	151,330.00	155,420.00	159,510.00
Other Revenue Limit Transfers	8091, 8097	0.00	0.00	0.00		
Total, LCFF/Revenue Limit Sources		807,564.00	0.00	807,564.00	866,880.00	903,451.00
<b>2. Federal Revenues</b>						
No Child Left Behind	8290	0.00	0.00	0.00	0.00	0.00
Special Education - Federal	8181, 8182	0.00	0.00	0.00	0.00	0.00
Child Nutrition - Federal	8220	0.00	0.00	0.00	0.00	0.00
Other Federal Revenues	8110, 8260-8299	0.00	0.00	0.00	0.00	0.00
Total, Federal Revenues		0.00	0.00	0.00	0.00	0.00
<b>3. Other State Revenues</b>						
Charter Categorical Block Grant (8480 N/A thru 2014/15 - SBX3-4)	N/A	0.00	0.00	0.00		
Special Education - State	StateRevSE	0.00	0.00	0.00	0.00	0.00
All Other State Revenues	StateRevAO	10,212.00	55,500.00	65,712.00	70,000.00	73,500.00
Total, Other State Revenues		10,212.00	55,500.00	65,712.00	70,000.00	73,500.00
<b>4. Other Local Revenues</b>						
All Other Local Revenues	LocalRevAO	1,541,924.00	0.00	1,541,924.00	1,550,000.00	1,581,000.00
Total, Local Revenues		1,541,924.00	0.00	1,541,924.00	1,550,000.00	1,581,000.00
<b>5. TOTAL REVENUES</b>						
		2,359,700.00	55,500.00	2,415,200.00	2,486,880.00	2,557,951.00
<b>B. EXPENDITURES</b>						
<b>1. Certificated Salaries</b>						
Certificated Teachers' Salaries	1100	258,200.00	0.00	258,200.00	261,500.00	269,345.00
Certificated Pupil Support Salaries	1200	412,506.00	0.00	412,506.00	410,000.00	422,300.00
Certificated Supervisors' and Administrators' Salaries	1300	130,000.00	0.00	130,000.00	132,500.00	136,475.00
Other Certificated Salaries	1900	0.00	0.00	0.00	0.00	0.00
Total, Certificated Salaries		800,706.00	0.00	800,706.00	804,000.00	828,120.00
<b>2. Non-certificated Salaries</b>						
Non-certificated Instructional Aides' Salaries	2100	111,650.00	0.00	111,650.00	114,500.00	117,935.00
Non-certificated Support Salaries	2200	0.00	0.00	0.00	0.00	0.00
Non-certificated Supervisors' and Administrators' Sal.	2300	105,560.00	0.00	105,560.00	107,250.00	110,467.50
Clerical and Office Salaries	2400	58,000.00	0.00	58,000.00	58,350.00	60,100.50
Other Non-certificated Salaries	2900	318,594.00	0.00	318,594.00	320,000.00	329,600.00
Total, Non-certificated Salaries		593,804.00	0.00	593,804.00	600,100.00	618,103.00

**CHARTER SCHOOL  
MULTI-YEAR PROJECTION - ALTERNATIVE FORM**

Charter School Name: Civicorps Academy  
(name continued) \_\_\_\_\_

Description	Object Code	FY 2016/17			Totals for 2017/18	Totals for 2018/19
		Unrestricted	Restricted	Total		
<b>3. Employee Benefits</b>						
STRS	3101-3102	0.00	0.00	0.00	0.00	0.00
PERS	3201-3202	0.00	0.00	0.00	0.00	0.00
OASDI / Medicare / Alternative	3301-3302	99,053.00	0.00	99,053.00	100,000.00	102,680.00
Health and Welfare Benefits	3401-3402	80,053.00	0.00	80,053.00	80,000.00	82,425.00
Unemployment Insurance	3501-3502	15,000.00	0.00	15,000.00	14,000.00	14,500.00
Workers' Compensation Insurance	3601-3602	38,516.00	0.00	38,516.00	38,000.00	39,050.00
OPEB, Allocated	3701-3702	0.00	0.00	0.00	0.00	0.00
OPEB, Active Employees	3751-3752	0.00	0.00	0.00	0.00	0.00
PERS Reduction (for revenue limit funded schools)	3801-3802	0.00	0.00	0.00	0.00	0.00
Other Employee Benefits	3901-3902	15,632.00	0.00	15,632.00	15,500.00	16,000.00
Total, Employee Benefits		248,254.00	0.00	248,254.00	247,500.00	254,655.00
<b>4. Books and Supplies</b>						
Approved Textbooks and Core Curricula Materials	4100	0.00	0.00	0.00	0.00	0.00
Books and Other Reference Materials	4200	13,579.00	0.00	13,579.00	14,000.00	14,420.00
Materials and Supplies	4300	56,138.00	0.00	56,138.00	58,000.00	59,740.00
Noncapitalized Equipment	4400	0.00	0.00	0.00	0.00	0.00
Food	4700	20,000.00	0.00	20,000.00	20,600.00	21,218.00
Total, Books and Supplies		89,717.00	0.00	89,717.00	92,600.00	95,378.00
<b>5. Services and Other Operating Expenditures</b>						
Subagreements for Services	5100	0.00	0.00	0.00	0.00	0.00
Travel and Conferences	5200	55,800.00	0.00	55,800.00	57,000.00	58,710.00
Dues and Memberships	5300	34,585.00	0.00	34,585.00	35,500.00	36,565.00
Insurance	5400	4,248.00	0.00	4,248.00	4,500.00	4,635.00
Operations and Housekeeping Services	5500	264,326.00	0.00	264,326.00	272,000.00	280,160.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600	67,646.00	55,500.00	123,146.00	125,000.00	128,750.00
Professional/Consulting Services and Operating Expend.	5800	167,443.00	0.00	167,443.00	170,000.00	175,100.00
Communications	5900	0.00	0.00	0.00	0.00	0.00
Total, Services and Other Operating Expenditures		594,048.00	55,500.00	649,548.00	664,000.00	683,920.00
<b>6. Capital Outlay (Objects 6100-6170, 6200-6500 for mod. accrual basis)</b>						
Sites and Improvements of Sites	6100-6170	0.00	0.00	0.00	0.00	0.00
Buildings and Improvements of Buildings	6200	0.00	0.00	0.00	0.00	0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	0.00	0.00	0.00	0.00	0.00
Equipment	6400	0.00	0.00	0.00	0.00	0.00
Equipment Replacement	6500	0.00	0.00	0.00	0.00	0.00
Depreciation Expense (for full accrual only)	6900	0.00	0.00	0.00	0.00	0.00
Total, Capital Outlay		0.00	0.00	0.00	0.00	0.00
<b>7. Other Outgo</b>						
Tuition to Other Schools	7110-7143	0.00	0.00	0.00	0.00	0.00
Transfers of Pass-through Revenues to Other LEAs	7211-7213	0.00	0.00	0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	0.00	0.00	0.00	0.00	0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0.00	0.00	0.00	0.00	0.00
All Other Transfers	7281-7299	0.00	0.00	0.00	0.00	0.00
Debt Service:						
Interest	7438	0.00	0.00	0.00	0.00	0.00
Principal	7439	0.00	0.00	0.00	0.00	0.00
Total, Other Outgo		0.00	0.00	0.00	0.00	0.00
<b>8. TOTAL EXPENDITURES</b>		2,326,529.00	55,500.00	2,382,029.00	2,408,200.00	2,480,176.00
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		33,171.00	0.00	33,171.00	78,680.00	77,775.00



**CHARTER SCHOOL  
MULTI-YEAR PROJECTION - ALTERNATIVE FORM**

Charter School Name: Civicorps Academy  
(name continued) \_\_\_\_\_

Description	Object Code	FY 2016/17			Totals for 2017/18	Totals for 2018/19
		Unrestricted	Restricted	Total		
<b>D. OTHER FINANCING SOURCES / USES</b>						
1. Other Sources	8930-8979	0.00	0.00	0.00	0.00	0.00
2. Less: Other Uses	7630-7699	0.00	0.00	0.00	0.00	0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	0.00	0.00	0.00	0.00	0.00
4. TOTAL OTHER FINANCING SOURCES / USES		0.00	0.00	0.00	0.00	0.00
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>						
		33,171.00	0.00	33,171.00	78,680.00	77,775.00
<b>F. FUND BALANCE, RESERVES</b>						
1. Beginning Fund Balance						
a. As of July 1	9791	143,015.00	0.00	143,015.00	170,258.00	248,938.00
b. Adjustments to Beginning Balance	9793, 9795	(5,928.00)	0.00	(5,928.00)		
c. Adjusted Beginning Balance		137,087.00	0.00	137,087.00	170,258.00	248,938.00
2. Ending Fund Balance, June 30 (E + F.1.c.)		170,258.00	0.00	170,258.00	248,938.00	326,713.00
Components of Ending Fund Balance						
a. Nonspendable						
Revolving Cash	9711	0.00		0.00	0.00	0.00
Stores	9712	0.00	0.00	0.00	0.00	0.00
Prepaid Expenditures	9713	0.00	0.00	0.00	0.00	0.00
All Others	9719	0.00	0.00	0.00	0.00	0.00
b. Restricted						
	9740		0.00	0.00	0.00	0.00
c. Committed						
Stabilization Arrangements	9750	0.00		0.00	0.00	0.00
Other Commitments	9760	0.00		0.00	0.00	0.00
d. Assigned						
Other Assignments	9780	0.00		0.00	0.00	0.00
e. Unassigned/Unappropriated						
Reserve for Economic Uncertainties	9789	150,000.00	0.00	150,000.00	200,000.00	300,000.00
Undesignated / Unappropriated Amount	9790	20,258.00	0.00	20,258.00	48,938.00	26,713.00

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**CIVICORPS**

**Financial Statements**

**And Additional Information for the  
Civicorps Corpsmember Academy**

**For the year ended June 30, 2016**

**with**

**Reports of Independent Auditors**

# CIVICORPS

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**WILSON  
MARKLE  
STUCKEY  
HARDESTY  
& BOTT LLP**

CERTIFIED PUBLIC  
ACCOUNTANTS

DONALD WILSON  
ALAN MARKLE  
CHARLES STUCKEY  
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DAVID BOTT  
DAVID BAILEY  
MICHAEL SMITH  
SHIRLEY CHEN-BLUM

Report of Independent Auditors

Board of Directors  
Civicorps

**Report on the Financial Statements**

We have audited the accompanying financial statements of Civicorps, which comprise the statement of financial position as of June 30, 2016, and the related statements of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Civicorps as of June 30, 2016, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**Other Matters**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying other additional information, as listed in the Table of Contents, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

**Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated October 24, 2016, on our consideration of Civicorps' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Civicorps' internal control over financial reporting and compliance.

**Report on Summarized Comparative  
Information**

We have previously audited the financial statements of Civicorps for the year ended June 30, 2015, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 1, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2015, is consistent, in all material respects, with the audited financial statements from which the information was derived.

*Wilson Markle Stuckey Hardesty & Bott*  
Wilson Markle Stuckey Hardesty & Bott, LLP  
October 24, 2016

**CIVICORPS**  
Statement of Financial Position  
As of June 30, 2016  
with comparative totals as of June 30, 2015

	<u>2016</u>	<u>2015</u>
Assets		
Current assets		
Cash and cash equivalents	\$ 34,769	\$ 15,704
Accounts receivable	1,242,251	1,092,455
Prepaid expenses	<u>69,738</u>	<u>54,974</u>
Total current assets	1,346,758	1,163,133
Property and equipment, at cost		
Land	1,337,795	1,337,795
Building and improvements	591,209	437,503
Leasehold improvements	67,021	70,314
Equipment and furniture	403,397	456,829
Vehicles	<u>1,020,615</u>	<u>793,322</u>
	3,420,037	3,095,763
Accumulated depreciation	<u>(1,145,261)</u>	<u>(1,110,165)</u>
Property and equipment, net	2,274,776	1,985,598
Deposits and other assets	<u>34,239</u>	<u>45,256</u>
Total assets	<u>\$ 3,655,773</u>	<u>\$ 3,193,987</u>
Liabilities and Net Assets		
Current liabilities		
Accounts payable	\$ 152,231	\$ 59,857
Accrued liabilities	183,577	246,697
Deferred revenues	8,088	-
Bank line of credit	<u>250,000</u>	<u>255,000</u>
Total current liabilities	593,896	561,554
Deferred rent	<u>24,721</u>	<u>139,983</u>
Total liabilities	618,617	701,537
Net assets		
Unrestricted	2,937,156	2,342,450
Temporarily restricted	<u>100,000</u>	<u>150,000</u>
Total net assets	<u>3,037,156</u>	<u>2,492,450</u>
Total liabilities and net assets	<u>\$ 3,655,773</u>	<u>\$ 3,193,987</u>

See accompanying notes

**CIVICORPS**  
**Statement of Activities and Changes in Net Assets**  
**For the year ended June 30, 2016**  
**with comparative totals for the year ended June 30, 2015**

	<u>Unrestricted</u>	<u>Temporarily restricted</u>	<u>Totals 2016</u>	<u>2015</u>
<b>Revenues</b>				
Contract revenues	\$ 3,512,201	\$ -	\$ 3,512,201	\$ 3,491,292
Charter school revenues	867,214	-	867,214	693,323
Government grants	2,251,378	-	2,251,378	2,111,089
Grants and donations from foundations and individuals	361,714	402,000	763,714	556,763
Other income	8,002	-	8,002	350
Net assets released from restrictions	452,000	(452,000)	-	-
<b>Total revenues</b>	<b>7,452,509</b>	<b>(50,000)</b>	<b>7,402,509</b>	<b>6,852,817</b>
<b>Expenses</b>				
<b>Salaries, wages and benefits</b>				
Staff	3,143,992	-	3,143,992	2,900,685
Corpsmembers	1,634,465	-	1,634,465	1,634,887
<b>Total salaries, wages and benefits</b>	<b>4,778,457</b>	<b>-</b>	<b>4,778,457</b>	<b>4,535,572</b>
<b>Non-personnel related costs</b>				
Communications	66,798	-	66,798	53,653
Conferences, training and travel	71,007	-	71,007	75,413
Dues and subscriptions	55,079	-	55,079	32,432
Fleet	368,145	-	368,145	345,194
Insurance	32,364	-	32,364	52,174
Occupancy	554,042	-	554,042	645,684
Postage and shipping	7,026	-	7,026	2,290
Office, printing and publications	127,247	-	127,247	70,438
Professional services	312,658	-	312,658	208,659
Supplies	314,976	-	314,976	285,569
Taxes, permits and fees	12,158	-	12,158	8,381
Depreciation	139,606	-	139,606	264,829
Interest expense	18,240	-	18,240	23,487
<b>Total non-personnel related costs</b>	<b>2,079,346</b>	<b>-</b>	<b>2,079,346</b>	<b>2,068,203</b>
<b>Total expenses</b>	<b>6,857,803</b>	<b>-</b>	<b>6,857,803</b>	<b>6,603,775</b>
<b>Change in net assets before discontinued operations</b>	<b>594,706</b>	<b>(50,000)</b>	<b>544,706</b>	<b>249,042</b>
<b>Loss on disposal of equipment used in discontinued operations</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(466,792)</b>
<b>Change in net assets</b>	<b>594,706</b>	<b>(50,000)</b>	<b>544,706</b>	<b>(217,750)</b>
<b>Net assets, beginning of year</b>	<b>2,342,450</b>	<b>150,000</b>	<b>2,492,450</b>	<b>2,710,200</b>
<b>Net assets, end of year</b>	<b>\$ 2,937,156</b>	<b>\$ 100,000</b>	<b>\$ 3,037,156</b>	<b>\$ 2,492,450</b>

See accompanying notes

**CIVICORPS**  
Statement of Cash Flows  
For the year ended June 30, 2016  
with comparative totals for the year ended June 30, 2015

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities		
Change in net assets	\$ 544,706	\$ (217,750)
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:		
Depreciation	139,606	264,829
Loss on sales and disposals of equipment	-	466,792
Changes in operating assets and liabilities:		
Accounts receivable	(149,796)	(269,856)
Prepaid expenses	(14,764)	6,926
Accounts payable	92,374	(40,692)
Accrued liabilities	(63,120)	14,613
Deferred contract revenues	8,088	-
Deferred rent	(115,262)	(20,914)
Net cash provided by operating activities	441,832	203,948
Cash flows from investing activities		
Additions to building and leasehold improvements	(153,705)	-
Purchases of vehicles and equipment	(275,079)	(71,034)
Decrease in deposits and other assets	11,017	6,507
Net cash used by investing activities	(417,767)	(64,527)
Cash flows from financing activities:		
Repayment of bank line of credit, net	(5,000)	(245,000)
Payments of accrued liability due after one year	-	(27,500)
Net cash used by financing activities	(5,000)	(272,500)
Increase (decrease) in cash and cash equivalents	19,065	(133,079)
Cash and cash equivalents, beginning of year	15,704	148,783
Cash and cash equivalents, end of year	<u>\$ 34,769</u>	<u>\$ 15,704</u>
Supplemental disclosure of cash flow information		
Cash paid for interest	<u>\$ 18,240</u>	<u>\$ 23,487</u>

See accompanying notes



**CIVICORPS**  
Notes to Financial Statements  
June 30, 2016

Note 1 - Organization and nature of activities

Civicorps, a California nonprofit public benefit corporation and local conservation corps, provides youth aged 18-26 in Oakland's East Bay with a premier high school, job training and college preparation experience. Its students are disadvantaged youth who have previously dropped out of school and face multiple barriers to success.

In August 2015, Civicorps amended its articles of incorporation to change its name from Civicorps Schools.

Founded in 1983, Civicorps was one of the first local conservation corps in the country providing meaningful outdoor work experiences to youth in the East Bay's parks and natural areas. Within a number of years of its founding, it became clear that one of the most critical needs was the lack of real educational opportunities for youth that had dropped out of school without a high school diploma. After years of preparation, in 1995, Civicorps was granted a charter by the Oakland Unified School District to open the only high school specifically for youth aged 18-26. In recognition of the quality of the academic preparation and teaching, Civicorps Academy was granted accreditation by the Western Association of Schools and Colleges (WASC) in 2012, making it the only accredited high school program for 18-26 year olds in the East Bay.

Civicorps runs two distinct social enterprises with triple bottom line goals—profitability, social benefit and environmental impact. The Recycling Program and Environmental Job Training Program provide pathways to careers in transportation, recycling, horticulture, warehouse logistics and wildland firefighting.

The three main programs within the Civicorp organization include:

Civicorps Academy

As described above, the Civicorps Academy is a charter school within the Oakland Unified School District and it is accredited through the WASC. More importantly, it is a high school that serves an underprivileged population that might not have many other options for educational opportunities within their local communities. The Academy provides an environment that links recovery, community improvement, and intense individualized instruction with an emphasis on Math, English, Science, and Social Studies.

**CIVICORPS**  
Notes to Financial Statements  
June 30, 2016

Note 1 - Organization and nature of activities (continued)

Job Training Program

The Job Training Program provides students with the opportunity to gain work experience and job skills in relevant industries. Students work towards their high school diplomas and at the same time gain experience in natural and urban resource work.

Recycling Training Program

The Civicorps Recycling Training Program collects recyclables and other waste products from small businesses, commercial enterprises and institutions in the East Bay. Through these services, Civicorps provides valuable job training for drivers leading to well-paying jobs.

Note 2 - Summary of significant accounting policies

Basis of accounting

The accompanying financial statements are prepared on the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when the related obligation is incurred.

Revenues

Certain support for the activities of Civicorps may be directed by grantors to specific periods, types of services or geographical areas. Donations restricted by the grantor for particular purposes are deemed to be earned and reported as revenue when Civicorps has incurred expenditures in compliance with the specific restrictions. Such amounts received but not yet earned are reported as temporarily restricted net assets in accordance with the accounting principles generally accepted in the United States.

Cash and cash equivalents

Cash consists of amounts on deposit with a commercial bank, in both interest bearing and non-interest bearing accounts, all available on demand.

**CIVICORPS**  
Notes to Financial Statements  
June 30, 2016

Note 2 - Summary of significant accounting policies (continued)

Allowance for uncollectible accounts receivable

Civicorps uses the allowance method to account for uncollectible accounts receivable. Under this method, Civicorps reviews all receivables for any problems with collection. If Civicorps feels that there may be a problem with collections, an allowance is provided for the receivable. When attempts to collect a specific receivable are unsuccessful, the account is considered uncollectible and is written off against the allowance. At June 30, 2016, Civicorps concluded that an allowance for doubtful accounts was not necessary.

Property and equipment

Property and equipment are carried at cost less accumulated depreciation. Depreciation is computed on the straight-line method over the estimated productive lives of the assets of 5 to 10 years for machinery and equipment. Leasehold improvements are amortized over the shorter of the assets' useful life or the remaining length of the lease. Civicorps generally expenses outlays of under \$1,000 in the period incurred.

Income taxes

The Internal Revenue Service (IRS) and State of California Franchise Tax Board approved Civicorps as exempt from federal income tax under the Internal Revenue Code (IRC) and from California bank and corporation taxes under the California Revenue and Taxation Code. In addition, the IRS approved Civicorps to receive contributions that qualify for the charitable contribution deduction under the IRC and as a publicly supported organization as described in the IRC. Accordingly, donors are entitled to the maximum charitable contribution deduction allowed by law. Management of Civicorps concluded that no activities of Civicorps jeopardized its exemption from income taxes, its classification as a "public charity" or subjected Civicorps to taxes on unrelated business income. Consequently, Civicorps did not provide for any income taxes.

Civicorps follows accounting principles generally accepted in the United States relating to the accounting for uncertainty in income taxes. Adoption of these provisions did not have any impact on Civicorps' liability for unrecognized tax liabilities. Management believes that Civicorps has adequately addressed all tax positions and that there are no unrecorded tax liabilities. Tax years ended June 30, 2013 to 2016 are open for examination by the IRS and years ended June 30, 2012 to 2016 by the State of California Franchise Tax Board.

**CIVICORPS**  
Notes to Financial Statements  
June 30, 2016

Note 2 - Summary of significant accounting policies (continued)

Prior year totals

The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States. Accordingly, such information should be read in conjunction with the organization's financial statements for the year ended June 30, 2015, from which the summarized information was derived.

Use of estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Although these estimates are based on management's knowledge of current events and actions it may undertake in the future, they may ultimately differ from actual results.

Fair value measurements

Civicorps uses a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. This hierarchy consists of three broad levels: Level 1 inputs consist of unadjusted quoted prices in active markets for identical assets and have the highest priority. Level 2 inputs consist of observable inputs other than quoted prices for identical assets. Level 3 inputs consist of unobservable inputs that reflect internal judgments and have the lowest priority. Civicorps uses appropriate valuation techniques based on the available inputs to measure the fair value of its recorded transactions. When available, Civicorps measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. Civicorps only uses Level 3 inputs when Level 1 or Level 2 inputs are not available.

Management of Civicorps estimates that the aggregate net fair value of reported financial amounts (including receivables, payables and accrued expenses) approximates their carrying value, as such financial instruments are short-term in nature or bear interest at current market rates.

**CIVICORPS**  
Notes to Financial Statements  
June 30, 2016

Note 3 - Bank line of credit

Civicorps has an agreement with a commercial bank to provide a line of credit not to exceed \$750,000. Of the available amount, \$250,000 was outstanding as of June 30, 2016. Borrowings are secured by accounts receivable and all other assets of Civicorps. Interest on amounts borrowed is due monthly at 1.5% above the bank's prime rate (3.50% prime rate at June 30, 2016). The line of credit matures on December 4, 2016 and can be extended annually at the discretion of the bank.

Note 4 - Temporarily Restricted Net Assets

During the year ended June 30, 2016, Civicorps received certain donations that were restricted due to time. These temporarily restricted net assets reconcile at June 30, 2016, as follows:

	<u>Beginning</u>	<u>Additions</u>	<u>Releases</u>	<u>Ending</u>
Time restricted				
Thomas J. Long Foundation	\$ 150,000	\$ 120,000	\$ 170,000	\$ 100,000
Y&H Soda Foundation	-	20,000	20,000	-
Program restricted - Capital outlay				
REDF	-	100,000	100,000	-
Program restricted - Education				
Beneficial State Bank	-	20,000	20,000	-
Joseph & Vera Long Foundation	-	49,000	49,000	-
San Francisco Foundation	-	50,000	50,000	-
Altamont Education Advisory Board	-	18,000	18,000	-
Kaiser Foundation Hospitals	-	25,000	25,000	-
Totals	<u>\$ 150,000</u>	<u>\$ 402,000</u>	<u>\$ 452,000</u>	<u>\$ 100,000</u>

Note 5 - Retirement plan

Civicorps offers eligible employees a retirement plan pursuant to Section 403(b) of the Internal Revenue Code. Under this plan, Civicorps may match a portion of an employee's contribution. Civicorps began to match the first 2% of employee contributions to the plan beginning on January 1, 2016 for a total of \$14,637.

**CIVICORPS**  
Notes to Financial Statements  
June 30, 2016

Note 6 - Commitments

Rental expense for office and program facilities for the year ended June 30, 2016 was \$365,094. Future minimum payments under non-cancelable operating leases for the years ending June 30 are as follows:

2017	\$ 250,908
2018	258,432
2019	266,184
2020	274,170
2021	139,110
Total	<u>\$1,188,804</u>

Deferred rent of \$24,721 in the accompanying statement of financial position results from the excess of rent expense recorded on a straight-line basis over the lease term above the amount of the monthly payments due during the earlier periods of the lease term.

Note 7 - Concentrations, risks and uncertainties

At various times during the year ended June 30, 2016, cash balances at individual banks exceeded federal insurance limits.

Civicorps has received support that is subject to audit or review by the grantor agencies. Management believes that Civicorps has complied with all aspects of the grant provisions and that disallowed costs, if any, would be insignificant to the financial position of Civicorps.

Civicorps receives significant funding pursuant to cost reimbursement grants with the State of California. For the year ended June 30, 2016 these grants represented approximately 24% of Civicorps' total revenues.

Contract revenues in the accompanying statement of activities and changes in net assets are earned under fee for service contracts principally with local governmental agencies in the San Francisco Bay Area. For the year ended

**CIVICORPS**  
Notes to Financial Statements  
June 30, 2016

Note 7 - Concentrations, risks and uncertainties (continued)

June 30, 2016 these contracts represented approximately 47% of Civicorps' total revenues.

A decrease, if any, in future funding from the State of California or from contractual services could have a significant impact on Civicorps programs.

Note 8 - Discontinued operations

In March 2015, Civicorps decided to change the focus of its recycling program from one of collection, processing and sale of recyclable materials to that of collection and disposal of electronic and certain other waste. Following the decision to discontinue the processing of cans, bottles and other recyclables, Civicorps sold for a nominal amount its conveyor, baling and other processing equipment. The loss on the sale in the accompanying statement of activities and changes in net assets for the year ended June 30, 2015 represents the cost of the equipment, net of accumulated depreciation, in excess of the sale proceeds.

Note 9 - Subsequent events

Civicorps evaluated subsequent events for recognition and disclosure through October 24, 2016, the date which these financial statements were available to be issued. Management concluded that no other material subsequent events have occurred since June 30, 2016 that required recognition or disclosure in such financial statements.

## Other Additional Information



**CIVICORPS**  
**Civicorps Corpmember Academy**  
**Statement of Financial Position**  
**As of June 30, 2016**  
with comparative totals as of June 30, 2015

	2016	2015
<b>Assets</b>		
<b>Current assets</b>		
Cash and cash equivalents	\$ 6,261	\$ 30,290
Accounts receivable	152,479	106,797
Total current assets	158,740	137,087
<b>Property and equipment, at cost</b>		
Leasehold improvements	35,001	35,001
Accumulated depreciation	(35,001)	(35,001)
Property and equipment, net	-	-
<b>Total assets</b>	\$ 158,740	\$ 137,087
<b>Liabilities and Net Assets</b>		
<b>Current liabilities</b>		
Accrued liabilities	\$ 7,585	\$ -
Total current liabilities	7,585	-
<b>Net assets</b>		
Unrestricted	151,155	137,087
Temporarily restricted	-	-
Total net assets	151,155	137,087
<b>Total liabilities and net assets</b>	\$ 158,740	\$ 137,087

**CIVICORPS**  
**Civicorps Corpsmember Academy**  
**Statement of Activities and Changes in Net Assets**  
**For the year ended June 30, 2016**  
**with comparative totals for the year ended June 30, 2015**

	Unrestricted	Temporarily restricted	Totals 2016	Totals 2015
<b>Revenues</b>				
State of California				
General purpose entitlement	\$ 488,017		\$ 488,017	\$ 505,828
Other revenues	273,599	65,918	339,517	78,653
Alameda County				
Transfers in lieu of property taxes	152,680		152,680	108,842
Grants and donations	1,101,617		1,101,617	904,927
Net assets released from restrictions	65,918	(65,918)	-	-
<b>Total revenues</b>	<b>2,081,831</b>	<b>-</b>	<b>2,081,831</b>	<b>1,598,250</b>
<b>Expenses</b>				
Salaries, wages and benefits				
Certificated	707,984	-	707,984	565,153
Supervisory, administrative and other	504,034	-	504,034	400,373
<b>Total salaries, wages and benefits</b>	<b>1,212,018</b>	<b>-</b>	<b>1,212,018</b>	<b>965,526</b>
Books and supplies	84,576	-	84,576	39,017
Services and outside consultants	72,950	-	72,950	33,048
Other operating expenses	698,219	-	698,219	547,722
<b>Total expenses</b>	<b>2,067,763</b>	<b>-</b>	<b>2,067,763</b>	<b>1,585,313</b>
<b>Change in net assets</b>	<b>14,068</b>	<b>-</b>	<b>14,068</b>	<b>12,937</b>
<b>Net assets, beginning of year</b>	<b>137,087</b>	<b>-</b>	<b>137,087</b>	<b>124,150</b>
<b>Net assets, end of year</b>	<b>\$ 151,155</b>	<b>\$ -</b>	<b>\$ 151,155</b>	<b>\$ 137,087</b>

**CIVICORPS**  
**Civicorps Corpsmember Academy**  
**Statement of Cash Flows**  
**For the year ended June 30, 2016**  
**with comparative totals for the year ended June 30, 2015**

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities		
Change in net assets	\$ 14,068	\$ 12,937
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Changes in current assets and liabilities		
Accounts receivable	(45,682)	(23,980)
Prepaid expenses and other current assets		
Accounts payable and accrued liabilities	<u>7,585</u>	<u>(5,302)</u>
Net cash used by operating activities	<u>(24,029)</u>	<u>(16,345)</u>
Net decrease in cash and cash equivalents	(24,029)	(16,345)
Cash and cash equivalents, beginning of year	<u>30,290</u>	<u>46,635</u>
Cash and cash equivalents, end of year	<u>\$ 6,261</u>	<u>\$ 30,290</u>

**CIVICORPS**  
**Civicorps Corpmember Academy**  
Organization  
June 30, 2016

The Civicorps Corpmember Academy started its operations on August 27, 2007 after the approval of the charter by the State Board of Education in July 2007. In January 2007, Oakland Unified School District approved Civicorps Academy's charter. The Civicorps Corpmember Academy provides instruction services to Grades 9 through 12.

Governing Board

Name	Title	Termination Date
Phillip Dillard	President	June 2018
Brenda Laribee	Vice President	June 2018
Timothy Smallsreed	Secretary	June 2018
Robbie Yohai	Treasurer	June 2018
Rita Isaacs	Director	June 2018
Eric Premack	Director	June 2018
Amy Slater	Director	June 2018
Bruce Stoffmacher	Director	June 2018
Babette Karsseboom	Director	June 2018

Administration

Head of School - Paul Paradis  
Executive Director - Alan Lessik  
Deputy Director - Tessa Nicholas  
Chief Financial Officer - Brian Hickey

**CIVICORPS**  
**Civicorps Corpsmember Academy**  
**Schedule of Average Daily Attendance**  
**For the year ended June 30, 2016**

	Second Period Report	Annual Report
Grade 9 through 12	72.85	72.85
Classroom based instruction ADA	72.85	72.85

**CIVICORPS**  
**Civicorps Corpsmember Academy**  
**Schedule of Instructional Time**  
**For the year ended June 30, 2016**

<u>Grade Level</u>	<u>2015-16 Minutes</u>		<u>Number of Days Single-track Calendar</u>	<u>Number of Days Multi-track Calendar</u>	<u>Status</u>
	<u>Requirement</u>	<u>Actual</u>			
Grades 9 through 12	62,949	75,590	180	Not Applicable	In compliance

**WILSON  
MARKLE  
STUCKEY  
HARDESTY  
& BOTT LLP**

CERTIFIED PUBLIC  
ACCOUNTANTS

DONALD WILSON  
ALAN MARKLE  
CHARLES STUCKEY  
DAVID HARDESTY  
DAVID BOTT  
DAVID BAILEY  
MICHAEL SMITH  
SHIRLEY CHEN-BLUM

Report of Independent Auditors on Internal Control over Financial Reporting and  
on Compliance and Other Matters Based on an Audit of Financial Statements  
Performed in Accordance with *Government Auditing Standards*

Board of Directors  
Civicorps

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Civicorps Schools, dba Civicorps (a nonprofit organization), which comprise the statement of financial position as of June 30, 2016, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 24, 2016.

**Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Civicorps' internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Civicorps' internal control. Accordingly, we do not express an opinion on the effectiveness of Civicorps' internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Civicorps' financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Wilson Markle Stuckey Hardesty & Bott*

Wilson Markle Stuckey Hardesty & Bott, LLP  
Larkspur, California  
October 24, 2016

Report of Independent Auditors on State Compliance

Board of Directors  
Civicrops

CERTIFIED PUBLIC  
ACCOUNTANTS

DONALD WILSON  
ALAN MARKLE  
CHARLES STUCKEY  
DAVID HARDESTY  
DAVID BOTT  
DAVID BAILEY  
MICHAEL SMITH  
SHIRLEY CHEN-BLUM

**Report on State Compliance**

We have audited Civicrops Schools, dba Civicrops, compliance with the types of compliance requirements described in *2015-16 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel, that could have a direct and material effect on each of the Civicrops' state programs identified below for the fiscal year ended June 30, 2016.

**Management's Responsibility**

Management is responsible for compliance with requirements of laws, regulations, contracts and grants applicable to its State programs.

**Auditor's Responsibility**

Our responsibility is to express an opinion on compliance as identified in the State's audit guide *2015-16 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* published by the Education Audit Appeals Panel. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and *2015-16 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above that could have a material effect on Civicrops' State programs noted below. An audit includes examining, on a test basis, evidence about Civicrops' compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of Civicrops' compliance with those requirements.

In connection with the audit referred to above, we selected and tested transactions and records to determine Civicrops' compliance with the laws and regulations applicable to the following items from the *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*:

Description	2015-16	Procedures Performed
Attendance	AA	Yes
Mode of Instruction	BB	Yes
Nonclassroom-Based Instruction/Independent Study	CC	Not Applicable
Determination of Funding for Nonclassroom-Based Instruction	DD	Not Applicable
Annual Instructional Minutes-Classroom Based	EE	Yes
Charter School Facility Grant Program	FF	Yes
California Clean Energy Jobs Act	S	Not Applicable
After School Education and Safety Program	T	Not Applicable
Proper Expenditure of Education Protection Account Funds	U	Yes
Unduplicated Local Control Funding Formula Pupil Counts	W	Yes
Local Control and Accountability Plan	X	Yes
Independent Study - Course Based	Y	Not Applicable
Immunizations	Z	Not Applicable

**Opinion on State Compliance**

In our opinion, Civicrops complied, in all material respects, with the compliance requirements referred to above that are applicable to the year ended June 30, 2016.

This report is intended solely for the information and use of the management, the members of the governing board, others within the entity, the State Controller's Office and the California Department of Education, and is not intended to be and should not be used by anyone other than these specified parties.

*Wilson Markle Stuckey Hardesty & Bott*

Wilson Markle Stuckey Hardesty & Bott, LLP  
October 24, 2016



**CIVICORPS**  
**Civicorps Corpsmember Academy**  
**Schedule of Findings and Questioned Costs**  
**June 30, 2016**

No matters were reported.

**CIVICORPS**  
**Civicorps Corpsmember Academy**  
**Status of Prior Audit Findings**  
**June 30, 2016**

There were no material findings and questioned costs in the prior year.



101 Myrtle Street  
Oakland, CA 94607

T (510) 992-7832  
F (510) 992-7850

[www.cvcorps.org](http://www.cvcorps.org)

**Student Name:** \_\_\_\_\_

### ***Civicorps Corpmember Academy Graduation Requirements***

- **The following is a list of all the requirements Corpmembers must complete in order to graduate.** Progress toward graduation is tracked on the final page.
- **Following successful completion of Learning Academy students will be enrolled in evening and Friday courses until all of the graduation requirements are met.**
- **Class Participation:** *Successful class participation will be specified in course outlines and includes attendance, participation in class, and completion of assignments and classroom activities. Students are required to exhibit “satisfactory progress” in class as determined by teacher and course outline.*
- **Progress Reports:** are completed at the end of each term and must be kept in student portfolio.

#### **I. ACADEMIC SKILLS**

*Students will demonstrate academic proficiency by passing all of the following required tests:*

**A. Northwest Evaluation Association (NWEA):** *Mathematics, Reading, and Language Usage (passing score is 235 for Math and 230 for Reading and Language)*

**B. Comprehensive Adult Student Assessment System (CASAS):** *6 tests - American Government, U.S. and World History, Biological and Physical Science, Economics (passing score is 230)*

**C. SEMINARS** – *Students will participate in Friday Seminar courses. Seminars are:*

- *5-7 weeks in length*
- *“Pass/No Pass” based on above definition of “class participation”*
- *Focus on a specific subject area, including but not limited to: Art, Civics, History, Science, and Health*
- *Corpmembers must pass 4 seminars AND have the majority of their total graduation requirements met before submitting written request to opt-out. In general, students must attend seminar until graduation.*

**D. Bridge to Success Courses** – *While a member of the Job Training Center (JTC) students will participate in college and career preparation courses. The Civicorps Bridge to Success courses are in English and math. They are:*

- *Two terms long in length*
- *“Pass/No Pass” based on above definition of “class participation”*
- *Designed to better prepare students for the rigors and expectations of work and college post-graduation.*

#### **II. EMPLOYABILITY**

**Students must demonstrate skills, abilities, and characteristics required to successfully transition from Civicorps into continuing education or a “living wage” career through completion of the following:**

- A.** *3 positive evaluations of performance by a Job Training Supervisor*
- B.** *Resume & cover letter*
- C.** *Interview Skills Workshop*
- D.** *Career Inventory Project:*
  - *A report detailing relevant career/education choices and a clear understanding of the education and/or employment path necessary to pursue those choices*
- E.** *Higher Education Assignment:*
  - *an exploration of higher education options and their enrollment processes*

### III. LIFE SKILLS

Students will demonstrate understanding of living healthfully, organizing and managing personal affairs, and positively contributing to family and communities. Students will also demonstrate critical thinking skills through oral and written assignments.

#### A. Basic Life Skills

- Personal Goal Plan
- "Multiple Intelligences" Personal Learning Style Assessment
- CPR & First Aid certifications

#### B. Academic Writing Supporting Life Skills

##### - **Research Paper and Oral Report**

- Written on a subject approved by the teacher as academic, thoughtful, and worthy of further exploration.

**Requirements:** Research papers must –

- Be a **minimum** of 10 typed, double-spaced pages
- Meet the academic standard of proficient or advanced on the Civcorps Research Writing Rubric
- Be presented orally with visual aid (i.e. poster, PowerPoint, handouts, etc.)

##### - **REQUIRED & CLASS Writing** - A minimum total of 20 written pages that include:

12 pages representing each of the following required writing types AND at least 5 pages relating to classroom lessons/projects described below:

<u>REQUIRED WRITING TYPES</u>	<u>CLASSROOM WRITING TOPICS</u>
* Biographical Narrative	* Essay, Narrative, Research related to class or based on student interest
* Business Letter	* Lab Report
* Expository	* Poetry
* Literary Response	
*Persuasive	

##### **Requirements:**

**REQUIRED WRITING** must:

- Be typed and double-spaced
- Meet the academic standard of proficient or advanced on Civcorps Writing Rubrics

**CLASS WRITING** must:

- Be typed and meet the requirements outlined by the teacher
- Not exceed more than 3 assignments completed within a particular writing type

### IV. COMMUNITY PARTICIPATION

Students must demonstrate awareness and understanding of connection between oneself and the community/environment and be prepared to work towards personal and/or social change through completion of the following:

#### A. 30 hours in service learning experience(s)

- Reflection worksheet must be completed and reviewed by teacher for each service project

#### B. Democratic Participation

- a write up explaining your democratic participation and/or civic engagement through involvement in political activities, approved community/civic events, or advocacy of issues of personal and social interest

### V. COMMUNICATION

Students will demonstrate ability to speak clearly, listen actively and attentively, and express thoughts and ideas orally, in writing, and through a variety of media through the completion of the following:

#### A. 3 demonstrations of public speaking ability (in addition to oral report) through oral presentation to class or community meeting

#### B. 3 multimedia and/or visual arts project

#### C. Conflict Resolution Workshop

Name: \_\_\_\_\_

## Civicorps Corpsmember Academy Graduation Requirements

I. ACADEMIC SKILLS					
<b>A</b>	NWEA				
	Language				
	Math				
	Reading				
<b>B</b>	CASAS				
	American Government				
	Biological Science				
	Economics				
	Physical Science				
	U.S. History				
	World History				
<b>C</b>	SEMINARS (Must pass 4 before requesting opt-out)	Teacher	Date	Reviewed by	
	1				
	2				
	3				
	4				
	5				
<b>D</b>	Bridge/Foundation to Success Courses	Teacher	Date	Reviewed by	
	English College and Career Prep (pass 1 & 2)				
	Math College and Career Prep (pass 1 & 2)				

II. EMPLOYABILITY				
<b>A</b>	3 Positive Job Training Evaluations	Score	Date	Reviewed by
	1			
	2			
	3			
<b>B</b>	Resume			
<b>C</b>	Cover Letter			
<b>D</b>	Interview Skills Workshop			
<b>E</b>	Career Inventory Project			
<b>F</b>	Higher Education Assignment			

III. LIFE SKILLS				
<b>A</b>	Basic Life Skills		Date	Reviewed by
	Personal Goal Plan			
	"Multiple Intelligences"			
	CPR Certification			
	First Aid Certification			
<b>B</b>	Academic Writing Supporting Life Skills			
	Research Paper Topic	Rubric Score	Date	Reviewed by
	Oral Report Topic	Rubric Score	Date	Reviewed by

	Topic	Writing Type	# of Pages	Rubric Score	Date	Reviewed by
REQUIRED WRITING		Biographical Narrative				
REQUIRED WRITING		Business Letter				
REQUIRED WRITING		Expository				
REQUIRED WRITING		Literary response				
REQUIRED WRITING		Persuasive				
Class Writing						
Class Writing						
Class Writing						
Class Writing						
Class WRITING						

IV. COMMUNITY PARTICIPATION				
A	30 hours unpaid service learning	Hours Served	Date	Reflection Reviewed by
1				
2				
3				
B	Democratic Participation			

V. COMMUNICATION				
		Date	Reviewed by	
A	Public Speaking (in addition to oral report of research paper)			
1				
2				
3				
B	3 Multimedia/Visual Arts Projects			
1				
2				
3				
C	Conflict Resolution			

**Submit final portfolio to certifying instructor at least two weeks prior to graduation.**

Final Portfolio review by: \_\_\_\_\_ on \_\_\_\_\_

**Civicorps Corpmember Academy  
Biographical Narrative Rubric**

Below Basic (1)

Basic (2)

Proficient (3)

Advanced (4)

	Below Basic (1)	Basic (2)	Proficient (3)	Advanced (4)
<b>Content</b>	<ul style="list-style-type: none"> <li>• Does not meet teacher and portfolio instructions</li> <li>• Demonstrates no understanding of the task</li> <li>• Does not reveal the character by writing about one or more event(s)</li> <li>• Does not use interior monologue</li> </ul>	<ul style="list-style-type: none"> <li>• Meets some but not all teacher and portfolio instructions</li> <li>• Demonstrates a limited understanding of the task</li> <li>• Incompletely reveals the person by writing about one or more event(s)</li> <li>• Provides a limited use of interior monologue to show your character's thoughts and feelings</li> </ul>	<ul style="list-style-type: none"> <li>• Meets teacher and portfolio instructions</li> <li>• Demonstrates an awareness of the task</li> <li>• Adequately reveals the person by writing about one or more event(s)</li> <li>• Uses interior monologue to show your character's thoughts and feelings</li> </ul>	<ul style="list-style-type: none"> <li>• Meets and extends teacher and portfolio instructions</li> <li>• Demonstrates an exceptional understanding of the task</li> <li>• Clearly reveals the person by writing about one or more event(s)</li> <li>• Clearly and effectively uses interior monologue to show your character's thoughts and feelings</li> </ul>
<b>Organization and Focus</b>	<ul style="list-style-type: none"> <li>• Thoughts are disorganized</li> <li>• Tells events in a random order</li> <li>• Provides no description of where the events take place (setting)</li> <li>• Provides no details giving sights, sounds, and smells</li> <li>• Lacks focus</li> </ul>	<ul style="list-style-type: none"> <li>• Thoughts are weakly organized</li> <li>• Inconsistently tells the events in order describing what happened first, second, third and so on</li> <li>• Provides limited description of where the events take place (setting)</li> <li>• Uses limited details giving sights, sounds, and smells</li> <li>• Shifts the focus</li> </ul>	<ul style="list-style-type: none"> <li>• Thoughts are organized</li> <li>• Adequately tells the event(s) in order describing what happened first, second, third and so on</li> <li>• Describes where the events take place (setting)</li> <li>• Uses details giving sights sounds, and smells</li> <li>• Establishes a focus</li> </ul>	<ul style="list-style-type: none"> <li>• Thoughts are well organized</li> <li>• Clearly tells the event(s) in order describing what happened first, second, third and so on</li> <li>• Clearly describes where the events take place (setting)</li> <li>• Uses specific and clear details giving sights, sounds, and smells</li> <li>• Maintains a clear focus</li> </ul>
<b>Style and Conventions</b>	<ul style="list-style-type: none"> <li>• Barely legible</li> <li>• Doesn't use adequately constructed sentences and paragraphs</li> <li>• Serious spelling errors</li> <li>• Displays frequent errors in grammar and usage which cause confusion</li> </ul>	<ul style="list-style-type: none"> <li>• Somewhat legible</li> <li>• Sometimes uses accurately constructed sentences and paragraphs</li> <li>• Frequent spelling errors</li> <li>• Distracting errors in grammar and usage which interfere with the flow of writing</li> </ul>	<ul style="list-style-type: none"> <li>• Legible</li> <li>• Generally uses accurately constructed sentences and paragraphs</li> <li>• Generally uses correct spelling</li> <li>• Some errors in grammar and usage which do not affect understanding</li> </ul>	<ul style="list-style-type: none"> <li>• Clearly legible</li> <li>• Consistent use or accurately constructed sentences and paragraphs</li> <li>• Consistently uses correct spelling</li> <li>• Shows command of grammar and usage</li> </ul>

**Civicorps Corpsmember Academy  
Business Letter Rubric**

	Below Basic (1)	Basic (2)	Proficient (3)	Advanced (4)
<b>Content</b>	<ul style="list-style-type: none"> <li>• Does not meet teacher and portfolio instructions</li> <li>• Does not provide a purpose for the letter</li> <li>• Provides few if any details and evidence</li> <li>• Does not use a business letter tone</li> <li>• Does not use the correct format</li> </ul>	<ul style="list-style-type: none"> <li>• Meets some but not all teacher and portfolio instructions</li> <li>• Provides a limited purpose in the opening paragraph</li> <li>• Supporting details and evidence for the purpose are incomplete</li> <li>• Uses a tone that is marginally appropriate for a business letter</li> <li>• Uses a business letter format with some incorrect parts</li> </ul>	<ul style="list-style-type: none"> <li>• Meets teacher and portfolio instructions</li> <li>• States the purpose in the opening paragraph (quickly gets to the point)</li> <li>• Supports the purpose with specific evidence and details</li> <li>• Uses an appropriate formal business tone</li> <li>• Uses the correct business letter block format</li> </ul>	<ul style="list-style-type: none"> <li>• Meets and extends teacher and portfolio instructions</li> <li>• Clearly and creatively states the purpose in the opening paragraph</li> <li>• Supports the purpose with clear and specific evidence and details</li> <li>• Uses a clear and effective business tone</li> <li>• Clearly uses the correct block format</li> </ul>
<b>Organization and Focus</b>	<ul style="list-style-type: none"> <li>• Thoughts are disorganized</li> <li>• Is incoherent</li> <li>• Has minimal introduction and/or conclusion</li> <li>• Lacks focus</li> </ul>	<ul style="list-style-type: none"> <li>• Thoughts are weakly organized</li> <li>• Has limited progression of ideas</li> <li>• Has a weak introduction and/or conclusion</li> <li>• Shifts the focus</li> </ul>	<ul style="list-style-type: none"> <li>• Thoughts are organized</li> <li>• Demonstrates a progression of ideas</li> <li>• Contains an adequate introduction and conclusion</li> <li>• Establishes a focus</li> <li>• Establishes coherence within and among paragraphs through effective transitions</li> </ul>	<ul style="list-style-type: none"> <li>• Thoughts are well organized</li> <li>• Demonstrates a clear and logical progression of ideas</li> <li>• Contains an effective introduction and conclusion</li> <li>• Maintains a clear focus</li> <li>• Establishes a clear coherence within and among paragraphs through effective transitions</li> </ul>
<b>Style and Conventions</b>	<ul style="list-style-type: none"> <li>• Barely legible</li> <li>• Doesn't use adequately constructed sentences and paragraphs</li> <li>• Serious spelling errors</li> <li>• Displays frequent errors in grammar and usage which cause confusion</li> </ul>	<ul style="list-style-type: none"> <li>• Somewhat legible</li> <li>• Sometimes uses accurately constructed sentences and paragraphs</li> <li>• Frequent spelling errors</li> <li>• Distracting errors in grammar and usage which interfere with the flow of writing</li> </ul>	<ul style="list-style-type: none"> <li>• Legible</li> <li>• Generally uses accurately constructed sentences and paragraphs</li> <li>• Generally uses correct spelling</li> <li>• Some errors in grammar and usage which do not affect understanding</li> </ul>	<ul style="list-style-type: none"> <li>• Clearly legible</li> <li>• Consistent use or accurately constructed sentences and paragraphs</li> <li>• Consistently uses correct spelling</li> <li>• Shows command of grammar and usage</li> </ul>



**Civicorps Corpmember Academy  
Expository Composition Rubric**

Below Basic (1)

Basic (2)

Proficient (3)

Advanced (4)

	Below Basic (1)	Basic (2)	Proficient (3)	Advanced (4)
<b>Content</b>	<ul style="list-style-type: none"> <li>• Does not meet teacher and portfolio instructions</li> <li>• Has no understanding of the task</li> <li>• Provides no thesis statement</li> <li>• Provides few if any details to support main ideas</li> <li>• Does not address the relative value of details</li> </ul>	<ul style="list-style-type: none"> <li>• Meets some but not all teacher and portfolio instructions</li> <li>• Provides a limited understanding of the task of an expository essay to provide information and personal ideas about the information</li> <li>• Uses a limited thesis statement</li> <li>• Provides limited details to support main ideas</li> <li>• Demonstrates a limited understanding of the relative value of details</li> </ul>	<ul style="list-style-type: none"> <li>• Meets teacher and portfolio instructions</li> <li>• Understands the task of an expository composition to provide information and personal ideas about the information</li> <li>• Begins with a thesis statement</li> <li>• Provides main ideas that back up the thesis</li> <li>• Provides details to support main ideas</li> <li>• Indicates the relative value of the details</li> </ul>	<ul style="list-style-type: none"> <li>• Meets and extends teacher and portfolio instructions</li> <li>• Clearly understands the task of an expository composition to provide information and personal ideas about the information</li> <li>• Begins with a strong thesis statement</li> <li>• Provides extensive ideas that back up the thesis</li> <li>• Clearly indicates the relative value of the details</li> </ul>
<b>Organization and Focus</b>	<ul style="list-style-type: none"> <li>• Thoughts are disorganized</li> <li>• Is incoherent</li> <li>• Has minimal introduction and/or conclusion</li> <li>• Lacks focus</li> </ul>	<ul style="list-style-type: none"> <li>• Thoughts are weakly organized</li> <li>• Has limited progression of ideas</li> <li>• Has a weak introduction and/or conclusion</li> <li>• Shifts the focus</li> </ul>	<ul style="list-style-type: none"> <li>• Thoughts are organized</li> <li>• Demonstrates a progression of ideas</li> <li>• Contains an adequate introduction and conclusion</li> <li>• Establishes a focus</li> <li>• Establishes coherence within and among paragraphs through effective transitions</li> </ul>	<ul style="list-style-type: none"> <li>• Thoughts are well organized</li> <li>• Demonstrates a clear and logical progression of ideas</li> <li>• Contains an effective introduction and conclusion</li> <li>• Maintains a clear focus</li> <li>• Establishes a clear coherence within and among paragraphs through effective transitions</li> </ul>
<b>Style and Conventions</b>	<ul style="list-style-type: none"> <li>• Barely legible</li> <li>• Doesn't use adequately constructed sentences and paragraphs</li> <li>• Serious spelling errors</li> <li>• Displays frequent errors in grammar and usage which cause confusion</li> </ul>	<ul style="list-style-type: none"> <li>• Somewhat legible</li> <li>• Sometimes uses accurately constructed sentences and paragraphs</li> <li>• Frequent spelling errors</li> <li>• Distracting errors in grammar and usage which interfere with the flow of writing</li> </ul>	<ul style="list-style-type: none"> <li>• Legible</li> <li>• Generally uses accurately constructed sentences and paragraphs</li> <li>• Generally uses correct spelling</li> <li>• Some errors in grammar and usage which do not affect understanding</li> </ul>	<ul style="list-style-type: none"> <li>• Clearly legible</li> <li>• Consistent use or accurately constructed sentences and paragraphs</li> <li>• Consistently uses correct spelling</li> <li>• Shows command of grammar and usage</li> </ul>

**Civcorps Corpsmember Academy  
Multimedia Project Rubric**

Below Basic (1)

Basic (2)

Proficient (3)

Advanced (4)

<p><b>Content</b></p>	<ul style="list-style-type: none"> <li>• Does not meet teacher and portfolio instructions</li> <li>• Lacks interest</li> <li>• Provides little or no information supporting the topic.</li> <li>• Does not provide a power point and/or other visual aides</li> <li>• No evidence of sources</li> <li>• Poor use of selected media with little editing and monitoring for quality</li> <li>• Demonstrates no understanding of the audience and task</li> </ul>	<ul style="list-style-type: none"> <li>• Meets some but not all teacher and portfolio instructions</li> <li>• Provides marginal interest</li> <li>• Provides limited information supporting the topic.</li> <li>• Use of power point an/or visual aides is weak</li> <li>• Uses limited sources</li> <li>• Does not use the selected media well providing weak editing and monitoring for quality</li> <li>• Demonstrates a limited understanding of the audience and task</li> </ul>	<ul style="list-style-type: none"> <li>• Meets teacher and portfolio instructions</li> <li>• Is interesting</li> <li>• Provides key information supporting the topic.</li> <li>• Uses power point and/or other visual aides</li> <li>• Uses a variety of sources</li> <li>• Uses the selected media well including proper editing and monitoring for quality</li> <li>• Demonstrates an understanding of the audience and task</li> </ul>	<ul style="list-style-type: none"> <li>• Meets and extends teacher and portfolio instructions</li> <li>• Is extremely interesting and motivating</li> <li>• Provides specific and clear information supporting the topic.</li> <li>• Uses clear power point and/or other visual aides</li> <li>• Uses a wide variety of sources</li> <li>• Uses high quality media including correct editing and monitoring for quality</li> <li>• Demonstrates a strong understanding of the audience and task</li> </ul>
<p><b>Organization and Focus</b></p>	<ul style="list-style-type: none"> <li>• Thoughts are disorganized</li> <li>• Ideas are incoherent</li> <li>• Lacks focus</li> <li>• Provides almost no match between the oral presentation and the project.</li> <li>• Does not meet formatting guidelines given by the instructor.</li> </ul>	<ul style="list-style-type: none"> <li>• Provides a limited use of thoughts and organization</li> <li>• Demonstrates a limited progression of ideas</li> <li>• Shifts the focus</li> <li>• Provides a limited match between the visuals and the main ideas in the project.</li> <li>• Meets some of the formatting guidelines given by the instructor.</li> </ul>	<ul style="list-style-type: none"> <li>• Uses adequate thoughts and organization</li> <li>• Demonstrates a progression of ideas</li> <li>• Establishes a focus</li> <li>• Matches visuals with the main ideas in the project.</li> <li>• Meets the formatting guidelines given by the instructor.</li> </ul>	<ul style="list-style-type: none"> <li>• Uses strong thoughts and organization</li> <li>• Demonstrates a clear progression of ideas</li> <li>• Maintains a clear focus</li> <li>• Clearly matches the visuals with the main ideas in the project.</li> <li>• Goes beyond the basic formatting guidelines given by the instructor.</li> </ul>
<p><b>Style and Conventions</b></p>	<ul style="list-style-type: none"> <li>• Vocabulary and sentence variety are very weak</li> <li>• Uses poorly constructed sentences</li> <li>• Displays frequent errors in grammar and word usage that cause confusion</li> </ul>	<ul style="list-style-type: none"> <li>• Shows limited style through vocabulary and sentence variety</li> <li>• Sometimes uses adequately constructed sentences</li> <li>• Distracting errors in grammar and word usage</li> </ul>	<ul style="list-style-type: none"> <li>• Shows adequate style through appropriate use of vocabulary and sentence variety</li> <li>• Uses adequately constructed sentences</li> <li>• Some errors in grammar and word usage that do not affect understanding</li> </ul>	<ul style="list-style-type: none"> <li>• Shows strong style through variety in vocabulary and sentence structure</li> <li>• Uses well constructed sentences</li> <li>• Shows command of grammar and word usage</li> </ul>

**Civicorps Corpmember Academy  
Oral Report of Research Paper Rubric**

Below Basic (1)

Basic (2)

Proficient (3)

Advanced (4)

	Below Basic (1)	Basic (2)	Proficient (3)	Advanced (4)
<b>Content</b>	<ul style="list-style-type: none"> <li>Does not meet teacher and portfolio instructions</li> <li>Lacks interest</li> <li>Provides little or no information supporting the research topic</li> <li>Does not provide a power point and/or other visual aides</li> <li>No evidence of sources</li> <li>Poor use of selected media with little editing and monitoring for quality</li> <li>Demonstrates no understanding of the audience and task</li> </ul>	<ul style="list-style-type: none"> <li>Meets some but not all teacher and portfolio instructions</li> <li>Provides marginal interest</li> <li>Provides limited information supporting the research topic</li> <li>Use of power point an/or visual aides is weak</li> <li>Uses limited sources</li> <li>Does not use the selected media well providing weak editing and monitoring for quality</li> <li>Demonstrates a limited understanding of the audience and task</li> </ul>	<ul style="list-style-type: none"> <li>Meets teacher and portfolio instructions</li> <li>Is interesting</li> <li>Provides key information supporting the research topic</li> <li>Uses power point and/or other visual aides</li> <li>Uses a variety of sources</li> <li>Uses the selected media well including proper editing and monitoring for quality</li> <li>Demonstrates an understanding of the audience and task</li> </ul>	<ul style="list-style-type: none"> <li>Meets and extends teacher and portfolio instructions</li> <li>Is extremely interesting and motivating</li> <li>Provides specific and clear information supporting the research topic</li> <li>Uses clear power point and/or other visual aides</li> <li>Uses a wide variety of sources</li> <li>Uses high quality media including correct editing and monitoring for quality</li> <li>Demonstrates a strong understanding of the audience and task</li> </ul>
<b>Organization and Focus</b>	<ul style="list-style-type: none"> <li>Thoughts are disorganized</li> <li>Ideas are incoherent</li> <li>Does not develop an introduction and/or conclusion</li> <li>Lacks focus</li> <li>Provides almost no match between the oral presentation and the written report</li> </ul>	<ul style="list-style-type: none"> <li>Provides a limited use of thoughts and organization</li> <li>Demonstrates a limited progression of ideas</li> <li>Has a weak introduction and conclusion</li> <li>Shifts the focus</li> <li>Provides a limited match between the visuals and the main ideas in the written report</li> </ul>	<ul style="list-style-type: none"> <li>Uses adequate thoughts and organization</li> <li>Demonstrates a progression of ideas</li> <li>Contains an adequate introduction and conclusion</li> <li>Establishes a focus</li> <li>Matches visuals with the main ideas in the written report</li> </ul>	<ul style="list-style-type: none"> <li>Uses strong thoughts and organization</li> <li>Demonstrates a clear progression of ideas</li> <li>Contains an effective introduction and conclusion</li> <li>Maintains a clear focus</li> <li>Clearly matches the visuals with the main ideas in the written report</li> </ul>
<b>Style and Conventions</b>	<p>Vocabulary and sentence variety are very weak Hard to understand due to poor voice quality Uses poorly constructed sentences Displays frequent errors in grammar and word usage that cause confusion</p>	<ul style="list-style-type: none"> <li>Shows limited style through vocabulary and sentence variety</li> <li>Speaks with weak voice quality</li> <li>Sometimes uses adequately constructed sentences</li> <li>Distracting errors I grammar and word usage</li> </ul>	<ul style="list-style-type: none"> <li>Shows adequate style through appropriate use of vocabulary and sentence variety</li> <li>Speaks with the appropriate voice quality</li> <li>Uses adequately constructed sentences</li> <li>Some errors in grammar and word usage that do not affect understanding</li> </ul>	<ul style="list-style-type: none"> <li>Shows strong style through variety in vocabulary and sentence structure</li> <li>Speaks with strong voice quality</li> <li>Uses well constructed sentences</li> <li>Shows command of grammar and word usage</li> </ul>

**Civicorps Corpmember Academy  
Persuasive Essay Rubric**

	Below Basic (1)	Basic (2)	Proficient (3)	Advanced (4)
<b>Content</b>	<ul style="list-style-type: none"> <li>• Does not meet teacher and portfolio instructions</li> <li>• Does not establish a purpose or thesis</li> <li>• Provides little or no argument with evidence and examples</li> <li>• Does not address the opposing point of view</li> <li>• Demonstrates no understanding of the task</li> </ul>	<ul style="list-style-type: none"> <li>• Meets some but not all teacher and portfolio instructions</li> <li>• Attempts a thesis and to take a position but is vague</li> <li>• Supports arguments with limited evidence, examples and reasoning</li> <li>• Incomplete arranging of details to anticipate and answer the opposing point of view</li> <li>• Demonstrates a limited understanding of the task to persuade</li> </ul>	<ul style="list-style-type: none"> <li>• Meets teacher and portfolio instructions</li> <li>• Includes a defined thesis that takes a position and makes a clear and knowledgeable judgment</li> <li>• Supports arguments with evidence, examples and reasoning</li> <li>• Arranges details to anticipate and answer the opposing point of view</li> <li>• Demonstrates an understanding of the task to persuade</li> </ul>	<ul style="list-style-type: none"> <li>• Meets and extends teacher and portfolio instructions</li> <li>• Includes an exceptionally defined thesis that takes a position and makes a clear and knowledgeable judgment</li> <li>• Clearly supports arguments with evidence, examples and reasoning</li> <li>• Clearly arranges details to anticipate and answer the opposing point of view</li> <li>• Demonstrates an exceptional understanding of the task to persuade</li> </ul>
<b>Organization and Focus</b>	<ul style="list-style-type: none"> <li>• Thoughts are disorganized</li> <li>• Is incoherent</li> <li>• Has minimal introduction and/or conclusion</li> <li>• Lacks focus</li> </ul>	<ul style="list-style-type: none"> <li>• Thoughts are weakly organized</li> <li>• Has limited progression of ideas</li> <li>• Has a weak introduction and/or conclusion</li> <li>• Shifts the focus</li> </ul>	<ul style="list-style-type: none"> <li>• Thoughts are organized</li> <li>• Demonstrates a progression of ideas</li> <li>• Contains an adequate introduction and conclusion</li> <li>• Establishes a focus</li> <li>• Establishes coherence within and among paragraphs through effective transitions</li> </ul>	<ul style="list-style-type: none"> <li>• Thoughts are well organized</li> <li>• Demonstrates a clear and logical progression of ideas</li> <li>• Contains an effective introduction and conclusion</li> <li>• Maintains a clear focus</li> <li>• Establishes a clear coherence within and among paragraphs through effective transitions</li> </ul>
<b>Style and Conventions</b>	<ul style="list-style-type: none"> <li>• Barely legible</li> <li>• Doesn't use adequately constructed sentences and paragraphs</li> <li>• Serious spelling errors</li> <li>• Displays frequent errors in grammar and usage which cause confusion</li> </ul>	<ul style="list-style-type: none"> <li>• Somewhat legible</li> <li>• Sometimes uses accurately constructed sentences and paragraphs</li> <li>• Frequent spelling errors</li> <li>• Distracting errors in grammar and usage which interfere with the flow of writing</li> </ul>	<ul style="list-style-type: none"> <li>• Legible</li> <li>• Generally uses accurately constructed sentences and paragraphs</li> <li>• Generally uses correct spelling</li> <li>• Some errors in grammar and usage which do not affect understanding</li> </ul>	<ul style="list-style-type: none"> <li>• Clearly legible</li> <li>• Consistent use or accurately constructed sentences and paragraphs</li> <li>• Consistently uses correct spelling</li> <li>• Shows command of grammar and usage</li> </ul>

**Civcorps Corpsmember Academy  
Research Paper Rubric**

	Below Basic (1)	Basic (2)	Proficient (3)	Advanced (4)
<b>Content</b>	<ul style="list-style-type: none"> <li>• Does not establish a focus of inquiry</li> <li>• Does not establish a purpose (thesis)</li> <li>• Does not cover all the key elements of the inquiry (background, impact, solutions, final analysis)</li> <li>• Limited or no sources cited Incoherent, undeveloped or plagiarized               <ul style="list-style-type: none"> <li>• Little or no relevant information (1 source)</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Attempts to establish a focus of inquiry but thesis is vague</li> <li>• Limited coverage of the key elements of the inquiry (background, impact, solutions, final analysis)</li> <li>• Limited use of sources</li> <li>• Paraphrasing is dominant with some plagiarism</li> <li>• Shows limited use of information (1-2 sources)</li> </ul>	<ul style="list-style-type: none"> <li>• Explores focus of inquiry</li> <li>• Presents a purpose (thesis)</li> <li>• Introduction includes a “hook”</li> <li>• Uses a variety of sources</li> <li>• Covers all of the key elements of the inquiry (background, impact, solutions, final analysis)</li> <li>• Uses original ideas and paraphrasing</li> <li>• Shows an adequate use of relevant information (3 sources)</li> </ul>	<ul style="list-style-type: none"> <li>• Presents a clear focus of inquiry</li> <li>• Presents a well articulated thesis</li> <li>• Introduction includes a “hook”</li> <li>• Uses a variety of primary and secondary sources</li> <li>• Goes beyond the key elements of the inquiry (background, impact, solutions, final analysis)</li> <li>• Uses creative and original ideas</li> <li>• Shows an exceptional use of relevant information (4 or more sources)</li> </ul>
<b>Organization and Focus</b>	<ul style="list-style-type: none"> <li>• Thoughts are disorganized</li> <li>• Is incoherent</li> <li>• Has minimal introduction and/or conclusion</li> <li>• Lacks focus</li> </ul>	<ul style="list-style-type: none"> <li>• Thoughts are weakly organized</li> <li>• Has limited progression of ideas</li> <li>• Has a weak introduction and/or conclusion</li> <li>• Shifts the focus</li> </ul>	<ul style="list-style-type: none"> <li>• Thoughts are organized</li> <li>• Demonstrates a progression of ideas</li> <li>• Uses transitions to guide the reader from one idea to the next</li> <li>• Contains an adequate introduction that lays out the main ideas to be discussed</li> <li>• Contains an adequate conclusion that restates thesis and summarizes main arguments presented in the body paragraphs</li> <li>• Establishes a focus</li> </ul>	<ul style="list-style-type: none"> <li>• Thoughts are well organized</li> <li>• Demonstrates a clear and logical progression of ideas</li> <li>• Uses transitions to guide the reader from one idea to the next</li> <li>• Contains an effective introduction that clearly lays out the main ideas to be discussed</li> <li>• Contains an effective conclusion that restates thesis in the conclusion and summarizes main arguments</li> <li>• Maintains a clear focus</li> </ul>
<b>Style and Conventions</b>	<ul style="list-style-type: none"> <li>• Doesn't use adequately constructed sentences and paragraphs</li> <li>• Serious spelling errors</li> <li>• Displays frequent errors in grammar and usage which cause confusion</li> <li>• No Works Cited page</li> </ul>	<ul style="list-style-type: none"> <li>• Sometimes uses accurately constructed sentences and paragraphs</li> <li>• Frequent spelling errors</li> <li>• Distracting errors in grammar and usage which interfere with the flow of writing</li> <li>• Partial Works Cited page</li> </ul>	<ul style="list-style-type: none"> <li>• Generally uses accurately constructed sentences and paragraphs</li> <li>• Generally uses correct spelling</li> <li>• Some errors in grammar and usage which do not affect understanding</li> <li>• Complete Works Cited page</li> </ul>	<ul style="list-style-type: none"> <li>• Consistent use or accurately constructed sentences and paragraphs</li> <li>• Consistently uses correct spelling</li> <li>• Shows command of grammar and usage</li> <li>• Complete and accurate Works Cited page</li> </ul>

**Civicorps Corpsmember Academy  
Response to Literature Rubric**

Below Basic (1)

Basic (2)

Proficient (3)

Advanced (4)

	Below Basic (1)	Basic (2)	Proficient (3)	Advanced (4)
<b>Content</b>	<ul style="list-style-type: none"> <li>• Does not meet teacher and portfolio instructions</li> <li>• Does not understand the author’s key ideas</li> <li>• Provides no support, quotes or references to the text</li> <li>• Has no awareness of stylistic devices</li> <li>• Does not address ambiguities</li> </ul>	<ul style="list-style-type: none"> <li>• Meets some but not all teacher and portfolio instruction</li> <li>• May write about only one of the author’s key ideas</li> <li>• Provides limited support of key ideas and viewpoints through quotes or references to the text</li> <li>• Has little awareness of stylistic devices</li> <li>• Makes little attempt to explain ambiguities</li> </ul>	<ul style="list-style-type: none"> <li>• Meets teacher and portfolio instructions</li> <li>• Demonstrates an understanding of the author’s key ideas</li> <li>• Supports key ideas and viewpoints through quotes and references to the text</li> <li>• Identifies stylistic devices (imagery, symbolism, figurative, language) and comments on their effect</li> <li>• Identifies and explains ambiguities (ideas that could be understand in more than one way)</li> </ul>	<ul style="list-style-type: none"> <li>• Meets and extends teacher and portfolio instructions</li> <li>• Clearly and creatively demonstrates an understanding of the author’s key ideas</li> <li>• Clearly supports key ideas and viewpoints through quotes and references to the text</li> <li>• Creatively identifies stylistic devices and clearly comments on their effectiveness</li> <li>• Clearly and creatively explains ambiguities</li> </ul>
<b>Organization and Focus</b>	<ul style="list-style-type: none"> <li>• Thoughts are disorganized</li> <li>• Is incoherent</li> <li>• Has minimal introduction and conclusion</li> <li>• Does not provide a thesis</li> <li>• Lacks focus</li> </ul>	<ul style="list-style-type: none"> <li>• Thoughts are weakly organized</li> <li>• Provides a weak thesis</li> <li>• Has limited progression of ideas</li> <li>• Has a weak introduction and/or conclusion</li> <li>• Shifts the focus</li> </ul>	<ul style="list-style-type: none"> <li>• Thoughts are organized</li> <li>• Establishes a thesis</li> <li>• Demonstrates a progression of ideas</li> <li>• Contains an adequate introduction and conclusion</li> <li>• Establishes a focus</li> <li>• Establishes coherence within and among paragraphs through effective transitions</li> </ul>	<ul style="list-style-type: none"> <li>• Thoughts are well organized</li> <li>• Establishes a clear and creative thesis</li> <li>• Demonstrates a clear and logical progression of ideas</li> <li>• Contains an effective introduction and conclusion</li> <li>• Maintains a clear focus</li> <li>• Establishes a clear coherence within and among paragraphs through effective transitions</li> </ul>
<b>Style and Conventions</b>	<ul style="list-style-type: none"> <li>• Barely legible</li> <li>• Doesn’t use adequately constructed sentences and paragraphs</li> <li>• Serious spelling errors</li> <li>• Displays frequent errors in grammar and usage which cause confusion</li> </ul>	<ul style="list-style-type: none"> <li>• Somewhat legible</li> <li>• Sometimes uses accurately constructed sentences and paragraphs</li> <li>• Frequent spelling errors</li> <li>• Distracting errors in grammar and usage which interfere with the flow of writing</li> </ul>	<ul style="list-style-type: none"> <li>• Legible</li> <li>• Generally uses accurately constructed sentences and paragraphs</li> <li>• Generally uses correct spelling</li> <li>• Some errors in grammar and usage which do not affect understanding</li> </ul>	<ul style="list-style-type: none"> <li>• Clearly legible</li> <li>• Consistent use or accurately constructed sentences and paragraphs</li> <li>• Consistently uses correct spelling</li> <li>• Shows command of grammar and usage</li> </ul>

## Civicorps Unit

Teacher: Avery Moore  
August 29 to October 7

Civicorps  
ELA

### Sexuality, Health, and Gender

#### Unit Summary

This unit begins with studying the concept of intersectionality. We will then read a variety of texts to build vocabulary and critical thinking skills around sexuality, health, gender, women's liberation, and men's role to combat rape culture. We will also study propaganda techniques and will analyze beauty standards in the media. Students will complete a literary response essay for a required writing sign-off. Students will also build literacy skills through reading circles and SSR.

in·ter·sec·tion·al·i·ty

noun: **intersectionality**; plural noun: **intersectionalities**

1. the interconnected nature of social categorizations such as race, class, and gender as they apply to a given individual or group, regarded as creating overlapping and interdependent systems of discrimination or disadvantage.

"through an awareness of intersectionality, we can better acknowledge and ground the differences among us"

#### Course Objective:

This course develops basic skills in reading, writing, and critical thinking, with an emphasis on paragraphing and writing short essays.

#### Course Outcome:

Upon completion of this course, students will be able to:

- write clear thesis statements
- write paragraphs with adequate support and MLA citations
- demonstrate knowledge of sentence boundaries
- write sentences that conform to the conventions of standard English.
- use context clues to determine meaning of unfamiliar vocabulary

#### Requirements for Passing this Class

Complete Literary Response essay

Positive Participation points (oral participation points, attendance, behavior) = 20%

Tests/Quizzes = 30%

Homework/Classwork = 50%

(Students must earn a final grade of at least 70% in order to pass English)  
Adhere to all school and class expectations.

## Materials

*5 Ways We Can Teach Men Not to Rape* Zerlina Maxwell  
*Dissecting Nicki Minaj's Anaconda: A Short Essay from the Feminist Perspective*  
Elween Loke  
*To Slide or to Slice? Finding a Positive Sexual Metaphor* Carly Dreyfus  
Very Young Girls video on sex trafficking  
<http://www.gems-girls.org/get-involved/very-young-girls>  
Jasmine Mans spoken word piece "Nicki Minaj"  
<https://www.youtube.com/watch?v=-Pyl7ln6dTM>  
LCD projector  
Document projector  
DVD player

## Late work policy:

For every day late, you will lose 10% of the total possible points.

Note: With an excused absence, you will be allowed one class day to complete a missed assignment without penalty. After that, the late policy will come into effect.

## Schedule

### 6 weeks

1<sup>st</sup> week = Editing Symbols, Capitalization, Intersectionality activities

2<sup>nd</sup> week = Prefixes/Suffixes, Fragments, Analysis, related reading, and debate of "Anaconda". Create paragraph with claim and support, SSR Reading Groups

3<sup>rd</sup> week = Run-ons, Complete sentences quiz, *5 Ways We Can Teach Men Not to Rape*, SSR Reading Circles

4<sup>th</sup> week = Context Clues, Thesis Statements, Supporting a claim with evidence, Begin Literary Response essays, SSR Reading Circles

5<sup>th</sup> week = MLA Citations, Continue and complete Literary Response essays, SSR Reading Circles

6<sup>th</sup> week = Final assessment covering term's grammar skills and content knowledge, Jeopardy, Revision of Literary Response essays.

*I have read and understand the syllabus*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## Common Core Standards:

- Cite strong and thorough textual evidence to support analysis of what the text says explicitly as well as inferences drawn from the text, including determining where the text leaves matters uncertain.
- Determine two or more central ideas of a text and analyze their development over the course of the text, including how they interact and build on one another to provide a complex analysis; provide an objective summary of the text.
- Analyze a complex set of ideas or sequence of events and explain how specific individuals, ideas, or events interact and develop over the course of the text.
- Determine the meaning of words and phrases as they are used in a text, including figurative, connotative, and technical meanings; analyze how an author uses and refines the meaning of a key term or terms over the course of a text (e.g., how Madison defines *faction* in *Federalist* No. 10).
- Analyze and evaluate the effectiveness of the structure an author uses in his or her exposition or argument, including whether the structure makes points clear, convincing, and engaging.
- Determine an author's point of view or purpose in a text in which the rhetoric is particularly effective, analyzing how style and content contribute to the power, persuasiveness, or beauty of the text.
- Integrate and evaluate multiple sources of information presented in different media or formats (e.g., visually, quantitatively) as well as in words in order to address a question or solve a problem.
- Write informative/explanatory texts to examine and convey complex ideas, concepts, and information clearly and accurately through the effective selection, organization, and analysis of content.
- Introduce a topic or thesis statement; organize complex ideas, concepts, and information so that each new element builds on that which precedes it to create a unified whole; include formatting (e.g., headings), graphics (e.g., figures, tables), and multimedia when useful to aiding comprehension.

## **Art and Mathematics**

Essential Question: How are math and art related? Can I use mathematics to create an artistic masterpiece?
--

### **Unit Summary:**

This unit will teach core math concepts to a broad group of students with varying levels of understanding in the field of mathematics. Subjects that will be highlighted include number sense, algebra and probability. As the semester continues, a focus on art will supplement and build off lessons from earlier in the year. Using real world examples we will grasp the idea that math is all around us and can be used to effectively gain a better understanding of our place in the community.

By varying lecture with in-class activities and videos students will build a foundation of concepts then witness these lessons in the world around them. Focusing on mathematical art projects, studying artists who used math, and creating a mathematical masterpiece will all contribute to the students understanding of math.

### **Learning Objectives:**

*Students will be able to:*

- Calculate basic principles in math;
- Generate ratios and Solve proportions;
- Interpret probabilities;
- Convert between fractions, decimals, and percents;

### **Pre-requisite Skills:**

Coming into this classroom students will need to have the ability to conceptualize the difference between positive and negative numbers and how they are used in calculations. Students should have a basic understanding of arithmetic.

For students who do not possess these skills it is expected that during this course students will be able to practice and develop basic arithmetic and become comfortable computing with both positive and negative numbers.

### **Portfolio Requirement**

Students will get the opportunity to sign off one multimedia requirement, and a class writing if time permits.

**Methods of Assessment (What is required to pass this class):**

- Active class participation and positive attitude - 20% percent of grade
- Completion of daily class work and warm-ups - 50% of grade
- Class Projects (1 or 2) and Quizzes (2 total) - 30% of grade

\*\*\*\*\*A minimum average of 70% is required to pass this class\*\*\*\*\*

\*\*\*\*\*A minimum average of 90% with consistent attendance and positive behavior is criteria for Honor's Society\*\*\*\*\*

**Materials:**

- Pencil or writing utensil
- Calculator
- Ruler
- Computer with Microsoft Excel and Word

**Proposed Scope and Sequence:**

	<b>Date</b>	<b>A Group</b>	<b>B Group</b>
1	7/11	Intro and Word Problems	Averages
2	7/13	Fractions/Decimals/Percent	Exponents/Square Roots
3	7/18	Decimal Arithmetic	Order of Operations
4	7/20	No Class – Service Learning	No Class – Conflict Resolution
5	7/25	Fraction Arithmetic	Reading Equations
6	7/27	Percent Arithmetic	One & Two Step Equations
7	8/1	Term Review	Term Review
8	8/3	Quiz	Quiz
9	8/8	Ratio/Rate/Unit Rate	Independent Probability
10	8/10	Proportions	Dependent Probability
11	8/15	Term Review	Term Review
12	8/17	Quiz	Quiz
13	8/22	Art Day	Art Day

(12 classes total)

Quizzes will be scheduled for 8/3 and 8/17

\*schedule subject to change

**Modifications:**

For students that really struggle and need more one-on-one support, I propose to scale their quizzes and offer as much office time as necessary. One-on-one support will be offered if and when available from Civicorps support staff.

## **CA Standards Addressed:**

### **Investigate chance processes and develop, use, and evaluate probability models.**

-CCSS.Math.Content.7.SP.C.5

Understand that the probability of a chance event is a number between 0 and 1 that expresses the likelihood of the event occurring. Larger numbers indicate greater likelihood. A probability near 0 indicates an unlikely event, a probability around  $\frac{1}{2}$  indicates an event that is neither unlikely nor likely, and a probability near 1 indicates a likely event. Solve real-life and mathematical problems using numerical and algebraic expressions and equations.

-CCSS.Math.Content.7.SP.C.6

Approximate the probability of a chance event by collecting data on the chance process that produces it and observing its long-run relative frequency, and predict the approximate relative frequency given the probability.

### **Understand ratio concepts and use ratio reasoning to solve problems.**

-CCSS.Math.Content.6.RP.A.2

Understand the concept of a unit rate  $\frac{a}{b}$  associated with a ratio  $a:b$  with  $b \neq 0$ , and use rate language in the context of a ratio relationship.

-CCSS.Math.Content.7.RP.A.3

Use proportional relationships to solve multistep ratio and percent problems.

### **Solve real-life and mathematical problems using numerical and algebraic expressions and equations.**

-CCSS.Math.Content.7.EE.B.4

Use variables to represent quantities in a real-world or mathematical problem, and construct simple equations and inequalities to solve problems by reasoning about the quantities.

### **Expressions and Equations Work with radicals and integer exponents.**

-CCSS.Math.Content.8.EE.A.4

Perform operations with numbers expressed in scientific notation, including problems where both decimal and scientific notation are used. Use scientific notation and choose units of appropriate size for measurements of very large or very small quantities (e.g., use millimeters per year for seafloor spreading).

## Term 2 Social Studies: Identity, Culture, and Community

“Because if I am not what I’ve been told I am, then it means that you’re not what you thought you were either! And that is the crisis.”

— James Baldwin, “A Talk to Teachers”

### Course Overview

This term we will investigate identity, culture, and community. We will use reading, writing, and academic discussion to examine how we shape our identity and how our identities inform our values, ideas, and actions.

### Guiding Questions

- How is one’s identity shaped by one’s ancestors, family, belief systems, and community?
- How does our perspective shape the way we view others?
- What does it mean to be a member of a community?

### Learning Outcomes

- I can effectively express the various aspects of my personal identities, including opinions and beliefs, in a critical and analytical manner;
- I can critically examine stereotypes and dominant cultural ideas; and
- I can look at myself and my peers through a variety of viewpoints, expanding our knowledge of what it means to live within a community.

### Activities

- *Cultural Capital Poster*: We will define cultural capital and how each of us use it to survive and thrive.
- *Close reading and analysis*: We will read, annotate, and respond to selections in our Culture, Identity, and Community Reader.
- *Written Reflections*: We will write. A lot. In class reflections allow you to connect our academic work to your own experiences. Reflections may be used as pre-writing for your essay or can be typed up and turned in for class writings.
- *Socratic Seminar*: A Socratic Seminar is a student-led discussion that is based on an essential question. Socrates, an Athenian philosopher born in 469 BC, is credited with formulating this method of discussion.
- *Expository Essay*: We will outline, draft, and revise a five paragraph expository essay in class.

## **Term 2 Social Studies: Identity, Culture, and Community**

### **Grading**

- 40% In-class: readings and reflections completed fully and with care.
- 40% Expository Essay: outline, first draft, and revision
- 20% Academic Dialogue: Socratic seminars; active listening, one mic.

### **Note on Attendance and Makeup Work**

It is very difficult to pass Social Studies with two or more absences. Your grade is directly based on in-class academic writing, reading, and discussion.

If you do miss a class, you are responsible for coming in before class on the following class day to get your makeup work. Makeup work just be completed within one week of your absence.

### **Cell Phone Use in the Classroom**

Under no circumstances should a student text or talk on his/her cell phone during class time. Cell phones should be silenced or turned off during regular class time.

## Term 2 Social Studies: Identity, Culture, and Community

### Lesson Sequence

	Tuesday	Thursday
Week 1 Aug 30, Sept 1	Introduction to Cultural Capital	Individual and Family Identity; Readings: Sandra Cisneros and Jamaica Kincaid
Week 2 September 6, 8	Claudia Rankine reading; Identity and expectations Socratic Seminar	Representation in the media — Indigenous North American artists and the ways that these artists are dealing with issues of representation in their work
Week 3 Sept 13, 15	Socratic Seminar: Indigenous North American artists and the ways that these artists are dealing with issues of representation in their work	Representation: in “Pass or Fail in Cambodia Town,” host Maria Hinojosa visits Long Beach, California, where she finds a Southeast Asian community struggling with what one interviewee describes as a “trauma-informed history.”
Week 4 Sept 20, 22	Cambodia Town Socratic Seminar; Begin expository essay	Begin expository essay: Why is it important for people to have the opportunity to define their own cultural identity as opposed to allowing themselves to be labeled by others as belonging to one group or another?
Week 5 Sept 27, 29	Mia Birdsong reading; Expository Essay	Expository Essay
Week 6 Oct 4, 6	Expository Essay	Celebration and promotion

# Term 2 Social Studies: Identity, Culture, and Community

## Social Studies and Common Core Standards

### Social Studies Strand—Culture

1. Human beings create, learn, share, and adapt to culture. The study of culture examines the socially transmitted beliefs, values, institutions, behaviors, traditions and way of life of a group of people; it also encompasses other cultural attributes and products, such as language, literature, music, arts and artifacts, and foods.
2. Cultures are dynamic and change over time. The study of culture prepares students to ask and answer questions such as: What is culture? How do various aspects of culture such as belief systems, religious faith, or political ideals, influence other parts of a culture such as its institutions or literature, music, and art?
3. Through experience, observation, and reflection, students will identify elements of culture as well as similarities and differences among cultural groups across time and place.

#### [CCSS.ELA-LITERACY.SL.11-12.1](#)

Initiate and participate effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grades 11-12 topics, texts, and issues, building on others' ideas and expressing their own clearly and persuasively.

#### [CCSS.ELA-LITERACY.SL.11-12.1.A](#)

Come to discussions prepared, having read and researched material under study; explicitly draw on that preparation by referring to evidence from texts and other research on the topic or issue to stimulate a thoughtful, well-reasoned exchange of ideas.

#### [CCSS.ELA-LITERACY.RH.9-10.5](#)

Analyze how a text uses structure to emphasize key points or advance an explanation or analysis.

#### [CCSS.ELA-LITERACY.RH.11-12.5](#)

Analyze in detail how a complex primary source is structured, including how key sentences, paragraphs, and larger portions of the text contribute to the whole.



## Science Syllabus

A group

“Anyone who has never made a mistake has never tried anything new”

---Albert Einstein

Topics: genetics and evolution

Meeting times: Mon, Wed

Per. 3

10:25-12:25

**Insert name**

**Insert email**

Ofc hrs: Monday by appointment 3-4 Tuesday 3-4

### Vocabulary

Genetics: The study of inherited traits

Evolution: the process by which different kinds of living organisms are thought to have developed and diversified from earlier forms during the history of the earth

### Unit Summary

During this term we will explore the study of genetics and formulate opinions about the nature v. nurture debate. We will define evolution and look into the origins of our race and ancestors

### Essential Question

#### Course outcomes

Upon completion of this course, students will be able to:

- Explain how our DNA works
- Differentiate between genotype and phenotype
- Complete a punnett square given two genotypes
- Express an opinion about nature v nurture and epigenetics
- Discuss the evolutionary significance of human traits and relate those to geographic movements

### Requirements:

Get a 70% or above.

Regularly attend class and be on time.

Actively participate in class and follow school rules.

## **Grading**

Daily work	50%
Assessments	30%
Participation	20%

## **Late work**

For every day late, you will lose a total of 10% of the total possible points.

Note: with an excused absence, you will be allowed one week to complete a missed assignment without penalty.

## **Academic Integrity:**

Civicorps has a zero tolerance policy for plagiarism. Any plagiarized work will receive an automatic F for the assignment. Your instructor will determine whether or not you can resubmit the assignment in accordance with our late work policy.

**Following the Merriam-Webster Dictionary and Plagiarism.org, Civicorps defines plagiarism as follows:**

- **to steal and pass off (the ideas or words of another) as one's own**
- **to use (another's production) without crediting the source**
- **to commit literary theft**
- **to present as new and original an idea or product derived from an existing source**

“In other words, plagiarism is an act of fraud. It involves both stealing someone else's work and lying about it afterward.”\* It is up to you to both understand and avoid plagiarism in your work.

Please see your instructor with any questions and/or visit [plagiarism.org](http://plagiarism.org).

\*“What Is Plagiarism?” *Plagiarism.org*. iParadigms, 2014. Web. 20 Nov. 2012.

**Cell phone policy:**

In accordance with Civicorps rules, you are not permitted to use your cell phone during class. If you decide to break this rule for any reason, the consequences may be the loss of participation points and/or a write up. If people need to reach you, please have them call the front desk.

**Participation:**

You earn 20 participation points each day in class. If you are absent, you will not receive participation points for the day. You may earn your points back by getting your makeup work from me and completing it. You will only receive 10 of your 20 points back if your absence is unexcused. Participation can affect your grade significantly. Be aware that participation is not simply doing your work but include following the rules of Civicorps and the classroom

**Assignments:**

Assignments to be turned in for a grade will be posted on the table of contents on the board. Corresponding assignments are available in the cubby by my desk. If you miss or lose an assignment, these are the places to look.

**Proposed scope and sequence (sequence may change)**

<b>Dates</b>	<b>Monday</b>	<b>Wednesday</b>
10/26-10/28	<b>NO SCHOOL</b>	Cells: structure and function Journal Mitosis and meiosis
10/31-11/4	DNA structure and function	Genetic vocab Heritability “Dog DNA” activity”
11/7-11/11	HeLa Cells	Punnett squares Genotype and phenotype
11/14-11/18	<b>Service Learning trip</b>	Sex linked traits and gender variability
11/21-11/25	Nature v. nurture Epigenetics	<b>NO SCHOOL</b>
11/28-12/2	<b>Quiz review</b> Evolution Natural selection	<b>Genetics Quiz</b> Mechanics of sex Evolutionary benefits Neuroscience What does birth control do?
12/5-12/9	The origin of the human race	Research project
12/12-12/15	Presentations	<b>Last day of term</b>

Printed name \_\_\_\_\_

Signature \_\_\_\_\_

# Career Pathways, Term 3

Monday/Wednesday 9:20-10:15

Teacher: Matt Noroña

[matt.norona@cvcorps.org](mailto:matt.norona@cvcorps.org) (510) 992-7831

Office hours: Monday 3-4, Tuesday 3-6, Thursday 4-6, Friday, 12:30-3

## Description of Course Objective:

A *career* is the active and intentional pursuit of a lifelong goal or ambition. At its best, a career is built upon a foundation of an individual's talents, interests, and working experiences. During the Career Pathways course, students will develop the skills necessary to obtain employment and begin pursuing a career. These skills include: completing an online job search, creating a resume and cover letter, and preparing for a job interview. Additionally, the students will be challenged to explore multiple employment and training options in hopes of broadening their search for a successful career.

## Course Outcomes:

Upon completion of this course:

- I can independently navigate the internet to complete a job search
- I can read and understand technical terms most often used in job descriptions and formal applications
- I can create a resume, cover letter, and list of references
- I can develop skills to improve readiness for job interviews

## Requirements and Grading Standards:

- You must have a **70% to pass** this class
  - 25% for on-time attendance, bringing a pen to class, and completing exit ticket
  - 20% for cover letter
  - 20% for mock interview
  - 15% for resume
  - 10% (x2) for attending lecture with guest speaker
- **Exit tickets are due by the end of class** and will be graded on a v-, v, v+ scale
  - *v-*: 1 point – does not meet expectations (i.e., barely legible, written in pencil, serious spelling or grammatical errors, incomplete sentences, disorganized and lacks focus)
  - *v*: 2 points – meets some but not all expectations (i.e., somewhat legible, written in pencil, generally uses correct spelling and grammar, generally uses complete sentences or thoughts, weakly organized)
  - *v+*: 3 points – meets or exceeds expectations (i.e., clearly legible, written in pen, consistently uses correct spelling and grammar, consistently uses complete sentences or thoughts, organized and clear focus)
- All assignments may be **resubmitted with corrections within one week** to earn deducted points
- **Late assignments must be submitted within one week of deadline and will be deducted 33% of grade**
- **Excused absence: Work can be submitted within one week and you will also earn points for on-time attendance and being prepared**
- **Unexcused absence: Work can be submitted within one week, but will be marked late and you will not earn points for on-time attendance or being prepared**
- Students will lose one point per day for using cellphone, falling asleep, or disrupting class

## Career Pathways Tentative Schedule

Date	Lecture	On Time	Prepared	Exit Ticket	Points Available	Total
Wednesday, October 26	Lesson 1: What's Your Motivation?					
Monday, October 31	Lesson 2: Envisioning Your Future					
Wednesday, November 2	Lesson 3: Types of Jobs <b>Guest Speaker</b>				10	
Monday, November 7	Lesson 4: Looking for Jobs in the Digital Age					
Wednesday, November 9	Lesson 5: Resume and List of References					
Monday, November 14	RESUMES DUE				15	
Wednesday, November 16	Lesson 6: Cover Letter					
Monday, November 21	Cover letter					
Wednesday, November 23	NO CLASS	☺	☺	☺	☺	☺
Monday, November 28	<b>Guest Speakers</b> COVER LETTER DUE				10 20	
Wednesday, November 30	Lesson 8: Introduction to Interviews					
Monday, December 5	MOCK INTERVIEWS					
Wednesday, December 7	MOCK INTERVIEWS					
Monday, December 12	MOCK INTERVIEWS				20	
Wednesday, December 14	Lesson 11: Wrap It Up				10	

**Academic Integrity:** Civicorps has a zero tolerance policy for plagiarism. Any plagiarized work will receive an automatic F for the assignment. Your instructor will determine whether or not you can resubmit the assignment in accordance with our late work policy.

**Instructor:** Alyssa Wong-Conway  
**Email:** alyssa.wongconway@cvcorps.org  
**Phone (Office):** (510) 992-7830  
**Phone (Cell):** (510) 207-8426  
**Class Time:** MW 8:15-9:10am  
**Office Hours:** MW 8am-4pm  
                  TTh 10am-6pm  
                  F 12:30-4

## **COLLEGE PATHWAYS**

***“The function of education is to teach one to think intensively and to think critically.  
Intelligence plus character - that is the goal of true education.”***

-Martin Luther King, Jr.

### **Course Description:**

The College Pathways course is designed to prepare students for academic and civic life beyond high school. We will examine and become familiar with the idea and reality of college. The more practical aspects of attending college will be explored, as well as the intangible benefits and experiences of going to college. Topics will include, but are not limited to:

- Educational theory
- Decolonization of education
- Types of colleges/postsecondary education
- Choosing the right campus for your needs
- Non-economic benefits of attending college
- “The college experience”
- Self-advocacy on campus
- Process of applying for college
- Process of applying for financial aid (including AmeriCorps)

### **Course Outcomes:**

By the end of the course and Higher Ed Project, students will be able to:

- Articulate their reasons for either attending or not attending college, and place this decision in a global/social perspective
- Identify the differences between various types of post-secondary education
- Be able to determine the level of education required for their desired profession
- Know how to apply to various types of post-secondary institutions

### **Course Materials:**

- Folder (provided)
- Syllabus (provided)
- In-class Readings (provided)
- Worksheets (provided)
- Blue or Black Pen (BYO, but also provided)
- An open mind (BYO)

### Grading Standards:

- You are expected to participate and contribute to class discussions and in-class assignments. *Attendance is imperative!*
- You **must have a 70%** to pass this class.
- Different categories are graded on a percentage scale listed below:
  - **In Class Daily Assignments.....60%**
  - **College Research.....10%**
  - **Class Participation.....30%**

### Requirements:

- **In-class Daily Assignments**—Small reflections that we will fill out and discuss. The assignments will either relate to readings we have done in class, are worksheets to fill out, or are surveys about your personal experiences and opinions regarding education. The actual text you write on the worksheet will be included in the in-class assignments, and the follow-up discussion will be counted as participation points.
  - There are seven in-class assignments that may rely on material covered in class
  - To make up these assignments, you may consult with a classmate or me, outside of class time
  - All assignments are out of 5 possible points
  - All assignments must receive 60% (3/5) in order to receive credit—if something is worth doing at all, it's worth doing correctly!
- **Higher Ed Project**—A separate project that is a required sign-off for your portfolio. It may *also* be counted for a multimedia and public speaking sign-off. Instructions will come later in the course, as well as some time to work on it. Most people do not finish until they are in evening classes, so don't worry about completing it in one term.
  - We only have one day to work on research in class, which is 10% of your grade!
  - If you miss a research day, the work MUST BE MADE UP outside of class, or you automatically forfeit that 10% of your grade
- **Participation**—Essentially, I want to make sure you show up to class interested and ready for the day. You do not necessarily have to share your answers, but sleeping, being tardy, or refusing to do any work in class will subtract from that day's participation grade.
  - Any absences will score an automatic 0 for participation and CANNOT BE MADE UP, so make sure you come to class for these easy points!
  - Each day has a total of 5 points, and can be lost incrementally
  - Discussing the worksheets counts as participation

### Late Work Policy:

- Each day an assignment is late, you will lose 10% off the maximum grade.
  - An EXCUSED absence will give you the opportunity to make up your work
  - Once again, participation CANNOT BE MADE UP

***“Education is not preparation for life; education is life itself.”***

-John Dewey

**Academic Integrity:**

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Following the Merriam-Webster Dictionary and Plagiarism.org, Civicorps defines plagiarism as follows:

- to steal and pass off (the ideas or words of another) as one's own
- to use (another's production) without crediting the source
- to commit literary theft
- to present as new and original an idea or product derived from an existing source
- 

"In other words, plagiarism is an act of fraud. It involves both stealing someone else's work and lying about it afterward." \*

- This includes ideas, pictures, videos, etc.—anything that was created by someone else and influenced your work
- "Without full acknowledgement" means that an improper or incomplete citation will be pointed out by me, and MUST BE FIXED before a final draft is turned in
- Always ask if you need clarification...Better safe than sorry!

It is up to you to both understand and avoid plagiarism in your work. Please see your instructor with any questions and/or visit [plagiarism.org](http://plagiarism.org).

\*"What Is Plagiarism?" Plagiarism.org. iParadigms, 2014. Web. 20 Nov. 2012.

I, \_\_\_\_\_ have read and agree to all stipulations laid forth in this document. I understand my responsibilities as a student in this class and the requirements needed in order to pass this course.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

*"Education is the most powerful weapon which you can use to change the world."*

-Nelson Mandela



## Syllabus

TOPIC	DATE
<u>DAY 1:</u> Introduction  (participation, in-class assignment)	Wednesday, January 18
<u>DAY 2:</u> Why College?  (participation, in-class assignment)	Monday, January 23
<u>DAY 3:</u> DuBois vs. Washington  (participation, in-class assignment)	Wednesday, January 25
<u>DAY 4:</u> College Terminology  (participation, in-class assignment)	Monday, January 30
<u>DAY 5:</u> Choosing A Major/Career Path  (participation, in-class assignment)	Wednesday, February 1
<u>DAY 6:</u> Choosing a School  (participation, in-class assignment)	Monday, February 6
<u>DAY 7:</u> Financial Aid  (participation, in-class assignment)	Monday, February 13
<u>DAY 8:</u> Higher Ed Introduction  (research)	Wednesday, February 22

***“The goal of education is the advancement of knowledge and the dissemination of truth.”***

-John F. Kennedy

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# **Civicorps Corpsmember Handbook**

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**Updated April 2016**

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# Corpsmember Policy Handbook

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**Welcome!** As a Corpsmember at Civicorps, you are an important member of a team effort. We hope that you will find your time with Civicorps rewarding, challenging, and productive.

Civicorps was founded in 1983 to provide job training, work experience and education to young adults, ages 18 to 26, in the East Bay. Since then, thousands of young adults have gone through Civicorps Corpsmember program and many have moved on to exciting jobs because they worked hard and took advantage of our programs.

The Civicorps Corpsmember Academy is a public high school that encompasses education and work training. The work at Civicorps is not to be considered an on-going job. The program is designed to assist you in obtaining your high school diploma and gaining the skills that you will need to continue your education journey in college or trade school and/or to obtain full-time, permanent work outside of Civicorps.

The Corpsmember Academy is designed as a one year program after which you can ask for an extension. Extension may be granted after review of request for an extension.

This handbook describes our programs, Civicorps policies and what is expected of corpsmembers. It supersedes all previously issued handbooks and any policy or benefit statements or memoranda that are inconsistent with the policies described here. Your supervisor will be happy to answer any questions you may have.

## ***Mission***

Civicorps' mission is to re-engage young adults, so they can earn a high school diploma, gain job skills, pursue college, and embark on family sustaining careers.

Civicorps is a 501(c)(3) nonprofit organization located in Oakland, California and was formerly known as the East Bay Conservation Corps. We run a public charter high school that enrolls youth ages 18-24. Students in the Civicorps Academy participate in paid job training on environmental and community beautification projects. Our recycling program provides additional job training opportunities.

### ***At-will Employment Status***

Civicorps Corpsmembers are employed on an at-will basis. Employment at-will may be terminated with or without cause and with or without notice at any time by the corpsmember or Civicorps. Nothing in this handbook shall limit the right to terminate at-will employment. No manager, supervisor, or corpsmember of Civicorps has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the Executive Director (ED) of Civicorps has the authority to make any such agreement, which is binding only if it is in writing.

### ***Integration Clause and Right to Revise***

This Corpsmember Handbook contains the employment policies and practices of Civicorps in effect at the time of publication. All previously issued handbooks and any inconsistent policy statements or memoranda are superseded.

Civicorps reserves the right to revise, modify, delete or add to any and all policies, procedures, work rules or benefits stated in this handbook or in any other document, except for the policy of at-will employment. Changes may be made with or without advance notice to corpsmember and become effective immediately unless otherwise stated. No oral statements or representations can in any way alter the provisions of this handbook.

This handbook sets forth the entire agreement between you and Civicorps as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this corpsmember handbook or in any other personnel document creates or is intended to create a promise or representation of continued employment for any corpsmember.

### ***Equal Employment Opportunity and Americans with Disabilities Act***

Civicorps Schools is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the best available person in every job. Civicorps Schools' policy prohibits unlawful discrimination based on race, color, creed, gender, religion, marital status, age, national origin or ancestry, physical or mental disability, and medical condition including genetic characteristics, sexual orientation, or any other consideration made unlawful by federal, state or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

Civicorps Schools is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operations of Civicorps Schools and prohibits unlawful discrimination by any employee of Civicorps Schools, including supervisors and co-workers.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, Civicorps Schools will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact Human Resources and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. Civicorps Schools will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform his or her job. Civicorps Schools will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, Civicorps Schools will make the accommodation.

If you believe you have been subjected to any form of unlawful discrimination, submit a written complaint to Human Resources or the Executive Director. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses. Civicorps Schools will immediately undertake a thorough and objective investigation and attempt to resolve the situation. If Civicorps Schools determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense, up to, and including, termination. Appropriate action also will be taken to deter any future discrimination. Civicorps Schools will not retaliate against you for filing a complaint and will not knowingly permit retaliation by management, employees or your co-workers.

### ***Unlawful Harassment and Civil Rights Policy***

**Civicorps Schools maintains a zero tolerance policy that prohibits harassment in any form against any person involved in Civicorps Schools. This prohibition includes sexual harassment and cyber-bullying.**

Civicorps Schools maintains a strict policy of prohibiting sexual harassment and harassment because of gender, race, color, age, national origin, ancestry, religious creed, marital status, sexual orientation, gender identity, political belief or activity, veteran status, pregnancy or medical condition, physical or mental disability, or any other characteristic protected under federal and state laws and regulations. Our non-harassment policy applies to all persons involved in Civicorps, including all agents, company vendors, suppliers and customers. Harassment in any form, including verbal, physical and visual conduct, threats, demands and retaliation, is prohibited. It is a violation of this policy for staff to harass Corpsmembers, males to harass females or other males, and for females to harass males or other females.

#### **Harassment defined:**

Harassment includes, but is not limited to, the following forms of offensive behavior:

- Act or threat of physical aggression,
- Act or threat of intimidation,
- Verbal conduct such as making or using derogatory comments, offensive jokes, slurs, and inappropriate comments about a Corpsmember's body or attire;
- Verbal sexual advances or propositions; verbal abuse of sexual nature; graphic verbal commentary about an individual's body; sexually degrading words to describe an individual; suggestive or obscene letters, notes or invitations; visual conduct such as leering or making gestures;
- Displaying sexually suggestive objects or pictures, derogatory posters, photography, cartoons, drawings or gestures; web-surfing sexually explicit sites;
- Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work;
- Threats and demands to submit to sexual requests in order to retain employment or avoid some other loss; offers of job benefits in return for sexual favors;
- Flirtation and sexual innuendoes which could be perceived as sexual harassment even when well intended;
- Retaliation for having reported or threatened to report harassment; making or threatening reprisals after receiving a negative response to sexual advances.
- Using peer pressure to discourage harassment victims from complaining

#### **Cyber-Bullying defined:**

"Cyber-Bullying" is the use of electronic information and communication devices, to include but not be limited to, email messages, instant messaging, text messaging, cell phone communications, internet blogs, internet chat rooms, internet postings, and defamatory websites. Examples of this behavior include but are not limited to:

- Sending false, cruel, vicious messages
- Posting student pictures without their permission



- Creating posts that have stories, cartoons, pictures, and/or jokes ridiculing others
- Bullying and harassment of this nature creates a hostile, disruptive environment at Civicorps and is a violation of a Corpsmember's right to be safe and secure.

If you are the victim of, or a witness to, harassment or in violation of your civil rights in the workplace you are required by Civicorps to follow the Uniform Complaint Procedure below, and may: **If appropriate, confront the harasser and ask him/her to stop.** The harasser may not realize that his/her conduct is offensive. **If it is appropriate and sensible for you to do so,** you may tell the harasser the behavior is unwelcome and ask him/her to stop.

### **Complaint Procedure**

Civicorps Schools shall follow uniform complaint procedures when addressing complaints alleging unlawful discrimination based on age, sex, gender, sexual orientation, gender identity, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability in any program or activity that receives or benefits from state financial assistance. Uniform complaint procedures shall also be used when addressing complaints alleging failure to comply with state and/or federal laws in adult education, consolidated categorical aid programs, migrant education, vocational education, child care and development programs, child nutrition programs, special education programs, and federal school safety planning requirements. In addition, the uniform complaint procedure may be initiated by a student against another student, an instructor, an administrator, or any member of the staff.

The uniform complaint procedure does **not** apply when a corpsmember disagrees with a disciplinary action. Disagreements about disciplinary action must be handled through the appeal process, please refer to Appeal Process on page 13 of this handbook.

Civicorps Schools acknowledges and respects every individual's right to privacy. Discrimination complaints shall be investigated in a manner that protects the confidentiality of the parties and the facts. This includes keeping the identity of the complainant confidential except to the extent necessary to carry out the investigation or proceedings, as determined by the ED or ED's designee on a case-by-case basis.

The ED or ED's designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Such employees may have access to legal counsel as determined by the ED or ED's designee.

Civicorps Schools prohibits retaliation in any form for participating in complaint procedures, including but not limited to the filing of a complaint or the reporting of instances of discrimination. Such participation shall not in any way affect the status, grades or work assignments of the complainant.

Civicorps Schools recognizes that a neutral mediator can often suggest a compromise that is agreeable to all parties in a dispute. In accordance with uniform complaint procedures, whenever all parties to a complaint agree to try to resolve their problem through mediation, the ED or ED's designee shall initiate mediation. The ED or ED's designee shall ensure that mediation results are consistent with state and federal laws and regulations.

Civicorps Schools designates the ED as the compliance officer. The compliance officer shall receive and investigate complaints and ensure compliance with the law. The designee appointed by the ED may conduct the investigation.

### **Procedures**

The following procedures shall be used to address all complaints that allege that Civicorps Schools has violated federal or state laws or regulations governing educational programs. Compliance officers shall maintain a record of each complaint as required for compliance with the California Code of Regulations.

- **Complaint:** a complaint shall be presented in writing by way of a Civicorps Schools Community Complaint Form to the Executive Director, and the complaint must be initiated no later than six (6) months from the date when the alleged discrimination occurred or when the complainant first obtained knowledge of the facts of the alleged discrimination, unless the ED or ED's designee grants an extension of time under 5 CCR 4630(b). A copy of this complaint form is attached to the end of this handbook.
- **Mediation:** Within five (5) days of receiving the complaint, the compliance officer or designee shall informally discuss with the complainant the possibility of using non-binding mediation, and if the information mediation does not resolve the problem within the parameters of the law, the compliance officer or designee shall proceed with this or her investigation of the complaint.

### **Investigation of Complaint**

The compliance officer or designee shall hold an investigative meeting within ten (10) days of receiving the complaint or an unsuccessful attempt to informally mediate the complaint. The investigative meeting shall provide an opportunity for the complainant or his/her representative to repeat the complaint orally. The complainant and/or his/her representative shall have an opportunity to present information relevant to the complaint. Parties to the complaint may discuss the complaint and question each other or each other's witnesses.

### **Response/Resolution**

An investigation shall be completed, resolved and decision rendered within sixty (60) days after receiving a request for direct investigation or an appeal request, unless the complainant agrees in writing to an extension of time. The complaint officer or designee shall prepare and send to the complainant a written report of the investigation and decision. The written report shall contain: Findings and disposition of the complaint; corrective actions (if any); rationale for such disposition; and procedures for initiating an appeal within fifteen (15) days of receiving the written report to the California Department of Education.

### **Alternative Dispute Resolution**

All Civicorps Schools employees and corpmembers agree that if a resolution is not possible within this process further action will be done under the Alternative Dispute Resolution. Civicorps Schools has implemented a policy requiring binding arbitration, which is described in the [Mutual Agreement to Arbitrate Claims](#). This policy establishes procedures to quickly and inexpensively resolve disputes regarding employment or termination of employment. Binding arbitration ("arbitration") provides the opportunity for employees and Civicorps Schools to have employment disputes heard and resolved in a private and informal setting by an impartial person with experience in the employment field. For more information about the arbitration procedures, please contact Human Resources to request a copy of the [Mutual Agreement to Arbitrate Claims](#).

### **Liability for Harassment**

Harassers may be personally liable for their actions. If you, as an employee, are found to have engaged in any form of harassment of if you, as a supervisor, know about such conduct and condone or ratify it, you may be personally liable for monetary damages. Civicorps Schools will not pay damages assessed against you personally in such instances.

**In addition, Civicorps Schools will take appropriate measures – up to and including termination – against any employee or contractor who engages in any form of harassment, including sexual harassment, or who condones or knowingly permits harassment to take place.**

## ***Whistleblower Policy***

### **General**

Civicorps Schools' Corpmember Handbook and Governance Code require directors, officers, and employees to observe high standards of business and personal ethics in the conduct of their duties and

responsibilities. Employees, Corpsmembers and representatives of Civicorps must practice honesty and integrity in fulfilling responsibilities and comply with all applicable laws and regulations. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within the organization prior to seeking resolution outside the organization.

### **Reporting Responsibility**

It is the responsibility of all Corpsmembers to comply with the Corpsmember Handbook and the Governance Code and to report violations or suspected violations in accordance with this policy.

### **No Retaliation**

Civicorps will not permit any negative or adverse actions to be taken against any employee, Corpsmember or individual for making a good-faith report of a possible fraudulent or dishonest conduct, or violation of Civicorps' policies, even if the report is mistaken, or against any employee, Corpsmember or individual who assists in the investigation of a reported violation. Retaliation in any form will not be tolerated. Any act of alleged retaliation (including but not limited to, threats of physical harm, loss of job, punitive work assignments, or impact on salary or fees) should be reported immediately and will be promptly investigated, and appropriate corrective measures taken if allegations of retaliation are substantiated. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment.

This protection from retaliation is not intended to prohibit supervisors from taking action, including disciplinary action, in the usual scope of their duties and based on valid performance-related factors.

### **Reporting Violations**

Civicorps' has an open-door policy and encourages employees to share their questions, concerns, suggestions, or complaints with someone who can address them properly. In most cases, an employee's supervisor is in the best position to address an area of concern. However, if you are not comfortable speaking with your supervisor or you are not satisfied with your supervisor's response, you are encouraged to speak with someone in Human Resources or anyone in management who you are comfortable approaching. Supervisors and managers are required to report suspected violations to Civicorps' Chief Financial Officer, who has specific responsibility to investigate all reported violations. The Chief Financial Officer has direct access to the Audit Committee of the Board and is required to report to the Audit Committee at least annually on compliance activity. For suspected fraud, or when you are not satisfied or uncomfortable with following Civicorps' open-door policy, individuals should contact the Chair of the Civicorps Audit Committee directly.

### **Accounting and Auditing Matters**

The Audit Committee of the Board will address all reported concerns or complaints regarding corporate accounting practices, internal controls, or auditing. The Chief Financial Officer will immediately notify the Audit Committee of any such complaint and work with the Committee until the matter is resolved.

### **Acting in Good Faith**

Anyone filing a complaint concerning a violation or suspected violation of Civicorps' policies must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of the policies. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

### **Confidentiality**

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential except to the extent necessary to conduct an adequate investigation or permit review of Civicorps' operations by the Board, Audit Committee, independent public accountants and legal counsel.

### **Handling of Reported Violations**

The officer receiving the complaint (either the Chief Financial Officer or the Chair of the Audit Committee) will notify the sender and acknowledge receipt of the reported violation or suspected violation within five

business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

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## Employment and Education Policies and Practices

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### ***Education Policy***

All corpsmembers who have not received a high school diploma participate in the Civicorps Academy public high school. You are expected to attend on-site education classes that encompass education and employment training through a competency-based diploma program.

Those corpsmembers who have their high school diploma will be required to attend college courses while active in the program.

### ***Access to Educational Services***

Civicorps Academy holds high expectations for all of its students and is committed to supporting students who are not achieving expected outcomes. Academically low-achieving students will be identified through diagnostic measures, teacher recommendation, progress reports, test scores, and/or other assessment measures. Should students appear to require additional assistance, Civicorps Academy will recommend individualized instruction and small group work.

Students with Individualized Education Plans (IEP's) or 504 Plans will be identified and provided with the accommodations and modifications as documented and Civicorps will ensure appropriate individualized goals are set for qualifying students.

### ***Education Schedule***

Classes are scheduled Monday through Thursday from 8:00 a.m. to 3:00 p.m. and 4:10 p.m. to 6:00 p.m. Learning Academy corpsmembers are required to attend class each day from 8:00 a.m. to 3:00 p.m. All corpsmembers in the Job Training Program are required to attend class **two** nights per week. Corpsmembers will attend two classes per night each lasting one hour in length. In addition, corpsmembers are required to attend all Friday educational sessions.

### ***Progress Reports***

Corpsmembers will receive feedback on their educational progress at regular intervals while in the Academy. Official portfolio check-ins and progress reports will be conducted and distributed at the end of each quarter (roughly October, December, March and June)

### ***Educational Retention and Promotion Policy***

All corpsmembers without a high school diploma or GED are reported as 12<sup>th</sup> grade students and are therefore not subject to retention and/or promotion into other grade levels. Corpsmembers are promoted to High School Graduate upon completion of the Portfolio Graduation Requirements.

Students will be given individualized portfolio check-ins which document educational strengths and

weaknesses and sets individualized benchmarks for student growth and achievement. Student progress will be monitored quarterly to assure continuous growth and to adapt educational strategies when necessary. Retention in the program and/or promotion through the program will be determined through careful examination of each student's overall achievement on assessment measures, CAHSEE examinations, student progress reports and teacher recommendations. For students with special needs and English Language Learners, mastery and promotion will be dependent on their respective IEP and/or English proficiency levels.

## ***Positions within the Academy***

### **Corpsmember**

Everyone begins the program in the Learning Academy before beginning their work in the Job Training Program on a crew on outdoor projects that help improve the community, such as preventing floods, fires and mudslides, building trails, and improving park areas.

### **Crew Leader**

Civicorps provides Crew Leader training to train corpsmembers in leadership, advanced tool training, project management, safety, and first aid. Crew leaders are assigned to field crews to help supervisors manage the crews and complete the work projects. Corpsmembers who successfully complete Crew Leader training may apply for open Crew Leader positions. Corpsmembers who are promoted to crew leader positions must attend and pass all related training sessions.

### **Recycling Intern**

The Recycling Intern works at the Civicorps recycling center. The job may include driving to different sites in the East Bay to pick up recyclable materials and sorting recyclable materials. Corpsmembers who have demonstrated strong leadership skills and responsibility as well as good attendance at work and school may apply for open Recycling Intern positions.

### **External Intern**

External Interns work with public agencies and private companies. Sponsors are located throughout the East Bay and may include office or recycling plant positions. Work includes answering telephones, using a forklift, helping the public, sorting recyclables, completing general office duties, and marketing recycled products. Corpsmembers who have demonstrated strong leadership skills and responsibility as well as good attendance at work and school may apply for open External Intern positions.

### **Operations Intern**

Operations Interns work with the Civicorps Operations department staff. They help to maintain, monitor and repair vehicles, tools and supplies. Corpsmembers who have demonstrated strong leadership skills and responsibility as well as good attendance at work and school may apply for open Operations Intern positions.

### **In-house Intern**

In-house Interns work with the Civicorps staff to help file information, monitor attendance, support the food program and work at the front desk. Corpsmembers who have demonstrated strong leadership skills and responsibility as well as good attendance at work and school may apply for open In-house Intern positions.

### **Conservation Intern**

Conservation Interns work in the Job Training Program on projects sponsored by local agencies such as EBMUD, Caltrans, and East Bay Regional Parks. These positions may be temporary and require Corpsmembers to have a high school diploma or GED as well as excellent attendance and strong leadership skills.

### ***Job Duties***

Your supervisor will explain your job responsibilities and the performance standards expected of you. Be aware that your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects or to assist with other work necessary or important to the operation of your department or Civicorps. Your cooperation and assistance in performing such additional work is expected.

Civicorps reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions or assign additional job responsibilities.

### ***Work Schedules***

Civicorps is normally open for business between the hours of 7:30 a.m. and 6:00 p.m. Monday through Thursday and 8:00 a.m. through 4:00 p.m. on Friday. In certain circumstances, your supervisor will assign your individual work schedule. All corpsmembers are expected to be at lineout, at their worksite or their intern location at the start of their scheduled shifts in uniform (see Dress Code and Other Personal Standards, page 15), ready to work.

The workweek begins at 12:01 a.m. Monday and ends at midnight on Sunday.

### ***Meal and Rest Periods***

Corpsmembers are provided with an unpaid 30-minute meal period, to be taken approximately in the middle of the workday. They also are given a 10-minute rest period for every four hours of work or major portion thereof. Your supervisor will schedule your meal and rest periods.

You are expected to observe your assigned working hours and the time allowed for meal and rest periods. Do not leave the premises during your rest period and do not take more than 10 minutes for each rest period. Due to the nature of the work that we do, you will not have the opportunity to leave the premises during your meal period. Store visits are not allowed when working on a crew.

### ***Timekeeping Requirements***

All corpsmembers are required to use a crew roster to record time worked for payroll purposes. A supervisor must initial any handwritten marks or changes on the crew roster. Completing another corpsmember's crew roster, allowing another corpsmember to complete your crew roster, or altering a crew roster is not permissible and is subject to disciplinary action.

Any errors on your crew roster should be reported immediately to your supervisor.

### ***Payment of Wages***

Paychecks are normally available by 4:00 p.m. and must be picked up from your supervisor. If you observe an error on your check, please report it immediately to your supervisor.

Paydays are scheduled bi-weekly; every other Friday. If a regular payday falls on a holiday, corpsmembers will generally be paid on the previous business day or, if not, on the next business day.

Civicorps offers direct payroll deposit for all corpsmembers. You may begin and stop direct payroll deposit at any time.

To begin direct payroll deposit, you must complete the Direct Deposit form (available from payroll) and return it to payroll no later than the final day of the pay period in which the service is to begin. Direct Deposit generally takes one pay period to activate.

To stop automatic payroll deposit, complete the Direct Deposit form (available from payroll) and return it to payroll no later than the final day of the pay period (15th or the last day of the month) in which the service is to end. You will receive a regular payroll check on the first pay period after the receipt of the form, provided it is received on time.

### ***Overtime for Corpsmembers***

Corpsmembers may be required to work overtime. Only actual hours worked in a given workday or workweek can apply in calculating overtime. Civicorps will attempt to distribute overtime evenly and accommodate individual schedules. A supervisor must authorize all overtime work in advance. Civicorps provides compensation for all overtime hours worked by corpsmembers in accordance with state and federal law as follows:

- All hours worked in excess of eight hours in one workday or 40 hours in one workweek will be treated as overtime. A workday begins at 12:01 a.m. and ends at midnight 24 hours later. Workweeks begin each Monday at 12:01 a.m.
- Compensation for hours in excess of 40 for the workweek, or in excess of eight and not more than 12 for the workday, and for the first eight hours on the seventh consecutive day of work in one workweek, shall be paid at a rate one-and-one-half times the corpsmember's regular rate of pay.
- Compensation for hours in excess of 12 in one workday and in excess of eight on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay.

### ***Corpsmember Records***

You have a right to inspect certain documents in your corpsmember file, as provided by law, in the presence of a designated staff member. Corpsmembers wishing to review their personnel file must complete and submit a "Request to Review Personnel Records" form.

The personnel file must be inspected at the Civicorps Schools Academy office. Corpsmembers are not allowed to remove any document from their file nor may they make any changes in their file. A corpsmember may take notes during the review of their file. No copies of documents in a corpsmember's file may be made, with the exception of documents that the corpsmember has previously signed. The corpsmember will be required to sign a receipt for any copies of documents. If a corpsmember disagrees with or challenges any information in their file, they can submit a written request explaining why such a change must be made. This procedure does not apply to documents concerning disciplinary matters, pay and promotion, or performance appraisals. Disagreements concerning these matters are provided for in applicable procedures.

Civicorps will attempt to restrict disclosure of your personnel file to authorized individuals within Civicorps. Any request for information from personnel files must be directed to staff. Disclosure of personnel information to outside sources will be limited. Only Payroll or Human Resources are authorized to release information about current or former corpsmembers. However, Civicorps will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations and as otherwise legally required.

### ***Corpsmember Records Names and Addresses***

Civicorps is required by law to keep current all corpsmembers' names and addresses. Corpsmembers are responsible for notifying Civicorps in the event of a name or address change.

### ***Corpsmember Verifications***

All requests for employment verifications must be directed to Payroll or Human Resources. No other manager, supervisor, corpsmember, or employee is authorized to release verifications for current or

former corpsmembers. By policy, Civicorps discloses only the dates of employment and the title of the last position held by former corpsmembers. If the corpsmember authorizes the disclosure in writing, Civicorps will also inform prospective employers of the amount of salary or wage last earned.

### ***Performance Evaluations***

Each corpsmember, crew leader, and intern will receive monthly performance reviews conducted by his or her supervisor.

A corpsmember's first performance evaluation will take place after completion of one calendar month of employment with subsequent performance evaluations conducted monthly thereafter. Crew Leaders and Interns will also be reviewed monthly. Performance evaluations may review factors including the quality and quantity of your work, your job knowledge, initiative, goal achievement, educational performance, and your attitude toward others. In addition, you will be evaluated on your attendance. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance.

The performance evaluations are based on a monthly review by the corpsmember's supervisor. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with your supervisor, and that you are aware of its contents.

### ***Open-door Policy (Conflict Resolution)***

Suggestions for improving Civicorps are always welcome. At some time, you may have a complaint, suggestion, or question about your job, your working conditions, or the treatment you are receiving. Your good-faith complaints, questions, and suggestions also are of concern to Civicorps. We ask you to first discuss your concerns with your supervisor, following these steps:

1. Immediately after an occurrence, bring the situation to the attention of your immediate supervisor, who will then investigate and provide a solution or explanation.
2. If the problem persists, you may describe it in writing and present it to your supervisor's supervisor, i.e., the Field Program Coordinator, the Field Program Manager, the Head of School, or the Recycling Manager, who will investigate and provide a solution or explanation. We encourage you to bring the matter to the Field Program Coordinator, Field Program Manager, Head of School, or Recycling Manager as soon as possible after you believe that your immediate supervisor has failed to resolve it.
3. If the problem is not resolved, you may present the problem in writing to the Executive Director, who will confirm the earlier resolutions or under exceptional circumstances work out a new and final one..
4. For additional information on grievance process, see page 3.

When necessary, Human Resources will be consulted to ensure Civicorps is in compliance with all polices and state and federal laws. This procedure, which we believe is important for both you and Civicorps, cannot guarantee that every problem will be resolved to your satisfaction. However, Civicorps values your observations and you should feel free to raise issues of concern, in good faith, without the fear of retaliation.

### ***Employment of Relatives***

Relatives of Corpsmembers may be eligible for employment with Civicorps only if individuals involved do not work in a direct supervisory relationship, or in job positions in which a conflict of interest could arise such as working on the same crew. Civicorps defines "relatives" as spouses, children, siblings, parents, in-laws, and step-relatives. Present corpsmembers who marry will be permitted to continue working in the job position held only if they do not work in a direct supervisory relationship with one another or in job positions involving conflict of interest such as working on the same crew.



### ***Conflicts of Interest***

All Corpsmembers must avoid situations involving actual or potential conflicts of interest. Personal or romantic involvement with a partnering or sponsoring agency, supplier, or subordinate corpsmember of Civicorps, which impairs a corpsmember's ability to exercise good judgment, creates an actual or potential conflict of interest. Supervisor-subordinate romantic or personal relationships also can lead to supervisory problems, possible claims of sexual harassment and morale problems. In addition, staff may not fraternize with participants or students.

A corpsmember involved in any of the types of relationships or situations described in this policy should immediately and fully disclose the relevant circumstances to his or her immediate supervisor, or Human Resources, for a determination of whether a potential or actual conflict exists. If an actual or potential conflict is determined, Civicorps may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

### ***Involuntary Termination and Discipline***

Violation of Civicorps policies and rules may warrant disciplinary action. Civicorps has established a system of **progressive discipline that includes verbal warnings, written warnings, counseling and contracts, and suspension**. The system is not formal, except regarding attendance (see below), and Civicorps may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to, and including, long-term suspension (termination) of employment. Civicorps' policy of discipline in no way limits or alters the at-will employment relationship.

In addition, corpsmembers need to be aware that any staff person at Civicorps may initiate disciplinary action anytime.

### ***Attendance Policy & Progressive Discipline***

The following outlines the progressive disciplinary process for attendance and punctuality for work, school, workshops, Community Meetings, and Crew Meetings. Progressive discipline can/will also be applied to behavior concerns. As an education and job training program the value of being on time and in attendance on a daily basis is emphasized throughout the program, therefore it is extremely important that you adhere to the attendance and punctuality guidelines in order to continue to be in good standing. Remember, communication is crucial!

**Excused Absences** will not count against a Corpsmembers unless it becomes excessive. An excused absence is when an absence is planned ahead and communicated to the supervisor and approved by the supervisor. In addition the Corpsmember is required to provide a note from their doctor, probation/parole office, or a court employee if absences are related to medical or legal issues. If a pattern of excused absences exists there may be disciplinary action taken.

**Unexcused Absences** are unacceptable and will be handled with the following progressive discipline.

- One unexcused absence = Verbal warning for first unexcused absence
- Two unexcused absences = Written warning
- Three unexcused absences = Suspension of one day without pay and job holding workshop assigned. Corpsmember will be required to attend a one-hour Job Holding Workshop with one of the Case Counselors beginning on that day of suspension. This will be followed by two more mandatory Job Holding Workshop sessions scheduled by the Case Counselors.

- Four unexcused absences = Written contract agreement put in place which may include terms for future suspension from Job Training, mandatory meetings with Case Counselors, and/or possible long-term suspension (termination) from the program if the problem persists.

Please Note:

- There will be no Job Holding Workshops assigned for the same issue within the year.
- If the issue persists after contract expires, progressive discipline will begin again with Written Warning.
- Suspension is not used while in Learning Academy and suspensions never apply to class time (i.e.: Corpsmembers are always required to be in class even when suspended from Job Training)
- Job holding is not used when in Recycling
- **It is also important to note that different attendance policies may be imposed for intern level positions in Recycling**

**Punctuality:** Corpsmembers will be considered tardy if they are not at school, at lineout, at their worksite or their intern location at the start of their scheduled shifts in uniform (see Dress Code and Other Personal Standards), ready to work (must have hardhat, gloves, water bottle), or if they are not in class on time with their portfolio.

Being on time is important for success. Excessive tardiness will lead to disciplinary actions.

### ***Voluntary Termination***

Voluntary termination results when a corpsmember voluntarily resigns his or her employment. All Civicorps-owned property, including hard hats, must be returned immediately upon termination of employment. Corpsmembers will be charged for Civicorps -owned equipment that is not returned. It will be deducted from their final pay check in accordance with their prior written authorization.

**Job Abandonment:** Civicorps will assume a Corpsmember has left the program after four days of no contact with his/her supervisor. The Corpsmember will be placed on long-term suspension (termination).

### ***Exiting the Program***

Civicorps Corpsmember Academy is a training program and is not a permanent job or a school to linger in. All corpsmembers will receive an exit letter after one year in the program, at which point they will be required to submit a request for extension. The written request will be considered by the Corpsmember program managers and the corpsmember's individual gains made in both school and work will be reviewed. If it is found that gains are not being made, the corpsmember's individual situation will be reviewed and steps will be recommended that the corpsmember must take in order to remain in the program. A written reply will be provided to the corpsmember articulating the expectations and revised exit date. Failure to submit an extension request by the stated deadline will result in a one week suspension if the extension is granted.

If the corpsmember does not meet the established goals, he or she may be asked to leave the program.

Prior to graduation, Corpsmembers will be scheduled to meet with the College and Career Counselors to begin the exit process. All corpsmembers will meet with the College and Career Counselors prior to exiting the program in order to plan for post-Corps success.

### ***Appeal Process***

Civicorps strives to give corpsmembers a voice throughout the discipline process. If a corpsmember disagrees with the discipline assigned to them (contract, termination, etc.), they have the right to complete the written appeal form within three days of the incident and submit it to the Head of School. The appeal

will be reviewed by an appeal panel which meets once a week, and is made up of Corpsmembers in good standing. The appeal panel will issue a response to the appeal within 3 days of that meeting.

### ***Return Policy***

Civicorps allows former corpsmembers to apply for re-enrollment and rehire. To re-apply to the program, corpsmembers must write a letter to the Academy explaining their reason for leaving and the reasons they wish to return, including goals and objectives. The management team will review the letter and take into consideration such things as: the number of times the Corpsmembers has been in the program, how they left the program, what standing they were in when they were last in the program, and their level of readiness for full participation in the program. After the management team makes a determination, the corpsmember will be informed via telephone. If the corpsmember is eligible to return they will be interviewed and invited to the upcoming orientation or invited to apply for an intern level position.

Corpsmembers are eligible to return to the program after they have been out of the program a minimum of 30 days.

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## **Standards of Conduct**

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### ***Prohibited Conduct***

The following conduct is prohibited and will not be tolerated by Civicorps. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, corpsmember welfare and Civicorps's operations also may be prohibited.

- Falsifying employment records, employment information, or other Civicorps records;
- Sagging pants while in uniform or in street clothes in or around Civicorps will not be tolerated;
- Recording the work time of another corpsmember or allowing any other corpsmember to record your work time, or falsifying any time sheet, either your own or another Corpsmember's;
- Theft and deliberate or careless damage or destruction of any Civicorps property, or the property of any corpsmember, staff or sponsoring agency;
- Removing or borrowing Civicorps property without prior authorization;
- Unauthorized use of Civicorps equipment, time, materials, or facilities;
- Provoking a fight, fighting or threatening violence during working hours or on Civicorps property or at an offsite workplace;
- Participating in horseplay or practical jokes on Civicorps time or on Civicorps premises or offsite workplace;
- Carrying firearms or any other dangerous weapons on Civicorps premises or offsite workplace at any time;
- Engaging in criminal conduct whether or not related to job performance;
- Causing, creating, or participating in a disruption of any kind during working hours on Civicorps property or offsite workplace;

- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management;
- Using abusive language at any time on Civicorps premises or offsite workplace;
- Failing to obtain permission to leave work for any reason during normal working hours;
- Failing to observe working schedules, including rest and lunch periods;
- Failing to provide a physician's certificate when requested or required to do so;
- Sleeping or malingering on the job;
- Unauthorized use of telephones, cell phones, e-mail, faxes, mail system or other employer owned equipment;
- Working overtime without authorization or refusing to work assigned overtime;
- Wearing disturbing, unprofessional or inappropriate styles of dress or hair while working;
- Wearing drug or gang related styles of dress;
- Violating any safety, health, security or Civicorps policy, rule, or procedure;
- Committing a fraudulent act or a breach of trust under any circumstances;
- Committing of or involvement in any act of unlawful harassment of another individual.
- Possession, distribution, sale, transfer or use of alcohol, illegal drugs or controlled substances in the workplace, while on duty, when acting as a representative of Civicorps, or while operating employer owned vehicles or equipment;
- Use of cell phones, tablets, headphones, or other portable media devices is prohibited while involved in any Civicorps work or education activity;
- Gambling of any kind during work or education activities and on or around the work site at any time;
- Requesting your supervisor to drive you to a store (supervisor are not allowed to make such trips);
- Plagiarism;
- Violation of any corpsmember policies.

This statement of prohibited conduct does not alter Civicorps's policy of at-will employment. Either you or Civicorps remain free to terminate the employment relationship at any time, with or without reason or advance notice.

### ***Off-duty Conduct***

While Civicorps does not seek to interfere with the off-duty and personal conduct of its corpsmembers, certain types of off-duty conduct may interfere with Civicorps's legitimate business interests. For this reason, corpsmembers are expected to conduct their personal affairs in a manner that does not adversely affect Civicorps's or their own integrity, reputation or credibility. **Please be aware that while in uniform whether it is on- or off-duty, corpsmembers are expected to act as a representative of Civicorps and conduct should be reflective of this, i.e., shirts must be tucked in, pants must not be sagging, no undergarments showing, and the uniform must be kept clean.** Off-duty conduct by corpsmember that adversely affects Civicorps Schools' legitimate business interests (illegal or immoral conduct, use of alcohol or drugs while in uniform, etc.) or the corpsmembers' ability to perform his or her job will not be tolerated.

## ***Drug and Alcohol Abuse***

Civicorps is concerned about the use of alcohol, illegal drugs, or controlled substances as it affects the workplace. Use of these substances, whether on or off the job can detract from a corpsmember's work performance, efficiency, safety, and health, and therefore seriously impair the corpsmember's value to Civicorps. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other corpsmembers and employees and exposes Civicorps to the risks of property loss or damage, or injury to other persons.

Furthermore, the use of prescription drugs and/or over-the-counter drugs also may affect a corpsmember's job performance and may seriously impair the corpsmember's value to Civicorps.

The following rules and standards of conduct apply to all corpsmembers either on Civicorps property or during the workday (including meals and rest periods). Behavior that violates Civicorps policy includes:

- Possession or use of an illegal or controlled substance or alcohol, or being under the influence of an illegal or controlled substance or alcohol while on the job;
- Driving a Civicorps vehicle while under the influence of an illegal or controlled substance or alcohol; and
- Distribution, sale, or purchase of an illegal or controlled substance or alcohol while on the job.

Violation of these rules and standards of conduct will not be tolerated. Civicorps also may bring the matter to the attention of appropriate law enforcement authorities.

In order to enforce this policy, Civicorps reserves the right to conduct searches of Civicorps property or corpsmember's personal property, and to implement other measures necessary to deter and detect abuse of this policy.

Any corpsmember who is using prescription or over-the-counter drugs that may impair the corpsmember's ability to safely perform the job, or affect the safety or well-being of others, must notify a supervisor of such use immediately before starting or resuming work.

Civicorps will encourage and reasonably accommodate corpsmembers with alcohol or drug dependencies to seek treatment and/or rehabilitation. Corpsmembers desiring such assistance should request a treatment or rehabilitation leave. Civicorps is not obligated to provide assistance to cover the cost of the treatment or rehabilitation plan. In addition, Civicorps is not obligated to continue to employ any person whose performance of essential job duties is impaired because of drug or alcohol use, nor is Civicorps obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency. Additionally, corpsmembers who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect Civicorps's treatment of corpsmembers who violate the regulations described previously. Rather, rehabilitation is an option for a corpsmember who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

## ***Punctuality and Attendance***

You are expected to be punctual and reliable in attendance. Any tardiness or absence causes problems for your fellow corpsmembers and your supervisor. When you are absent, others must perform your assigned work.

Corpsmembers are expected to report to work as scheduled, on time, in uniform, with their lunch and prepared to start work. Corpsmembers also are expected to remain at work for their entire work schedule. Late arrival, early departure, or other unanticipated and unapproved absences from scheduled hours are disruptive and will not be tolerated.

If you are unable to report for work or school on any particular day, Job Training Corpsmembers must call their supervisor by 7:30 a.m., Learning Academy students must call the front desk by 8:00 a.m., and Intern Corpsmembers must call their supervisor by the start of their work day of the day you will absent. In all cases of absence or tardiness, corpsmembers must provide their supervisor with an honest reason or explanation. Corpsmembers also must inform their supervisor of the expected duration of any absence. Excessive absenteeism or tardiness will not be tolerated. Civicorps's definition of excessive absenteeism and tardiness is outlined under "Involuntary Termination and Progressive Discipline".

### ***Dress Code and Other Personal Standards***

Because each corpsmember is a representative of Civicorps in the eyes of the public, Corpsmembers must report to work and school properly groomed and wearing appropriate clothing. Corpsmembers are expected to dress neatly and in a manner consistent with the nature of the work performed and in the interest of professionalism. Corpsmembers who report to work or school inappropriately dressed will be asked to leave. This includes but is not limited to: sagging pants, revealing tops or bottoms, clothing with drug or gang related designs.

All Corpsmembers in the Job Training Program and Recycling are required to wear Civicorps uniforms and must take care of their uniforms and report any wear or damage to their supervisors. Supervisors will inform you of additional requirements regarding acceptable attire. Certain corpsmembers may be required to wear safety equipment or clothing. Your supervisor must approve any deviations from these guidelines.

Prior to your first field assignment you will be given a Field Uniform consisting of:

- 1 shirt
- 1 pairs of pants
- 1 pair of work gloves
- 1 hard hat

You must return these items in good condition at the end of the program. If you leave the program before completing six months in the Job Training Program, the items must be returned or the cost of the items will be deducted from your last paycheck.

The uniform consists of black pants, gray work shirts, steel toed work boots, Civicorps hat, and Civicorps work jacket. Shirts must be tucked in, the Civicorps hat must be on, pants must not be sagging, i.e., no undergarments showing, and the uniform must be kept clean at all times. Corpsmembers are prohibited from wearing any head covering other than the Civicorps hat.

We require professionalism and therefore you must wear your uniform properly. Sagging and/or untucked uniforms will not be tolerated on or off duty. If seen sagging or with your uniform untucked disciplinary action will be taken.

### ***Work Relations***

Corpsmembers are expected to be polite, courteous, prompt, and attentive to all members of the public. A corpsmember should contact his or her supervisor immediately if they encounter an uncomfortable situation that he or she does not feel capable of handling.

Work project sponsors and education partners are to be treated courteously and given proper attention at all times. Never regard a sponsor's question or concern as an interruption or an annoyance. You must respond to inquiries from sponsors, whether in person or by telephone, promptly and professionally.

Through your conduct, show your desire to assist the sponsor in obtaining the help he or she needs. If you are unable to help a sponsor, find someone who can.

Never argue with a sponsor. Ask your supervisor to intervene if a problem develops or if a sponsor remains dissatisfied.

### ***Confidentiality***

Each corpsmember is responsible for safeguarding the confidential information obtained during employment. In the course of your work, you may have access to confidential information regarding Civicorps, its suppliers, its sponsors, or perhaps even fellow corpsmembers. You have a responsibility to prevent revealing or divulging any such information unless it is necessary for you to do so in the performance of your duties. Access to confidential information should be on a "need-to-know" basis and must be authorized by your supervisor. Any breach of this policy will not be tolerated and legal action may be taken by Civicorps.

### ***Business Conduct and Ethics***

No corpsmember may accept a gratuity or sizeable or excessive gift from any sponsor, vendor, supplier, or other person doing business with Civicorps because doing so may give the appearance of influencing business decisions, transactions or service.

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## **Operational Considerations**

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### ***Employer Property***

Lockers, computers, desks, vehicles and other employer-owned property are Civicorps property and must be maintained according to Civicorps rules and regulations. They must be kept clean and are to be used only for work-related purposes. Civicorps reserves the right to inspect all Civicorps property to ensure compliance with its rules and regulations, without notice to the corpsmember and at any time, not necessarily in the corpsmember's presence.

Civicorps voice mail and/or electronic mail (e-mail) are to be used for business purposes only. Civicorps reserves the right to monitor voice mail messages and e-mail messages to ensure compliance with this rule, without notice to the corpsmember and at any time, not necessarily in the corpsmember's presence.

Personal locks may be used on Civicorps -provided lockers with the understanding that Civicorps reserves the right to inspect the locker without notice to the corpsmember and at any time, not necessarily in the corpsmember's presence.

Civicorps may periodically need to assign and/or change "passwords" and personal codes for voice mail, e-mail or computer access. These communication technologies, related storage media and databases are to be used only for Civicorps business and they remain the property of Civicorps. Civicorps reserves the right to keep a record of all passwords and codes used and/or may be able to override any such password system.

Prior authorization must be obtained before any Civicorps property may be removed from the premises.

For security reasons, corpsmembers may not bring or leave personal belongings of value in the workplace. Personal items are subject to inspection and search, with or without notice, and with or without the corpsmember's prior consent.

Terminated corpsmembers should remove any personal items at the time they leave the agency. Personal items left in the workplace are subject to disposal if not claimed at the time of a corpsmember's termination.

## **Computer and Telecommunication Resources Policy**

Civicorps Schools has created this Computer and Telecommunication Resources Policy to ensure that its resources are used properly by all personnel, including but not limited to employees, participants, consultants, and other persons working with Civicorps Schools who use the e-mail system.

The rules and obligations described in this policy apply to all users of the resources, wherever the user may be located. It is every person's obligation to use the resources responsibly, professionally, ethically and lawfully.

1. **Business Use.** The e-mail system is meant to be used for business purposes of Civicorps Schools.
2. **Ownership.** All email accounts and all information and messages that are created, sent, received or stored on the e-mail system of Civicorps Schools is the sole property of Civicorps Schools and are not the properties of the employee or other personnel.
3. **E-mail Review.** All e-mail is subject to the right of Civicorps Schools to monitor, access, read, delete, copy, disclose and use such e-mail without prior notice to the originators and recipients of such e-mail. E-mail may be monitored and read by authorized personnel for any violations of law, breaches of Civicorps Schools policies, communications harmful to Civicorps Schools, or for any other reason.
4. **E-mail Content.** Emails should be professional, courteous and in compliance with all applicable laws. Use of "All Civicorps" emails are limited to supervisor level and above. If employees want to send an "All Civicorps" email; please obtain authorization from your supervisor prior to sending.
5. **Security.** The e-mail system is only to be used by authorized persons, and personnel must have been issued an e-mail password in order to use the system. Personnel shall not disclose their codes or passwords to others and may not use someone else's code or password without express written authorization from an authorized officer of Civicorps Schools.
6. **No Presumption of Privacy/Confidentiality.** E-mail communications should not be assumed to be private and security cannot be guaranteed. Highly confidential or sensitive information should not be sent through e-mail. Personnel are required to use email in a manner that will not risk the disclosure of proprietary and other information to persons outside Civicorps Schools. In addition, Civicorps Schools reserves the right to monitor its employees' email communications.
7. **Message Retention and Creation.** Users expressly waive any right of privacy in anything they create, store, send, or receive on or through the resources, regardless of whether such material may be protected by password or other special entry code or procedure. Civicorps Schools makes its resources available to users solely to assist them in the performance of their jobs. Access to resources is within the sole discretion of Civicorps Schools and use of the resources is a privilege that may be revoked at any time. Generally, users are given access to our various technologies based on their job functions. Only employees whose job performance will benefit from the use of Civicorps Schools' resources will be given access to the necessary resources.
8. **Viruses.** Any files downloaded from e-mail received from non-Civicorps Schools sources must be scanned with Civicorps Schools' virus detection software. If a computer does not have a virus protection system and/or any viruses, suspected tampering or system problems should be immediately reported to our network administrator.
9. **Passwords.** All passwords must be made known to network administrator. The use of passwords to gain access to our computer systems or to access specific files does not provide users with an expectation of privacy in connection therewith.
10. **Retention in the Event of Litigation, subpoena, or Regulatory Inquiry.** It is Civicorps Schools'



policy to comply with all legal proceedings. In the event of any litigation, subpoena, regulatory inquiry, criminal proceeding, or the like, our personnel are prohibited from deleting, discarding, or destroying any emails or any other documents relating in any way to the litigation, subpoena, regulatory inquiry, criminal proceeding, or the like.

11. No Waiver. Any delay or failure to discipline personnel for violations of this policy will not constitute a waiver of the rights of Civicorps Schools.
12. Prohibited Acts. Users may not use the resources of Civicorps Schools for any illegal purpose, violation of any Civicorps Schools policy, in a manner contrary to the best interests of Civicorps Schools, in any way that discloses confidential information of Civicorps Schools or third parties, or for personal or pecuniary gain. Provided below is a non-exclusive list of prohibited acts associated with use of the resources of Civicorps Schools and our email system. When considering the appropriateness of engaging in a particular act, users should be guided by both the specific prohibitions and the other mandates set forth in this policy. Prohibited activities include:
  - a. Using any words, images or references that could be viewed as libelous, harassing, illegal, derogatory, discriminatory, or otherwise offensive.
  - b. Using the resources of Civicorps Schools to transmit, receive, or store any information that might be considered inappropriate in the workplace, including, but not limited to, messages or images that are lewd, obscene, sexually explicit, or pornographic (e.g., sexually explicit or racial messages, jokes, or cartoons).
  - c. Creating or transmitting messages or images that might be considered inappropriate, harassing or offensive due to their reference to race, sex, age, sexual orientation, marital status, religion, national origin, physical or mental disability, or other protected status.
  - d. Downloading, copying or transmitting documents or software protected by third party copyrights in violation of those copyrights. Without prior consultation with the Network Administrator, users may not do any of the following: (1) copy software for use on their home computers; (2) provide copies of software to any independent contractors or participants of Civicorps Schools programs or to any other third party; (3) install software on any of Civicorps Schools' workstations or servers; (4) download any software from the Internet or other on-line service to any Civicorps Schools' workstations or servers; (5) modify, revise, transform, recast, or adapt any software; or (6) reverse-engineer, disassemble, or decompile any software. Any user with a question concerning a copyright issue, or who becomes aware of any misuse of software or violation of copyright law, should contact the Human Resources Department.
  - e. Using encryption devices and software that have not been expressly approved by Civicorps Schools.
  - f. Deliberately performing acts that waste any of the resources or unfairly monopolize any of the resources to the exclusion of others. These acts include, but are not limited to, using the e-mail system for other than business-related communications (or occasional and necessary personal communications, as described in section b), sending multiple pictures using the e-mail system (unless specifically authorized to do so and business-related), sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, engaging in on-line chat groups, printing multiple copies of large documents, undertaking excessively large OCR scanning projects, or otherwise creating unnecessary network traffic.

Note: Questions regarding e-mail technical usage or terms contained in this policy should be directed to the Network Administrator and/or the Human Resources Department.

Questions about access to electronic communications or issues relating to security should be addressed to Human Resources.

### ***Off-duty Use of Facilities***

Corpsmembers are prohibited from remaining on Civicorps premises or making use of Civicorps facilities while not on duty or in school except with permission from staff. Corpsmembers are expressly prohibited from using Civicorps facilities, Civicorps property, or Civicorps equipment for personal use.

### ***Corpsmember Property***

A Corpsmember's personal property, including but not limited to packages, purses and backpacks, may be inspected upon reasonable suspicion of unauthorized possession of Civicorps property.

### ***Security / Workplace Violence***

Civicorps has developed guidelines to help maintain a secure workplace. Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Report any suspicious persons or activities to your supervisor. Secure your personal belongings, do not leave valuable and/or personal articles in or around your workstation that may be accessible. The security of facilities as well as the welfare of all corpsmembers depends upon the alertness and sensitivity of every individual to potential security risks. You should immediately notify your supervisor when unknown persons are acting in a suspicious manner in or around the facilities, or when keys, security passes, or identification badges are found.

The Civicorps workplace security and violence program is described in detail in Civicorps's Illness and Injury Prevention Program (IIPP) and in the Emergency Management Plan (EMP).

### ***Health and Safety***

All corpsmembers are responsible for their own safety, as well as that of others in the workplace. To help us maintain a safe workplace, everyone must be safety-conscious at all times. Report all work-related injuries or illnesses immediately to your supervisor or to the Human Resources department. In compliance with California law, and to promote the concept of a safe workplace, Civicorps maintains an Injury and Illness Prevention Program. The Injury and Illness Prevention Program is available for review by corpsmembers and/or corpsmember representatives in the Human Resource's office.

In compliance with Proposition 65, Civicorps will inform corpsmembers of any known exposure to a chemical known to cause cancer or reproductive toxicity.

All corpsmembers are required to use safety equipment when operating power or hand tools and when working in an area with poison oak. Safety equipment consists of a hard hat, eye and ear protection, chaps, gloves, Tyvek suit, and Technu.

Use of safety equipment is not optional. If it is not being used disciplinary action will be taken.

### ***Ergonomics***

Civicorps is subject to Cal/OSHA ergonomics standards for minimizing workplace Repetitive Motion Injuries (RMIs). Civicorps will make necessary adjustments to reduce exposure to ergonomic hazards through modifications to equipment and processes and corpsmember training. Civicorps encourages safe and proper work procedures and requires all corpsmembers to follow safety instructions and guidelines.

Civicorps believes that reduction of ergonomic risk is instrumental in maintaining an environment of personal safety and well-being, and is essential to our business. We intend to provide appropriate resources to create a risk-free environment.

If you have any questions about ergonomics, please contact Human Resources.

### ***Smoking***

Smoking is not allowed in any enclosed area of the facilities, in any vehicles, while loading or unloading tools, or in any regional park area. Smoking is not allowed within 30 feet of any doorway. Smoking breaks are allowed only in designated areas after receiving permission from your supervisor. Cigarette butts must be disposed of properly.

### ***Housekeeping***

All corpsmembers are expected to keep their work areas clean and organized. People using common areas such as lunchrooms, locker rooms, and restrooms are expected to keep them sanitary. Please clean up after meals and dispose of trash properly.

### ***Parking***

Corpsmembers may not use parking areas specifically designated for visitors, other companies, or Civicorps vehicles. Civicorps is not responsible for any loss or damage to corpsmember vehicles or contents while parked on Civicorps property.

### ***Solicitation and Distribution of Literature***

Corpsmembers are expected to avoid solicitations and distribution of literature that disrupt the efficient operation of Civicorps's business and/or their co-worker's productivity. No corpsmember shall represent Civicorps in support of any cause or organization unless directed to do so by his or her supervisor. Any corpsmember who is in doubt concerning the application of these guidelines should consult with his or her supervisor.

### ***Conducting Personal Business***

Corpsmembers may not conduct personal business or business for another employer during their scheduled working hours.

### ***Vehicle Safety Program for Corpsmembers who are required to Drive***

Corpsmembers may operate agency owned, rented or personal vehicles as part of their jobs. Corpsmembers are expected to operate vehicles safely to prevent accidents/damage, which may result in injuries and/or property loss. It is the policy of Civicorps to provide and maintain a safe working environment to protect our corpsmembers and the citizens of the communities where we conduct business from injury and property loss. Civicorps considers the use of automobiles part of the work environment. Civicorps is committed to promoting a high level of safety awareness and responsible driving behavior in its corpsmembers. Our efforts and the commitment of corpsmembers will prevent vehicle accidents and reduce personal injury and property loss claims.

Civicorps will obtain and review a Motor Vehicle Record (MVR) prior to employment for those individuals seeking positions that require driving a Civicorps or rented vehicle.

Once employed, the Human Resources Department will receive from the DMV every 12 months an updated MVR for every corpsmembers insured under our plan unless there is activity on the corpsmember's MVR.

Each MVR will be evaluated using either an applicant or corpsmember point system and will be retained in the corpsmember's driver file. Applicants with a disqualifying score will make them ineligible to be hired. Corpsmembers with a disqualifying score will lead to immediate revocation of driving privileges. In most cases, revocation of driving privileges will lead to termination.

Applicants and corpsmembers who will be driving their personal vehicles on behalf of Civicorps business, are required as part of our general liability insurance, to submit proof of auto insurance and registration. This policy covers any individual who will submit mileage reimbursement for the use of a personal vehicle in the course of work or volunteering for Civicorps. Each person is required to furnish proof of auto insurance and registration annually.

Corpsmembers who drive their own vehicles on Civicorps business will be reimbursed at the state rate per mile that may be adjusted from time to time.

Corpsmembers who drive as a part of their job requirement are required to immediately report to their supervisors any of the following:

- Any type of moving violation, speeding ticket, parking ticket or accident either while driving a Civicorps or non- Civicorps vehicle;
- Any type of violation that would affect the corpsmember's driving status, e.g., court ordered driver's license suspension for child support violations; and
- Loss or denial of personal auto insurance or registration.

Failure to inform Civicorps of any of the above described incidents that would affect the corpsmember's driving status may lead to revocation of driving privileges for Civicorps business. In most cases, revocation of driving privileges will lead to termination.

In addition, Corpsmembers agree to the following:

- To complete daily vehicle inspections, and if there are any safety problems with the vehicle, the vehicle will not be driven and the Operations Supervisor will be notified immediately;
- To operate all vehicles in a safe manner; to wear seat belts whenever the vehicle is in motion and require other occupants to do so; to use a spotter at all times; to remove all tools and equipment from the vehicle daily with the exception of those items assigned to the vehicle; and to not use a cellular phone or similar device unless the vehicle is safely parked;
- To clean the interior of vans daily and wash the exterior weekly, before Friday afternoon;
- Only insured Civicorps Corpsmembers/participants operate agency vehicles;
- To maintain a valid California driver's license;
- Corpsmembers are responsible for the coverage of passengers while driving personal vehicles to conduct agency business.

For a complete description of this policy, please review the Vehicle Safety Program handbook.

### ***Corpsmember Committees***

Civicorps encourages Corpsmembers to voice their thoughts and ideas about what they would like to see in their program. Corpsmembers are welcome to identify needs and activities (such as prom, trips, talent shows, etc.) they would like to see at Civicorps and to form committee's to plan and execute such events or activities. If you are interested in forming a committee please speak with the Head of School.

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## Corpsmember Benefits

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### ***Paid Sick Leave***

Corpsmembers earn 1 sick day for every 30 days of work. The maximum number of hours that can be accumulated is 72. In order to use sick days, corpsmembers must submit a form within 3 days of their absence, and only if the absence has a valid excuse.

### ***Holidays***

Civicorps Schools observes the following unpaid holidays:

- January 1st - New Year's Day
- Martin Luther King Jr.'s Birthday
- Presidents' Day
- Memorial Day
- July 4th - Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- December 25<sup>th</sup>

When a holiday falls on a Saturday, it will be observed on the preceding Friday and when it falls on a Sunday, it will be observed on the following Monday.

### ***Academy Bonus Plan***

Corpsmembers in the Academy (attending either day or evening classes) have the opportunity to earn an attendance incentive.

- Corpsmember attending evening classes at Civicorps Academy can earn additional pay per term (6 terms per school year):
  - 100% attendance.....\$50.00
  - 95% to 99% attendance.....\$37.50
  - 90% to 94% attendance.....\$25.00
- Corpsmembers attending classes in the Learning Academy (A, B and C Groups) earn the following amounts per Bonus Period (2 Bonus Periods per term, 12 per school year):
  - 100% attendance.....\$100.00
  - 95% to 99% attendance..... \$75.00
  - 90% to 94% attendance..... \$50.00
- No unexcused absences.
  - *Unexcused absence = \$0 Academy Bonus pay and \$0 increase in standard starting Job Training pay. Leaving early without cause is equal to unexcused.*
- A Tardy is considered the equivalent of an excused absence and will be counted against a corpsmembers Academy attendance rate. A tardy does not, however, make a corpsmember ineligible for Academy bonus pay as would an unexcused absence.

## ***Insurance Benefits***

**Health Insurance:** Civicorps Schools offers a comprehensive health insurance plan for eligible employees. Employees who are scheduled to work an average of 30 hours or more per week are eligible for health insurance the first day of the month following completion of 60 days of service. Holidays and days where work is not scheduled due to Academy activities (i.e.; testing and graduation) are counted as non-scheduled workdays.

Employees pay a portion of the monthly premium for employee health benefits. Civicorps Schools pays the remainder of the premium for eligible employees up to the designated benchmark. Employees will be notified of their contribution amount at the time they sign up for the specific benefit. Eligible employees are also responsible for a portion of the monthly premium costs for their dependents' coverage.

In the event of an increase in health insurance premium rates, all employees may be required to contribute to the cost of increased premiums to retain coverage. Details about health insurance coverage are available in a separate publication from Human Resources.

**Disability Insurance:** As participants in a work training program, corpsmembers do not contribute to the State of California's disability insurance. **Corpsmembers are not eligible to receive State Disability Insurance** while in the corpsmember program. Specific rules and regulations governing disability are available from the Employment Development Department or Human Resources.

**Unemployment Compensation:** Civicorps does not contribute to the California Unemployment Insurance Fund on behalf of its Corpsmembers as the Corpsmember program is considered a work training program not a job. Therefore, **corpsmembers are not eligible to receive unemployment compensation** when they leave the Corpsmember program. Specific rules and regulations governing unemployment insurance are available from the Employment Development Department.

**Social Security (OASDI: Old Age Disability and Survivor Insurance):** Social Security is an important part of every corpsmember's retirement benefit. Participants make payroll contributions based on earnings. Benefits are paid to insured workers and eligible family members when they retire or become disabled and to the survivors of deceased workers.

**Workers' Compensation:** You are protected by Civicorps's workers' compensation insurance policy while employed by Civicorps, at no cost to you. The policy covers you in case of occupational injury or illness.

## ***Counseling Services***

A small issue can sometimes become a big problem. There may be times when you will need to talk to someone about your situation. The Case Counselor can help you deal with issues involving personal or family relationships, health issues, housing, childcare, transportation, or other needs. You can make an appointment with the Case Counselor who will put you in contact with agencies and resources in the community that may be able to help.

## ***College & Career Services***

Civicorps has a College Counselor and a Career Counselor who can help you prepare for a job outside of Civicorps and for college. The Career Counselor receives information about job openings and is available to assist with your cover letter and resume, interview skills, and job application if you are interested in exploring a particular job or career and as you plan for exiting Civicorps. The College Counselor will assist you with college enrollment, financial aid, and post-secondary training programs.

## ***Leaves of Absence***

Civicorps may grant personal leaves of absence of up to 30 days to corpsmembers in certain circumstances. Request any leave in writing as far in advance as possible, keep in touch with your supervisor during your leave, and give prompt notice of any change in your anticipated return date. If your leave expires and you fail to return to work without contacting your supervisor, Civicorps will assume that you do not plan to return and that you have terminated your employment.

Upon returning from a leave of absence, you will be offered the same position you held at the time your leave began, if available. If your former position is not available, a comparable position will be offered. If neither the same nor a comparable position is available, your return to work will depend on job openings existing at the time of your scheduled return. Civicorps makes no guarantees of reinstatement, and your return will depend on your qualifications for existing openings.

Any leave taken under this provision qualifying as leave under the state and/or federal family/medical leave acts will be counted as family/medical leave and charged to your entitlement of 12 workweeks of family/medical leave in a 12-month period. California workers' compensation laws govern work-related injuries and illnesses leaves. California pregnancy disability laws govern leaves taken because of pregnancy, childbirth, and related medical conditions.

## ***Family Medical Leave Act (FMLA)/California Family Rights Act (CFRA)***

### **Eligibility for FMLA/CFRA Leave**

Corpsmembers who have more than 12 months of service, who have worked at least 1,250 hours during the previous 12-month period before the date the leave is to begin, and who are employed at a work site where Civicorps maintains on the payroll (as of the date of the leave request) at least 50 part- or full-time corpsmembers within 75 miles (measured in road miles) of the work site where the corpsmember requesting the leave works, are eligible under federal (FMLA) and state (CFRA) family leave laws to take up to a maximum of 12 workweeks of unpaid family/medical leave within a 12-month period. Family/medical leave time is permitted for the birth of the corpsmember's child or placement of a child with the corpsmember for adoption or foster care, to care for the corpsmember's spouse, child or parent who has a serious health condition, or for a serious health condition that makes the corpsmember unable to perform his or her job.

### **Requests for FMLA/CFRA Leave**

Please contact Human Resources as soon as you realize the need for family/medical leave.

If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the corpsmember or a family member, the corpsmember must notify Civicorps at least 30 days before leave is to begin. The corpsmember must consult with his or her supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of Civicorps. Any such scheduling is subject to the approval of the health care provider of the corpsmember or the health care provider of the Corpsmember's child, parent or spouse. If the corpsmember cannot provide 30 days' notice, Civicorps must be informed as soon as practical.

If the FMLA/CFRA request is made because of the corpsmember's own serious health condition, Civicorps may require, at its expense, a second opinion from a health care provider that Civicorps chooses. The health care provider designated to provide a second opinion will not be one who is employed on a regular basis by Civicorps.

If the second opinion differs from the first opinion, Civicorps may require, at its expense, the corpsmember to obtain the opinion of a third health care provider designated or approved jointly by the employer and the corpsmember. The opinion of the third health care provider shall be considered final and binding on Civicorps and the corpsmember.

When both parents are employed by Civicorps and request simultaneous leave for the birth, adoption or foster care of a child, Civicorps will not grant more than 12 workweeks total of family/medical leave for both parents.

Leave granted under any of the reasons provided by state and federal law will be counted as family/medical leave and will be considered as part of the 12-workweek entitlement in a 12-month period. The 12-month period is measured forward from the date any corpsmember's first family/medical leave begins. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

Corpsmembers may take FMLA/CFRA leave intermittently (in blocks of time, or by reducing their normal weekly or daily work schedule) if the leave is for the serious health condition of the corpsmember's child, parent or spouse, or of the corpsmember, and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is 1 hour.

### **Certification by Health Care Providers**

Civicorps requires corpsmembers to provide certification as explained below within 15 days of any request for FMLA/CFRA leave, unless it is not practicable to do so. Civicorps may require recertification from the health care provider if additional leave is required.

- If the leave is needed to care for a sick child, spouse or parent, the corpsmember must provide a certification from the health care provider stating:
  - Date of commencement of the serious health condition;
  - Probable duration of the condition;
  - Estimated amount of time for care by the health care provider; and
  - Confirmation that the serious health condition warrants the participation of the corpsmember.
- If a corpsmember cites his or her own serious health condition as a reason for a leave, the corpsmember must provide a certification from the health care provider stating:
  - Date of commencement of the serious health condition;
  - Probable duration of the condition; and
  - Inability of the corpsmember to work at all or to perform any one or more of the essential functions of his or her position because of the serious health condition.

Civicorps will require certification by the Corpsmember's health care provider that the corpsmember is fit to return to his or her job.

Failure to provide certification by the health care provider of the corpsmember's fitness to return to work will result in denial of reinstatement for the corpsmember until the certificate is obtained.

### **Return from Family/Medical Leave**

Under most circumstances, upon return from family/medical leave, a corpsmember will be reinstated to his or her original job or to an equivalent job with equivalent pay, benefits and other employment terms and conditions. However, a corpsmember has no greater right to reinstatement than if he or she had been continuously employed rather than on leave. For example, if a corpsmember on family/medical leave would have been laid off had he or she not gone on leave, or if the corpsmember's job is eliminated during the leave and no equivalent or comparable job is available, then the corpsmember would not be entitled to reinstatement. In addition, a corpsmember's use of family/medical leave will not result in the loss of any employment benefit that the corpsmember earned before using family/medical leave.



### **California Paid Family Leave Insurance**

As of July 1, 2004 most California employees are eligible for up to six weeks of partial pay, per twelve month period, while taking time from work to care for a new child or sick family member. The payments are distributed by the EDD, a state agency, not by Civicorps. California's Paid Family Leave program does not create a right to take a leave of absence if one does not exist under the law.

Corpsmembers may take this leave in order to:

- Care for a child, husband, wife, domestic partner, or parent because of a serious health problem; or
- Bond with a new baby, adopted or foster child (this is for both mothers and fathers).

**For additional information, please call 1-877-238-4373 or go to [www.edd.ca.gov](http://www.edd.ca.gov).**

### ***Family Leave and Pregnancy***

Time off from work because of the corpsmember's disability due to pregnancy, childbirth or related medical condition is not counted as time used for CFRA leave, but is counted as time used for FMLA leave. Pregnant Corpsmembers may have the right to take a pregnancy disability leave in addition to family or medical leave. Such corpsmembers should contact Human Resources regarding their individual situation. Any leave taken for the birth, adoption or foster care placement of a child does not have to be taken in one continuous period of time. CFRA leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, Civicorps will grant a request for a CFRA leave (for birth/placement of a child) of less than two weeks' duration on any two occasions. Any leave taken must be concluded within one year of the birth or placement of the child with the corpsmember.

### ***Pregnancy Disability Leave***

#### **Requests for Pregnancy Disability Leave**

Any female corpsmember planning to take pregnancy disability leave should advise the Human Resources department as early as possible. The individual should make an appointment with Human Resources to discuss the following conditions:

- Corpsmembers who need to take pregnancy disability leave must inform Civicorps when a leave is expected to begin and how long it will likely last. If the need for a pregnancy disability leave or transfer is foreseeable, corpsmembers must provide notification at least 30 days before the pregnancy disability leave or transfer is to begin. If 30 days' advance notice is not possible, notice must be given as soon as practical. Corpsmembers must consult with their supervisor regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of Civicorps. Any such scheduling is subject to the approval of the Corpsmember's health care provider.
- Upon the request of a corpsmember and recommendation of the corpsmember's physician, the corpsmember's work assignment may be changed if necessary to protect the health and safety of the corpsmember and her child. Requests for transfers of job duties will be reasonably accommodated if the job and security rights of others are not breached.
- Temporary transfers due to health considerations will be granted when possible. However, the transferred corpsmember will receive the pay that accompanies the job, as is the case with any other temporary transfer due to temporary health reasons.
- Pregnancy disability leave usually begins when ordered by the corpsmember's physician. The corpsmember must provide Civicorps with a certification from a health care provider. The certification indicating disability should contain:
  - The date on which the corpsmember became disabled due to pregnancy, childbirth, or related medical conditions;

- The probable duration of the period or periods of disability; and
  - A statement that, due to the disability, the corpsmember is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.
- Returns from pregnancy disability leave will be allowed only when the corpsmember's physician sends a release.
  - The duration of this leave is based on the corpsmember's health care provider's determination and certification of the period(s) during which the corpsmember is actually disabled due to pregnancy, childbirth or a related condition, up to a maximum of four months. This includes leave for severe morning sickness and for prenatal care.

Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed. Leave may be taken in increments of 1 hour.

### **Return from Pregnancy Disability Leave**

Under most circumstances, upon submission of a medical certification that a corpsmember is able to return to work from a pregnancy disability leave, a corpsmember will be reinstated to her same position held at the time the leave began or to an equivalent position, if available. A corpsmember returning from a pregnancy disability leave has no greater right to reinstatement than if the corpsmember had been continuously employed. (For example, if a corpsmember on pregnancy disability leave would have been laid off had he or she not gone on leave, or if the corpsmember's job is eliminated during the leave and no equivalent or comparable job is available, then the corpsmember would not be entitled to reinstatement.)

Return to the corpsmember's previously held job or in some circumstances to a comparable position shall be guaranteed for four months provided that the corpsmember complies with the terms of the leave.

### ***Military Leave***

Corpsmembers who wish to serve in the military and take military leave should contact Human Resources for information about their rights before and after such leave. You are entitled to reinstatement upon completion of military service, provided you return or apply for reinstatement within the time allowed by law.

### ***Jury Duty and Witness Leave***

Civicorps encourages Corpsmembers to serve on jury duty or as a witness when called. Any regular full-time or part-time Corpsmember summoned to serve on jury duty or as a witness will continue to receive their regular rate of pay while serving on a jury for up to five business days. Part-time corpsmembers will be paid in proportion to the number of hours or days they normally work. You should notify your supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. You will be required to provide written verification from the court clerk of performance of jury service. If work time remains after any day of jury selection or jury duty, you will be expected to return to work for the remainder of your work schedule. You may retain any mileage allowance or other fee paid by the court for jury services.

### ***Time Off for Voting***

Civicorps encourages all corpsmembers to fulfill their civic responsibilities by voting. All corpsmembers will be allowed a reasonable amount of time off to vote in elections either at the beginning or at the end of the workday, provided the polls are not open sufficient time outside working hours.

Time off for voting must be requested at least two working days in advance and must be approved by your supervisor. A maximum of two hours of time off to vote will be paid, and proof of voting may be required.

## ***School Activities***

Corpsmembers are encouraged to participate in the school activities of their child or children. The absence is subject to all of the following conditions:

- Parents, guardians, or grandparents having custody of one or more children in kindergarten or grades one to 12 may take time off for a school activity;
- The time off for school activity participation cannot exceed eight hours in any calendar month, or a total of 40 hours each school year;
- Corpsmembers planning to take time off for school visitations must provide as much advance notice as possible to their supervisor;
- If both parents are employed by Civicorps, the first corpsmember to request such leave will receive the time off. The other parent will receive the time off only if the leave is approved by his or her supervisor;
- Corpsmembers must provide their supervisor with documentation from the school verifying that the corpsmember participated in a school activity on the day of the absence for that purpose.

If a corpsmember who is the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the corpsmember should alert his or her supervisor as soon as possible before leaving work. In agreement with California Labor Code Section 230.7, no discriminatory action will be taken against a corpsmember who takes time off for this purpose.

## ***External Corpsmember Education***

Some Corpsmembers may need to attend training programs, seminars, conferences, lectures, meetings or other outside activities for the benefit of Civicorps or the individual corpsmember. Attendance at such activities, whether required by Civicorps or requested by individual corpsmembers, requires the written approval of the corpsmember's supervisor. To obtain approval, any corpsmember wishing to attend an activity must submit a written request detailing all relevant information, including date, hours, location, cost, expenses and the nature, purpose and justification for attendance. Attendance at any such event is subject to the following policies on reimbursement and compensation:

- For attendance at events required or authorized by Civicorps, customary and reasonable expenses will be reimbursed upon submission of proper receipts. Acceptable expenses generally include registration fees, materials, meals, transportation and parking. Reimbursement policies regarding these expenses should be discussed with your supervisor in advance.
- Corpsmember attendance at authorized outside activities will be considered hours worked for corpsmembers and will be compensated in accordance with normal payroll practices.

This policy does not apply to a corpsmember's voluntary attendance, outside of normal working hours, at formal or informal educational sessions, even if such sessions generally may lead to improved job performance. While Civicorps generally encourages all corpsmembers to improve their knowledge, job skills and promotional qualifications, such activities do not qualify for reimbursement or compensation under this policy unless prior written approval is obtained as described previously.

## ***Recreational Activities and Programs***

Civicorps or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of a corpsmember's voluntary participation in any off-duty recreational, social, or athletic activity that is not a Civicorps sponsored event.

## ***Workers' Compensation***

Civicorps, in accordance with state law, provides insurance coverage for Corpsmembers in case of work-related injuries. Corpsmembers who become injured or ill resulting from their work at Civicorps must:

- Immediately report any work-related injury or illness to your supervisor;
- Seek medical treatment at the agency's chosen health care provider and follow-up care if required;
- Complete a written Claim Form and return it to your supervisor; and
- Ensure that Civicorps receives certification from the health care provider regarding the need for workers' compensation disability leave, as well as your eventual ability to return to work from the leave.

Upon submission of a medical certification that a corpsmember is able to return to work after a workers' compensation leave, the corpsmember under most circumstances will be reinstated to his or her same position held at the time the leave began, or to an equivalent position, if available. A corpsmember returning from a workers' compensation leave has no greater right to reinstatement than if the corpsmember had been continuously employed rather than on leave. For example, if the corpsmember on workers' compensation leave would have been laid off had he or she not gone on leave, or if the corpsmember's position has been eliminated or filled in order to avoid undermining Civicorps's ability to operate safely and efficiently during the leave, and no equivalent or comparable positions are available, then the corpsmember would not be entitled to reinstatement.

A corpsmember's return depends on his or her qualifications for any existing openings. If, after returning from a workers' compensation disability leave, a corpsmember is unable to perform the essential functions of his or her job because of a physical or mental disability, Civicorps's obligations to the corpsmember may include reasonable accommodation, as governed by the ADA (Americans with Disabilities Act).

The law requires this agency to notify the workers' compensation insurance company of any concerns of false or fraudulent claims.



## **CIVICORPS SCHOOLS COMMUNITY COMPLAINT FORM**

Please use this form to inform Civicorps Staff of any complaint you may have regarding the personnel, facilities or equipment at the school. Also, if you have complaints regarding access to Instructional Services related to preparation for the California High School Exit Exam, please use this form.

This form should be submitted to Human Resources or the Executive Director. Upon receipt, the complaint will be reviewed and the required steps will be taken to mediate and/or investigate the complaint. Please attach any documentation you feel necessary.

As ever, at Civicorps Schools, we hope to use a conflict resolution process to resolve issues within the community and we encourage all community members to seek the help of the Administrative Team when needed.

NAME: \_\_\_\_\_ Address: \_\_\_\_\_

Phone (day) \_\_\_\_\_ Phone (evening/other) \_\_\_\_\_

1. Who is your complaint against?

Name: \_\_\_\_\_ Title: \_\_\_\_\_

2. Has this been discussed with him/her? YES \_\_\_\_\_ NO \_\_\_\_\_ Date: \_\_\_\_\_

3. Has this been discussed with the Manager/Sup/Head of School? YES \_\_\_\_\_ NO \_\_\_\_\_ Date \_\_\_\_\_

Description of Complaint:

Please include all important information such as location, names, dates, who was present, and to whom it was reported. Please use additional paper if more space is needed.

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What remedy of action do you suggest?

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Signature; \_\_\_\_\_ Date: \_\_\_\_\_

Date Received by Civicorps Schools Compliance Officer/HR: \_\_\_\_\_



## Civicorps Corpsmember Handbook Confirmation of Receipt

I have received my copy of the Civicorps Corpsmember Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the handbook.

I understand that except for employment at-will status, any and all policies and practices can be changed at any time, with or without prior notice, by Civicorps. Civicorps reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that, other than the Executive Director (ED), no manager, supervisor, or representative of the Civicorps has the authority to enter into any agreement, expressed or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the ED has the authority to make any such agreement and then only signed and in writing.

I understand and agree that nothing in the Corpsmember Handbook creates or is intended to create a promise or representation of continued employment and that employment at Civicorps is at-will; employment may be terminated at any time by either party.

My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between Civicorps and me concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreement, understandings, and representations concerning my employment with Civicorps.

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Corpsmember's Name (Please Print)

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Corpsmember's Signature

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Date

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Dates of Orientation

# **Employee Handbook Civicorps Schools - Oakland**

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**Revised March 2015**

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## ***Introductory Statement***

Welcome! As an employee of Civicorps Schools, you are an important member of a team effort. We hope that you will find your position with Civicorps Schools rewarding, challenging and productive.

Because our success depends upon the dedication of our employees, we are highly selective in choosing new members of our team. We look to you and the other employees to contribute to the success of Civicorps Schools.

This employee handbook is intended to explain the terms and conditions of employment of all full-time and part-time employees. Written employment contracts between Civicorps Schools and some individuals may supersede some of the provisions of this handbook.

This handbook summarizes the policies and practices in effect at the time of publication. This handbook supersedes all previously issued handbooks and any policy or benefit statements or memoranda that are inconsistent with the policies described here. Your supervisor or Human Resources will be happy to answer any questions you may have.

## ***Mission and Values***

Civicorps Schools promotes citizenship and builds civil society by creating educational models that draw upon the power of service as a way of learning.

An educated citizenry is the cornerstone of a healthy democracy. At Civicorps Schools, we promote not only academic and artistic mastery but an understanding in each student of their potential and responsibility to change the world.

### **Guiding Principles**

- Academic excellence
- Artistic literacy
- Values, ethics and spiritual development necessary for thoughtful citizenship in a pluralistic, democratic society
- Service as a way of learning
- Participation in the life of the school and the community through stewardship in the environment
- Creative partnerships in sustaining public education

## ***New Employee Orientation***

Civicorps Schools; distribute and complete all legal paperwork for payroll, benefits, etc. and give you time with your manager to review your job functions, have a tour and meet your co-workers. Please use this time to ask any questions you may have. We want to ensure that you have a great start!

## GENERAL EMPLOYMENT POLICIES

### ***At-Will Employment Status***

Civicorps' personnel are employed on an at-will basis. Employment at-will may be terminated with or without cause and with or without notice at any time by the employee or Civicorps. Nothing in this handbook shall limit the right to terminate at-will employment. No supervisor or employee of Civicorps has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the Executive Director of Civicorps has the authority to make any such agreement, which is binding only if it is in writing.

### ***Integration Clause and Right to Revise***

This employee handbook contains the employment policies and practices of Civicorps in effect at the time of publication. All previously issued handbooks and any inconsistent policy statements or memoranda are superseded.

Civicorps reserves the right to revise, modify, delete or add to any and all policies, procedures, work rules or benefits stated in this handbook or in any other document, except for the policy of at-will employment. Changes may be made with or without advance notice to employees and become effective immediately unless otherwise stated. No oral statements or representations can in any way alter the provisions of this handbook.

This handbook sets forth the entire agreement between you and Civicorps as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this employee handbook or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

### ***Alternative Dispute Resolution***

Civicorps has implemented a policy requiring binding arbitration, which is described in the Mutual Agreement to Arbitrate Claims. This policy establishes procedures to quickly and inexpensively resolve disputes regarding employment or termination of employment. Binding arbitration ("arbitration") provides the opportunity for employees and Civicorps to have employment disputes heard and resolved in a private and informal setting by an impartial person with experience in the employment field. The arbitration procedures set forth in the Mutual Agreement to Arbitrate Claims provided to you, and summarized below, shall be followed if and when a dispute arises.

As a condition of hire or **continued employment** with Civicorps, all employees are required to arbitrate disputes and to sign an agreement to do so (the "Mutual Agreement to Arbitrate Claims"). Disputes covered by Civicorps Alternative Dispute Resolution Policy include all claims or causes of action an employee may have against Civicorps and all claims or causes of action that Civicorps may have against the employee.

When either an employee or Civicorps wishes to initiate arbitration, that party must give written notice of the claim to the other party. The written notice must identify and describe the nature of the claims asserted and the facts upon which such claims are based. An employee should give notice to the Human Resources Department. Civicorps will give notice to the employee's last known address recorded in that employee's personnel file.

Either party may submit the dispute for resolution by final binding confidential arbitration under the Procedure. The arbitration will be conducted under the rules of the American Arbitration Association (AAA) with the additional proviso that the Procedure shall be conducted on a confidential basis. These Rules, incorporated by reference into the Mutual Agreement to Arbitrate Claims, include (but are not

limited to) the procedures for the joint selection of an impartial arbitrator and for the hearing of evidence before the arbitrator. The arbitrator shall have the authority to allow for appropriate discovery and exchange of information before a hearing, including, but not limited to, production of documents, information requests, depositions and subpoenas. A copy of the complete AAA Employment Dispute Resolution Rules may be obtained from AAA's San Francisco office.

Employees assume responsibility for any fees associated with their opening of a claim up to \$355. Civicorps will advance the remaining fees and costs of the arbitrator. To the extent permissible under the law, however, the arbitrator may rule that the arbitrator's fees and costs be distributed in an alternative manner. Each party may be represented by legal counsel, but must pay its own costs and attorneys' fees, if any.

If you have questions about Civicorps Alternative Dispute Resolution Policy, please contact the Human Resources Department.

### ***Equal Employment Opportunity***

Civicorps is an equal employment opportunity employer and does not unlawfully discriminate against employees or job applicants on the basis of race, color, religion, religious dress practice, sex, gender identity, gender expression sexual orientation, age, national origin, ancestry, mental or physical disability, medical condition (e.g., cancer or cancer related illness; HIV/AIDS or related conditions), pregnancy/childbirth, marital status, parental status, domestic partnership status, military or veteran status, genetic information, or any other status or condition protected by applicable federal, state, or local laws, except where a bona fide occupational qualification applies.

This policy extends to all aspects of the employment relationship, including, but not limited to, recruiting, interviewing, job assignments, training, compensation, benefits, discipline, use of facilities, participation in Company-sponsored activities, termination, and all other terms, conditions, and privileges of employment.

### ***Immigration Law Compliance***

In accordance with the Immigration Reform and Control Act of 1986 (IRCA), Civicorps only employs individuals who are legally authorized to work in the United States. Furthermore, Civicorps does not continue to employ any individual whose legal right to work in the United States has been terminated.

### ***Americans with Disabilities Act (ADA)***

It is the policy and practice of Civicorps to comply with the Americans with Disabilities Act (ACA), as well as with applicable state and local laws prohibiting discrimination on the basis of a disability. Civicorps is committed to providing equal access and opportunities to job applicants and employees with qualified disabilities, and prohibits discrimination on the basis of disability in the application process and the employment relationship.

Civicorps will provide a reasonable accommodation for the known physical or mental disability of a qualified employee or applicant, unless doing so would pose an undue hardship or direct threat to the health or safety of the individual or others.

Any applicant or employee who requires an accommodation under the ADA in order to perform the essential functions of the job should contact Human Resources immediately.

An individual who has requested a reasonable accommodation must provide certain information from an appropriate health care professional. In general, the information provided must be sufficient to substantiate that the individual has a disability and requires a reasonable accommodation. This information is confidential and genetic information is not required. The individual with the disability should specify what accommodation he or she needs to perform the job. Civicorps will then conduct an

investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform his or her job. Civicorps will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, Civicorps will make the accommodation.

If you believe you have been subjected to any form of unlawful discrimination, submit a written complaint to Human Resources or the Chief Financial Officer. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses. Civicorps will immediately undertake a thorough and objective investigation and attempt to resolve the situation. If Civicorps determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense, up to, and including, termination. Appropriate action also will be taken to deter any future discrimination. Civicorps will not retaliate against you for filing a complaint and will not knowingly permit retaliation by management, employees or your co-workers.

## ***Ergonomics***

Civicorps is subject to Cal/OSHA ergonomics standards for minimizing workplace Repetitive Motion Injuries (RMIs). Civicorps will make necessary adjustments to reduce exposure to ergonomic hazards through modifications to equipment and processes and employee training. Civicorps encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines.

Civicorps believes that reduction of ergonomic risk is instrumental in maintaining an environment of personal safety and well being and is essential to our business. We intend to provide appropriate resources to create a risk-free environment. If you have any questions about ergonomics, please contact Human Resources.

## ***Unlawful Harassment & Uniform Complaint Procedures***

**Civicorps Schools maintains a zero tolerance policy that prohibits harassment in any form against any person involved in the operations of Civicorps Schools. This prohibition includes sexual harassment.**

Civicorps Schools maintains a strict policy of prohibiting sexual harassment and harassment because of gender, race, color, age, national origin, ancestry, religious creed, marital status, sexual orientation, political belief or activity, veteran status, pregnancy or medical condition, physical or mental disability, or any other characteristic protected under federal and state laws and regulations. Our non-harassment policy applies to **all persons involved in the operations of Civicorps Schools**, including all agents, company vendors, suppliers and customers. Harassment in any form, including verbal, physical and visual conduct, threats, demands and retaliation, is prohibited. It is a violation of this policy for males to harass females or other males, and for females to harass males or other females.

### **Harassment defined:**

Harassment includes, but is not limited to, the following forms of offensive behavior:

- Verbal conduct such as making or using derogatory comments, offensive jokes, slurs, and inappropriate comments about an employee's body or attire;
- Verbal sexual advances or propositions; verbal abuse of sexual nature; graphic verbal commentary about an individual's body; sexually degrading words to describe an individual; suggestive or obscene letters, notes or invitations; visual conduct such as leering or making gestures;
- Displaying sexually suggestive objects or pictures, derogatory posters, photography, cartoons, drawings or gestures; web-surfing sexually explicit sites;
- Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work;

- Threats and demands to submit to sexual requests in order to retain employment or avoid some other loss; offers of job benefits in return for sexual favors;
- Flirtation and sexual innuendoes which could be perceived as sexual harassment even when well intended;
- Retaliation for having reported or threatened to report harassment; making or threatening reprisals after receiving a negative response to sexual advances.
- Using peer pressure to discourage harassment victims from complaining

## Complaint process

If you are the victim of, or a witness to, harassment in the workplace you are required by Civicorps Schools to take Step #2, below, and may take Step #1:

### **1. If appropriate, confront the harasser and ask him/her to stop.**

The harasser may not realize that his/her conduct is offensive. **If it is appropriate and sensible for you to do so**, you may tell the harasser the behavior is unwelcome and ask him/her to stop.

### **2. Report the harassment to your Supervisor/Manager via the *UNIFORM COMPLAINT PROCEDURE as follows:***

Civicorps Schools shall follow uniform complaint procedures when addressing complaints alleging unlawful discrimination based on age, sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability in any program or activity that receives or benefits from state financial assistance. Uniform complaint procedures shall also be used when addressing complaints alleging failure to comply with state and/or federal laws in adult education, consolidated categorical aid programs, migrant education, vocational education, child care and development programs, child nutrition programs, special education programs, and federal school safety planning requirements.

Civicorps Schools acknowledges and respects every individual's right to privacy. Discrimination complaints shall be investigated in a manner that protects the confidentiality of the parties and the facts. This includes keeping the identity of the complainant confidential except to the extent necessary to carry out the investigation or proceedings, as determined by the ED or ED's designee on a case-by-case basis.

The ED or ED's designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Such employees may have access to legal counsel as determined by the ED or ED's designee.

Civicorps Schools prohibits retaliation in any form for participating in complaint procedures, including by not limited to the filing of a complaint or the reporting of instances of discrimination. Such participation shall not in any way affect the status, grades or work assignments of the complainant.

Civicorps Schools recognizes that a neutral mediator can often suggest a compromise that is agreeable to all parties in a dispute. In accordance with uniform complaint procedures, whenever all parties to a complaint agree to try to resolve their problem through mediation, the ED or ED's designee shall initiate mediation. The ED or ED's designee shall ensure that mediation results are consistent with state and federal laws and regulations.

This policy shall be disseminated annually to students, employees, parents or guardians of students, school and district advisory committee, and other interested parties. Civicorps Schools designates the ED as the compliance officer. The compliance officer shall receive and investigate complaints and ensure compliance with the law. The designee appointed by the ED may conduct the investigation.

## Procedures

The following procedures shall be used to address all complaints that allege that Civicorps Schools has violated federal or state laws or regulations governing educational programs. Compliance officers shall maintain a record of each complaint as required for compliance with the California Code of Regulations.

- **Complaint:** a complaint shall be presented in writing by way of a Civicorps Schools Community Complaint Form to the ED, and the complaint must be initiated no later than six (6) months from the date when the alleged discrimination occurred or when the complainant first obtained knowledge of the facts of the alleged discrimination, unless the ED or ED's designee grants an extension of time under 5 CCR 4630(b). A copy of this complaint form is attached to the end of this handbook.
- **Mediation:** Within five (5) days of receiving the complaint, the compliance officer or designee shall informally discuss with the complainant the possibility of using non-binding mediation, and if the information mediation does not resolve the problem within the parameters of the law, the compliance officer or designee shall proceed with this or her investigation of the complaint.

## Investigation of Complaint

The compliance officer or designee shall hold an investigative meeting within ten (10) days of receiving the complaint or an unsuccessful attempt to informally mediate the complaint. The investigative meeting shall provide an opportunity for the complainant or his/her representative to repeat the complaint orally. The complainant and/or his/her representative shall have an opportunity to present information relevant to the complaint. Parties to the complaint may discuss the complaint and question each other or each other's witnesses.

## Response/Resolution

An investigation shall be completed, resolved and decision rendered within sixty (60) days after receiving a request for direct investigation or an appeal request, unless the complainant agrees in writing to an extension of time. The complaint officer or designee shall prepare and send to the complainant a written report of the investigation and decision. The written report shall contain: Findings and disposition of the complaint; corrective actions (if any); rationale for such disposition; and procedures for initiating an appeal within fifteen (15) days of receiving the written report to the California Department of Education.

## Alternative Dispute Resolution

All Civicorps Schools employees and Corpsmembers agree that if a resolution is not possible within this process further action will be done under the **Alternative Dispute Resolution** criteria and documentation set forth on page 6 of this handbook.

## Liability for Harassment

Harassers may be personally liable for their actions. If you, as an employee, are found to have engaged in any form of harassment or if you, as a supervisor, know about such conduct and condone or ratify it, you may be personally liable for monetary damages. Civicorps Schools will not pay damages assessed against you personally in such instances.

**In addition, Civicorps Schools will take appropriate measures – up to and including termination – against any employee or contractor who engages in any form of harassment, including sexual harassment, or who condones or knowingly permits harassment to take place.**



## ***Child Abuse & Neglect Reporting***

Mandatory reporting of suspected child abuse or neglect is required under the California Child Abuse and Neglect Reporting Act by any mandated reporter. "Child" is defined as a person under the age of 18 years. A mandated reporter is any individual who is an employee of a youth organization or public school. The term "child abuse or neglect" includes sexual abuse; neglect defined as the negligent treatment or the maltreatment of a child by a person responsible for the child's welfare under circumstances indicating harm or threatened harm to the child's health or welfare including both acts and omissions on the part of the responsible person; willful cruelty or unjustifiable punishment; unlawful corporal punishment or injury; and abuse or neglect in out-of-home care. Child abuse or neglect does not include a mutual affray between minors or an injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of his or her employment as a peace officer.

All employees of Civicorps Schools must also comply with the reporting responsibilities outlined in the California Child Abuse and Neglect Reporting Act in reporting the concern immediately or as soon as is practicably possible (within 36 hours) by telephone, to child protective services, any police department, sheriff's department, county probation department, if designated by the county to receive mandated reports, or the county welfare department. School district police or security departments are not considered acceptable reporting agencies. The individual making the report must also prepare and send a written report to the reporting agency within 36 hours of receiving the information concerning the incident.

Employees shall not contact the child's family or any other persons to determine or investigate the cause of the suspected abuse or neglect. Any personal interview of the child should be conducted in a professional manner, after consulting with Human Resources. In any investigation of suspected child abuse or neglect, all persons participating in the investigation of the case shall consider the needs of the child victim and shall do whatever is necessary to prevent psychological harm to the child.

## ***Personnel Records***

You have a right to inspect certain documents in your personnel file, as provided by law, in the presence of Human Resources at a mutually convenient time. Employees wishing to review their personnel file must put the request in writing.

The personnel file must be inspected at the Human Resources department. Employees are not allowed to remove any document from their file nor may they make any changes in their file. An employee may take notes during the review of their file. No copies of documents in an employee's file may be made, with the exception of documents that the employee has previously signed. The employee will be required to sign a receipt for any copies of documents. If an employee disagrees with or challenges any information in their file, they can submit a written request explaining why such a change should be made. This procedure does not apply to documents concerning disciplinary matters, pay and promotion or performance appraisals. Disagreements concerning these matters are provided for in applicable procedures.

Civicorps Schools will attempt to restrict disclosure of your personnel file to authorized individuals within Civicorps Schools. Any request for information from personnel files must be directed to Human Resources. Disclosure of personnel information to outside sources will be limited. Only payroll or Human Resources are authorized to release information about current or former employees. However, Civicorps Schools will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations and as otherwise legally required.

## ***Personal Information***

Since changes in personal information affect such things as your tax withholding, receipt of tax forms, and benefits, please notify Human Resources of any change in your name, home address, telephone number, marital status, number of dependents, beneficiaries, or the individuals to notify in case of an emergency.

## ***Employment Verifications***

All requests for employment verifications must be directed to Human Resources. No other manager, supervisor or employee is authorized to release verifications for current or former employees. By policy, Civicorps Schools discloses only the dates of employment and the title of the last position held by former employees. With written authorization from the employee, Civicorps Schools will release salary or wage information to institutions such as banks or credit unions, or prospective employers.

## ***Employment of Relatives***

Civicorps Schools may refuse to hire relatives of present employees if doing so could result in actual or potential problems in supervision, security, safety or morale, or if doing so could create potential conflicts of interest.

Civicorps Schools defines "relatives" as spouses, children, siblings, parents, in-laws and step-relatives. Under most circumstances one relative may not supervise another. If two employees marry or become related, causing actual or potential problems such as those described above, only one of the employees will be retained with Civicorps Schools, unless reasonable accommodations can be made to eliminate the actual or potential problems. The employees will have 30 days to decide which relative will stay with Civicorps Schools. If this decision is not made within the time allowed, the department director will make the decision, taking the employment history and job performance of both employees into account.

## ***Conflicts of Interest***

All employees must avoid situations involving actual or potential conflicts of interest. Personal or romantic involvement with a partnering or sponsoring agency, supplier, or subordinate employee of Civicorps Schools, which impairs an employee's ability to exercise good judgment, creates an actual or potential conflict of interest. Supervisor-subordinate romantic or personal relationships also can lead to supervisory problems, possible claims of sexual harassment and morale problems. In addition, all staff must avoid fraternizing with participants or students.

An employee involved in any of the types of relationships or situations described in this policy should immediately and fully disclose the relevant circumstances to his or her immediate supervisor, or Human Resources, for a determination of whether a potential or actual conflict exists. If an actual or potential conflict is determined, Civicorps Schools may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

## ***Internal Job Postings***

In most cases open positions will be posted internally to allow current employees to submit cover letters and resumes for the newly posted positions. In most cases, employees must be in their current positions for six months before they are entitled to apply for other positions. The employee must notify their manager of their decision to submit their application for consideration. Civicorps Schools will make every effort to fill open positions from within, but reserves the right to select external candidates when deemed appropriate to do so. Occasionally, for legitimate business reasons, some positions will not be posted internally.

# EMPLOYMENT CONDITIONS & CLASSIFICATIONS

## Employment Classifications

For purposes of salary administration and eligibility for overtime payments and employee benefits, Civicorps Schools classifies its employees as defined below. If you change positions during your employment, you will be informed of any change in your status. Please direct any questions you may have to Human Resources or your direct supervisor.

### ***Nonexempt Employees***

Employees who are entitled to be paid overtime in accordance with applicable federal and state wage and law hours. They may be either full-time or part-time employees. They are paid on an hourly basis.

### ***Exempt Employees***

Employees who are not required to be paid overtime in accordance with applicable federal and state wage and hour laws. Executives, professional employees, outside sales representatives, and certain employees in administrative positions are typically exempt. They are paid on a fixed salary basis.

## Employment Status

### ***Full-time Employees***

Employees hired to work Civicorps Schools normal, full-time, 40 hour workweek on a regular basis. Such employees may be "exempt" or "nonexempt" as defined above. They are eligible for employee benefits as described in this handbook as well as those benefits required by law.

### ***Part-time Employees***

Employees hired to work fewer than 40 hours per week on a regular basis. Such employees may be "exempt" or "nonexempt" as defined above. Employees working 30 or more hours per week are eligible for prorated benefits as described in this handbook.

### ***Temporary/Seasonal/Contract/Intern Employees***

Employees engaged to work for a limited period of time to fill a specific need within Civicorps Schools. A temporary/seasonal/contract/intern employee earns no employee benefits except where specifically indicated or required by law. A temporary employee may be offered and may accept a new temporary assignment with Civicorps Schools and still retain temporary status. Temporary/seasonal/contract/intern employees are not eligible for benefits, outside of federal and state mandated benefits, unless specifically stated in employment agreement.

People hired from temporary employment agencies are employees of the agency and not of Civicorps Schools.

## Temporary Transfers

Employees who request a temporary transfer for medical and/or family medical leave reasons will be considered for that transfer if a position exists at the time the transfer is requested and the employee is qualified to perform the job. The employee will be paid in accordance with the responsibilities and duties of the temporary job.

## ***Rehired Employees (Bridging of Time)***

A rehired employee is considered a new employee from the date of the rehire. Civicorps Schools will give credit to employees previously employed by the agency, provided the break in service does not exceed one year for the purposes of PTO accrual only.

## **WORK SCHEDULE & PAY**

### ***Work Schedules***

Civicorps Schools is normally open for business between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Your supervisor will assign your individual work schedule. All employees are expected to be at their desks or workstations at the start of their scheduled shifts, ready to work. The workweek begins at 12:01 a.m. Monday and ends at midnight on Sunday. Civicorps Schools reserves the right to change work schedules and assign employees to special schedules as deemed necessary for effective operations. When a change in work schedule is necessary, every effort will be made to provide reasonable advance notice to the employees.

Any request to change work hours must be approved in advance by the employee's supervisor.

### ***Meal and Rest Periods***

Non-exempt employees are provided with a 30-minute to 1-hour unpaid meal period to be taken approximately in the middle of the workday, and also are allowed a 10-minute paid rest period for every four hours of work or major portion thereof. Your supervisor will schedule your meal and rest periods.

You are expected to observe your assigned working hours and the time allowed for meal and rest periods. Do not leave the premises during your rest period and do not take more than 10 minutes for each rest period. You may leave the premises during your meal period.

### ***Timekeeping Requirements***

All **non-exempt** employees are required to record time worked on a timesheet (Non-Exempt Daily Timesheet) for payroll purposes. Employees must record their own time at the start and at the end of each work period, including before and after the lunch break. Employees also must record their time whenever they leave the building for any reason other than Civicorps Schools business. Any errors on your timesheet should be reported immediately to your supervisor. Your supervisor must initial any changes on the timesheet. **Do not use whiteout to make changes.** Completing another employee's timesheet, allowing another employee to complete your timesheet, or altering a timesheet is not permissible and is subject to disciplinary action.

**Exempt** employees are required to complete the Exempt Employee Work Performed Record Sheet for the purpose of indicating whether or not they worked and what type of payment they should receive.

Due to the limited time frame in which payroll must be processed, all employees are required to complete and submit their timesheets on the designated days. Failure to submit a timesheet is grounds for disciplinary action.

The way in which time is tracked may change from time to time. In the event of any change, employees will be given adequate notice and instruction as to the new procedure.

## ***Payment of Wages***

Paydays are scheduled on the 15th and last work day of the month for the semi-monthly pay periods ending on the 15th day of the month and the last day of the month, respectively. If a regular payday falls on a Saturday or Sunday, employees will be paid on the previous Friday. If a regular payday falls on a holiday, employees will generally be paid on the previous business day and if not, the following business day. Paychecks are normally available by 12:00 p.m. and must be picked up from your supervisor. If you observe an error on your check, please report it immediately to your supervisor.

Civicorps Schools offers direct payroll deposit for all employees. You may begin and stop direct payroll deposit at any time. To begin direct payroll deposit, you must complete the Direct Deposit form (available from payroll) and return it to payroll no later than the final day of the pay period (15th or the last day of the month) that the service is to begin.

To stop automatic payroll deposit, complete the Direct Deposit form (available from payroll) and return it to payroll no later than the final day of the pay period (15th or the last day of the month) that the service is to end. You will receive a regular payroll check on the first pay period after the receipt of the form, provided it is received no later than the final day of the pay period (15th or the last day of the month) that the service is to end.

## ***Call-In Pay for Non-exempt Employees***

Civicorps Schools will pay a minimum of two hours' compensation to employees who are required to report to work on a day other than their normally scheduled workday.

Civicorps Schools will pay employees for half of the regularly scheduled workday if employees report to work as scheduled but no work is available.

Civicorps Schools will not pay employees for reporting under the following circumstances:

1. Interruption of work because of the failure of any or all public utilities; or
2. Interruption of work because of natural causes or other circumstances beyond Civicorps School's power to control.

## ***Pay for Mandatory Meetings/Training***

Civicorps Schools will pay non-exempt employees for their attendance at meetings, lectures and training programs under the following conditions:

- Attendance is mandatory;
- The meeting, course or lecture is directly related to the employee's job; and
- The employee who is required to attend such meetings, lectures or training programs is notified of the necessity for such attendance by his or her supervisor.

The employee will be paid at their regular rate of pay for attendance at meetings, lectures and training programs, including travel time beyond their normal commute time to work. If an overnight stay is required, employees will be paid for the number of hours each day that they would normally be at work plus overtime pay where required by law.

## ***Overtime for Non-exempt Employees***

Non-exempt employees may be required to work overtime as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime. Civicorps Schools will attempt to distribute overtime evenly and accommodate individual schedules. A supervisor must previously authorize all overtime work.

Civicorps Schools provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

- All hours worked in excess of eight hours in one workday or 40 hours in one workweek will be treated as overtime. A workday begins at 12:01 a.m. and ends at midnight 24 hours later. Workweeks begin each Monday at 12:01 a.m.
- Compensation for hours in excess of 40 for the workweek, or in excess of eight and not more than 12 for the workday, and for the first eight hours on the seventh consecutive day of work in one workweek, shall be paid at a rate one-and-one-half times the employee's regular rate of pay.
- Compensation for hours in excess of 12 in one workday and in excess of eight on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay.

Exempt employees may have to work hours beyond their normal schedules, as work demands require. No overtime compensation will be paid to exempt employees.

### ***Reduced Salary for Exempt Employees***

Salaried exempt employees will receive their salary for any week in which they perform any work. For purposes of this salary pay policy, a week is Monday 12:01 a.m. through Sunday midnight. An employee will receive his or her full salary for any week in which an employee does any work, subject to the following rules:

- An employee's salary may be reduced for complete days of absence due to vacations, holiday or personal business, before PTO benefits accrue or after they are exhausted, and incomplete initial and final weeks of work.
- An employee's salary will not be reduced due to a partial week of work due to service as a juror, witness or in the military, or for lack of work.

### ***Advances***

Civicorps Schools permits a limited number of advances against paychecks in emergency situations, as determined by the ED and/or CFO. Employees may receive advances only against money that has been earned, but is unpaid. These advances are dependent upon the financial health of the agency, and require the approval of the ED and/or CFO. Civicorps Schools does not permit advances against accrued vacation.

## **PERFORMANCE**

### ***Employment Responsibilities***

Upon employment, each employee will be given a job description that explains the responsibilities and duties of the tasks associated with his or her position. From time to time, employees may be asked to work on special projects or to assist with other work that is necessary or important to the operation of Civicorps Schools. Employees' cooperation and assistance in performing such additional work is expected.

### ***Performance Evaluations***

Civicorps Schools strives to conduct performance reviews for all of its employees at least once a year. Teachers typically will be reviewed twice each school year.

Your performance evaluations may cover factors such as job criteria, critical duties and tasks of a job, attainment of goals, and Civicorps Schools values. The performance evaluations are intended to make you aware of your progress, areas for improvement and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of Civicorps Schools and depend upon many factors in addition to performance, including availability of funds. After the review, you will be required to sign the evaluation report to acknowledge that it has been presented to you, that you have discussed it with your supervisor and that you are aware of its contents. You may add a rebuttal statement to your review that will be maintained in your personnel file.

### ***Performance Improvement Plan***

Employees who are having performance or behavioral difficulties will be placed on a performance improvement plan. This plan will detail the current issue(s) and outline improvement plan steps and goals to assist the employee in a successful outcome. Performance Improvement Plans will be initiated by the Supervisor and will be done in writing with input from Human Resources. Both the Supervisor and the employee are expected to sign off on the plan and meet at the specified times to work through the issues.

## **DISCIPLINE, TERMINATIONS and GRIEVANCES**

### ***Introduction***

Violation of Civicorps Schools policies and rules may warrant disciplinary action. Civicorps Schools has established a system of discipline that may include verbal warnings, written warnings and suspension. The system is not formal and Civicorps Schools may, at its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to, and including, termination of employment. Civicorps Schools' policy of discipline in no way limits or alters the at-will employment relationship or the right to change an employee's position, job title, job responsibilities, benefits, compensation level, or any other terms and conditions of employment at any time, within its sole discretion, with or without cause or notice.

### ***Voluntary or Involuntary Termination***

Termination is the voluntary (resignation) or involuntary end of the employment relationship between an employee and Civicorps Schools. Should an employee decide to resign, we request that you give your manager two-weeks notice. This will allow Civicorps Schools time to seek a replacement so that an undue burden will not have to be placed on the employee's department. All resignations must be confirmed in writing. Resignation/Voluntary termination also results when an employee fails to report to work for three consecutively scheduled workdays without notice to, or approval by, his or her supervisor.

### ***Return of Civicorps Schools Property***

All Civicorps Schools -owned property, including vehicles, keys, cell phones, pagers, gas cards and credit cards must be returned immediately upon termination of employment.

### ***Termination Pay***

An employee who is terminated by Civicorps Schools will be paid his/her earned wages and earned and unused accrued benefits according to applicable state and federal laws.

## ***Complaint and Grievance Procedure***

Civicorps Schools philosophy is that good relations and communications between employees and management is essential. Each employee is encouraged to request discussion time with his/her supervisor or manager whenever necessary.

Civicorps Schools encourages employees to contact their supervisor/manager regarding work-related controversies, complaints, disputes and misunderstandings. The following voluntary procedure has been established to address these problems:

1. Discuss the situation with an immediate supervisor.
2. If not satisfied with the resolution, please contact your manager or director who will try to resolve the problem.
3. If not satisfied with the resolution, contact the Human Resources Department who will review the matter with the appropriate parties and render a decision on the problem and necessary actions.

**Civicorps Schools has created a voluntary Complaint and Grievance Procedure to administer sound complaint processes. For further information on this procedure, review page 9 and 10 of this document or contact Human Resources.**

## **STANDARDS OF CONDUCT**

### ***Prohibited Conduct***

The following conduct is prohibited and will not be tolerated by Civicorps Schools. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and Civicorps Schools' operations also may be prohibited.

- Falsification of employment records, employment information, or other Civicorps Schools records;
- Recording the work time of another employee or allowing any other employee to record your work time, or falsification of any time card, either your own or another employee's;
- Theft or deliberate or careless damage or destruction of any Civicorps Schools property or the property of any employee or customer;
- Removing or borrowing Civicorps Schools property without prior authorization;
- Unauthorized use of Civicorps Schools equipment, time, materials, or facilities including computers, telephones, cell phones, pagers, email, faxes, mail system or other employer-owned equipment;
- Provoking a fight, fighting or threatening violence during working hours or on Civicorps Schools property;
- Carrying firearms or any other dangerous weapons on Civicorps Schools premises at any time;
- Engaging in criminal conduct whether or not related to job performance;
- Causing, creating or participating in a disruption of any kind during working hours on Civicorps Schools property;



- Insubordination, including but not limited to failure or refusal to obey the instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management;
- Using abusive language at any time on Civicorps Schools premises;
- Failure to notify a supervisor when unable to report to work;
- Unreported absence of three (3) consecutive scheduled workdays;
- Failure to obtain permission to leave work for any reason during normal working hours;
- Failure to observe working schedules, including rest and lunch periods;
- Failure to provide a physician's certificate when requested or required to do so;
- Sleeping or malingering on the job;
- Working overtime without authorization or refusing to work assigned overtime;
- Violating any safety, health, security or Civicorps Schools policy, rule or procedure;
- Committing a fraudulent act or a breach of trust under any circumstances;
- Committing or involvement with any act of unlawful harassment or discrimination of another individual;
- Possession, distribution, sale, transfer or use of alcohol, illegal drugs or controlled substances in the workplace, while on duty, when acting as a representative of Civicorps Schools, or while operating employer owned vehicles or equipment;
- Use of federal funds for non-partisan political or religious activities;
- Violation of personnel policies.

This statement of prohibited conduct does not alter Civicorps Schools policy of at-will employment. Either you or Civicorps Schools remains free to terminate the employment relationship at any time, with or without reason or advance notice.

### ***Off-Duty Conduct***

While Civicorps Schools does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may affect Civicorps Schools' legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect Civicorps Schools' or their own integrity, reputation or credibility. Please be aware that while in uniform, whether on- or off-duty, employees are expected to act as a representative of Civicorps Schools and conduct should be reflective of this. Off-duty conduct by an employee that adversely affects Civicorps Schools' legitimate business interests (use of alcohol or drugs while in uniform) or the employee's ability to perform his or her job will not be tolerated.

### ***Drug and Alcohol Abuse***

Civicorps Schools is concerned about the use of alcohol, illegal drugs or controlled substances as it affects the workplace. Use of these substances, whether on or off the job, can detract from an employee's work performance, efficiency, safety and health. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes Civicorps Schools to the risks of property loss or damage, or injury to other persons.

The use of prescription drugs and/or over-the-counter drugs also may affect an employee's job performance and may seriously impair the employee's value to Civicorps Schools. Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well being of others, must notify a supervisor immediately before starting or resuming work.

The following rules and standards of conduct apply to all employees either on Civicorps Schools property or during the workday (including meals and rest periods). Behavior that violates Civicorps Schools policy includes:

- Possession or use of an illegal or controlled substance or alcohol, or being under the influence of an illegal or controlled substance or alcohol while on the job;
- Driving an Civicorps Schools vehicle while under the influence of an illegal or controlled substance or alcohol; and
- Distribution, sale or purchase of an illegal or controlled substance or alcohol while on the job.

Violation of these rules and standards of conduct will not be tolerated. Civicorps Schools also may bring the matter to the attention of appropriate law enforcement authorities.

In order to enforce this policy, Civicorps Schools reserves the right to conduct searches of Civicorps Schools property or employees and/or their personal property, and to implement other measures necessary to deter and detect abuse of this policy.

An employee's conviction on a charge of illegal sale or possession of any controlled substance while off Civicorps Schools property will not be tolerated because such conduct, even though off duty, reflects adversely on Civicorps Schools. In addition, Civicorps Schools must keep people who sell or possess controlled substances off Civicorps Schools' premises in order to keep the controlled substances themselves off the premises.

Civicorps Schools will encourage and reasonably accommodate employees with alcohol or drug dependencies to seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave. Civicorps Schools is not obligated to provide assistance to cover the cost of the treatment or rehabilitation plan. In addition, Civicorps Schools is not obligated to continue to employ any person whose performance of essential job duties is impaired because of drug or alcohol use, nor is Civicorps Schools obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect Civicorps Schools' treatment of employees who violate the regulations described previously. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

Civicorps Schools reserves the right to conduct a drug or alcohol screening test as part of the pre-placement process for new hires, transfers and promotions; and where there is a good faith belief that substance or alcohol abuse is affecting the safety, productivity and/or work-related performance of any employee.

In addition, employees must notify their supervisor, the ED or Human Resources of any criminal drug statute conviction for any violation occurring in the workplace no later than five (5) days after such a conviction. Civicorps Schools shall in turn notify any federal or state agency funding the activities of said employees within ten (10) calendar days after receiving notice from an employee or otherwise receiving such notice of an employee's conviction. Any activity leading to such conviction will be subject to disciplinary action and rehabilitation treatment as detailed in this policy.

Civicorps Schools believes that the majority of our employees share our commitment to maintaining an environment free of substance abuse, and will do their part in ensuring that Civicorps Schools is indeed safe, pleasant and productive.

### ***Punctuality and Attendance***

As an employee of Civicorps Schools, you are expected to be punctual. Any tardiness or absence causes problems for your fellow employees. When you are absent, others must perform your assigned work. Employees are expected to report to work as scheduled, on time and prepared to start work. Employees also are expected to remain at work for their entire work schedule except for meal periods or when required to leave on authorized Civicorps Schools business. Late arrival, early departure or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided.

If you are unable to report for work on any particular day you must under all but the most extenuating circumstances call your supervisor and leave a voice mail message at least one hour before the time you are scheduled to begin working that day. If you call less than one hour before your scheduled time to begin work and do not arrive in time for your assigned shift, you will be considered tardy for that day. In all cases of absence or tardiness, employees must provide their supervisor with an honest reason or explanation. Employees also must inform their supervisor of the expected duration of any absence. Excessive absenteeism or tardiness will not be tolerated and may be grounds for termination.

If you fail to report for work without any notification to your supervisor and your absence continues for a period of three days, Civicorps Schools will consider you to have abandoned your employment.

### ***Dress Code and Other Personal Standards***

Each employee is a representative of Civicorps Schools and, therefore, it is important that each employee report to work wearing appropriate dress. Civicorps Schools uniform symbolizes the service that we provide to the community. In addition, staff serves as role models and educators to participants and therefore should model professional behavior through appropriate work attire.

Although some departments may wear a different uniform than others, all employees must wear a uniform as described below. The uniforms are designed to fit the needs of the job, and above all, make the statement of our solidarity and our commitment to providing a service to the community.

There may be circumstances where it is appropriate to wear something other than one of the uniforms described below. The manager of each department has the discretion to diverge from this policy as appropriate, and also has the responsibility to ensure that their staff follows the guidelines set out by this policy.

The following departments must wear the field uniform:

- Job Training
- Recycling

The field uniform consists of black issued pants, long or short-sleeved gray work shirts, gray Civicorps Schools T-shirt, work boots, and work jacket. Civicorps Schools sweatshirt may be worn with the gray work shirt as well as Civicorps Schools baseball hat or beanie. Civicorps Schools T-shirts may be worn in the field only when crews are working in remote areas out of the public eye or at the discretion of the supervisor as conditions dictate for health and safety reasons.

The Corpsmember Academy staff must wear the in-house uniform or professional attire. The in-house uniform is Civicorps Schools' emblem polo shirt or sweatshirt and a black or khaki colored skirt or slacks.

Other departments may wear the in-house uniform or professional attire. **If wearing professional attire, items that are not acceptable include blue jeans, shorts, mini-skirts and ripped, torn or dirty clothing, flip flops, sneakers, and beach shoes.**

At the time of hire, uniform employees will receive their initial set of uniforms as follows:

**Teacher Uniforms:**

2 shirts  
1 Sweatshirt

**Field Uniforms:**

2 Shirts  
2 pairs of Pants  
1 Work Jacket  
1 pair of Work Boots  
1 pair of Suede Work Gloves  
1 Baseball Hat or Beanie

Annually, on the anniversary date of the employee's hire date, the following uniform allotment will be authorized:

**Field Uniforms:**

2 Shirts  
2 pairs of Pants  
1 resole of Work Boots or if necessary, a new pair

Employees, at any time, may also purchase additional pieces of the uniform at their own cost.

## ***Confidentiality***

Each employee is responsible for safeguarding confidential information obtained during employment. In the course of your work, you may have access to confidential information regarding Civicorps Schools, its suppliers, its business partners or even fellow employees. You have a responsibility not to reveal or divulge any such information unless it is necessary for you to do so in the performance of your duties. Access to confidential information is on a "need-to-know" basis and must be authorized by your supervisor. Any breach of this policy will not be tolerated and legal action may be taken by Civicorps Schools.

## ***Business Conduct and Ethics***

Employees should avoid accepting sizeable or excessive gifts or gratuities from any customer, vendor, supplier or other person doing business with Civicorps Schools because doing so may give the appearance of influencing business decisions, transactions or services. If you are ever unsure whether a gift or gratuity is appropriate, please discuss it with your supervisor.

## ***External Communications***

Employees occasionally may be approached for interviews or comments by the news media. Civicorps prohibits outside communications with outside attorneys, investigators and media agents on behalf of Civicorps without prior authorization from the Executive Director. Violation of this policy may result in termination.

## ***Notice Posting***

Civicorps Schools notices and notices required by law are regularly posted on our bulletin board(s) or designated area(s). Employees should make it a practice to review them frequently so that they can keep current regarding news about Civicorps Schools. Employees may not post or remove items on the bulletin board(s) or designated area(s) without approval by their manager. The same restrictions apply to bulletin boards located in employee break areas. Employees who wish to post on the bulletin board should obtain approval from their Manager or Director.

## ***Smoking Policy***

Civicorps prohibits smoking in all locations on school property except where specifically designated. Use of tobacco products is permitted only in designated areas during authorized rest breaks and meal periods. In addition, all local, city and state smoking ordinances must be followed.

## ***Change of Status***

Employees who change their name, address, telephone number, dependent status (for purposes of tax withholdings), insurance coverage for themselves or their dependents and/or their insurance beneficiaries should advise Human Resources in writing of the change. Failure to do so may result in distribution of insurance benefits or payroll in a manner contrary to the employee's wishes.

# **Operational Considerations**

## ***Inspection and Searches on Company Premises***

Lockers, computers, desks, vehicles and other employer-owned property are Civicorps property and must be maintained according to Civicorps rules and regulations. They must be kept clean and are to be used only for work-related purposes. Civicorps reserves the right to inspect all Civicorps property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence.

No personal locks may be used on Civicorps -provided lockers unless the employee furnishes a copy of the key or the combination to the lock to both Human Resources *and* the employee's supervisor.

Unauthorized use of a personal lock by an employee may result in losing the right to use the locker.

Civicorps may periodically need to assign and/or change passwords and personal codes for voice mail, e-mail, alarm systems or computer access. These communication technologies, related storage media and databases are to be used only for Civicorps business and they remain the property of the Organization.

Civicorps reserves the right to keep a record of all passwords and codes used and may override any such password system. Prior authorization must be obtained before any Civicorps property may be removed from the premises.

For security reasons, employees should not leave personal belongings of value in the workplace. Personal items are subject to inspection and search, with or without notice, and with or without the employee's prior consent.

Terminated employees should remove any personal items at the time they leave the agency. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

## **Computer and Telecommunication Resources Policy**

Civicorps has created this Computer and Telecommunication Resources Policy to ensure that its resources are used properly by all personnel, including but not limited to employees, participants, consultants, and other persons working with Civicorps who use the e-mail system.

Employees have no reasonable expectation of privacy as all information that is composed, transmitted, accessed or received via company technology resources is part of the official company records and is subject to access by the company, law enforcement or third parties.

The rules and obligations described in this policy apply to all users of the resources, wherever the user may be located. It is every person's obligation to use the resources responsibly, professionally, ethically and lawfully.

- (a) Business Use. The electronic mail (e-mail) system is meant to be used for business purposes of Civicorps. Personal e-mail accounts are not to be used for professional communications.
- (b) Ownership. All email accounts and all information and messages that are created, sent, received or stored on the e-mail system of Civicorps is the sole property of Civicorps and are not the properties of the employee or other personnel.
- (c) Email Review. All e-mail is subject to the right of Civicorps to monitor, access, read, delete, copy, disclose and use such e-mail without prior notice to the originators and recipients of such e-mail. E-mail may be monitored and read by authorized personnel for any violations of law, breaches of Civicorps policies, communications harmful to Civicorps, or for any other reason.
- (d) E-mail Content. Emails should be professional, courteous and in compliance with all applicable laws. **Use of "All Civicorps" emails are limited to supervisor level and above. If employees want to send an "All Civicorps" email; please obtain authorization from your supervisor prior to sending.**
- (e) Security. The e-mail system is only to be used by authorized persons, and personnel must have been issued an e-mail password in order to use the system. Personnel shall not disclose their codes or passwords to others and may not use someone else's code or password without express written authorization from an authorized officer of Civicorps.
- (f) No Presumption of Privacy/Confidentiality. E-mail communications should not be assumed to be private and security cannot be guaranteed. Highly confidential or sensitive information should not be sent through e-mail. Personnel are required to use email in a manner that will not risk the disclosure of proprietary and other information to persons outside Civicorps. In addition, Civicorps reserves the right to monitor its employees' email communications.
- (g) Message Retention and Creation. Users expressly waive any right of privacy in anything they create, store, send, or receive on or through the resources, regardless of whether such material may be protected by password or other special entry code or procedure. Civicorps makes its resources available to users solely to assist them in the performance of their jobs. Access to resources is within the sole discretion of Civicorps and use of the resources is a privilege that may be revoked at any time. Generally, users are given access to our various technologies based on their job functions. Only employees whose job performance will benefit from the use of Civicorps' resources will be given access to the necessary resources.

- (h) Viruses. Any files downloaded from e-mail received from non-Civicorps sources must be scanned with Civicorps' virus detection software. If a computer does not have a virus protection system and/or any viruses, suspected tampering or system problems should be immediately reported to our network administrator.
- (i) Passwords. All passwords must be made known to network administrator. The use of passwords to gain access to our computer systems or to access specific files does not provide users with an expectation of privacy in connection therewith.
- (j) Retention in the Event of Litigation, subpoena, or Regulatory Inquiry. It is Civicorps' policy to comply with all legal proceedings. In the event of any litigation, subpoena, regulatory inquiry, criminal proceeding, or the like, our personnel are prohibited from deleting, discarding, or destroying any emails or any other documents relating in any way to the litigation, subpoena, regulatory inquiry, criminal proceeding, or the like.
- (k) No Waiver. Any delay or failure to discipline personnel for violations of this policy will not constitute a waiver of the rights of Civicorps.
- (l) Prohibited Acts. Users may not use the resources of Civicorps for any illegal purpose, violation of any Civicorps policy, in a manner contrary to the best interests of Civicorps, in any way that discloses confidential information of Civicorps or third parties, or for personal or pecuniary gain. Provided below is a non-exclusive list of prohibited acts associated with use of the resources of Civicorps. When considering the appropriateness of engaging in a particular act, users should be guided by both the specific prohibitions and the other mandates set forth in this policy. Prohibited activities include:
  - (i) Using any words, images or references that could be viewed as libelous, harassing, illegal, derogatory, discriminatory, or otherwise offensive.
  - (ii) Using the resources of Civicorps to transmit, receive, or store any information that might be considered inappropriate in the workplace, including, but not limited to, messages or images that are lewd, obscene, sexually explicit, or pornographic (e.g., sexually explicit or racial messages, jokes, or cartoons).
  - (iii) Creating or transmitting messages or images that might be considered inappropriate, harassing or offensive due to their reference to race, sex, age, sexual orientation, marital status, religion, national origin, physical or mental disability, or other protected status.
  - (iv) Downloading, copying or transmitting documents or software protected by third party copyrights in violation of those copyrights. Without prior consultation with the Network Administrator, users may not do any of the following: (1) copy software for use on their home computers; (2) provide copies of software to any independent contractors or participants of Civicorps programs or to any other third party; (3) install software on any of Civicorps' workstations or servers; (4) download any software from the Internet or other on-line service to any Civicorps' workstations or servers; (5) modify, revise, transform, recast, or adapt any software; or (6) reverse-engineer, disassemble, or decompile any software. Any user with a question concerning a copyright issue, or who becomes aware of any misuse of software or violation of copyright law, should contact the Human Resources Department.

- (v) Using encryption devices and software that have not been expressly approved by Civicorps.
- (vi) Deliberately performing acts that waste any of the resources or unfairly monopolize any of the resources to the exclusion of others. These acts include, but are not limited to, using the e-mail system for other than business-related communications (or occasional and necessary personal communications, as described in section b), sending multiple pictures using the e-mail system (unless specifically authorized to do so and business-related), sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, engaging in on-line chat groups, printing multiple copies of large documents, undertaking excessively large OCR scanning projects, or otherwise creating unnecessary network traffic.

Note: Questions regarding e-mail technical usage or terms contained in this policy should be directed to the Network Administrator and/or the Human Resources Department.

Questions about access to electronic communications or issues relating to security should be addressed to Human Resources.

### ***Cell Phone Policy***

Cell phones are to be used for Civicorps business only. Outgoing personal calls, except in an emergency, are not allowed. Downloading or accessing the Internet generates additional charges and is therefore also not allowed. Any user found to be exceeding average minutes (a figure based on all users) may face disciplinary actions, which may include losing cell phone privileges, re-paying the Company for unauthorized usage costs and/or other disciplinary action.

Incoming calls to users from callers outside the company are reported as minutes used on the account and could push a user over the average minute usage; therefore, employees should not use their Civicorps cell phones to receive personal calls except in emergencies.

In the interest of the safety of our employees and other drivers, Civicorps Schools' employees are prohibited from using cell phones while driving on Civicorps business and/or Civicorps time. If your job requires that you keep your cell phone turned on while you are driving, you must use a hands-free device and safely pull off the road before conducting company business. Under no circumstances should employees place phone calls while operating a motor vehicle while driving on Civicorps business and/or time.

Civicorps will NOT assume liability for any traffic violations or fines if you are ticketed for driving and using your cell phone in ways that violate current city, county or state regulation.

### ***Conducting Personal Business***

We recognize that employees may need to conduct some limited personal business (e.g. personal phone calls) during work hours. Employees should make all efforts to conduct personal business during their breaks and lunch period. Excessive use of work hours for personal business will not be tolerated and disciplinary action will be taken to control abuse of this policy. Employees may not conduct business for another employer during their scheduled working hours.



## ***Off-Duty Use of Facilities***

Employees are prohibited from remaining on Civicorps Schools premises or using Civicorps Schools facilities while not on duty. Employees are expressly prohibited from using Civicorps Schools facilities, Civicorps Schools property or Civicorps Schools equipment for personal use.

## ***Employee Property***

An employee's personal property, including, but not limited to, packages, purses and backpacks, may be inspected upon reasonable suspicion of unauthorized possession of Civicorps Schools property. For Insurance purposes, employees' personal property is not covered by our liability insurance for damages resulting from theft, fire or any other cause while on the premises, and you are requested to keep personal items to a minimum.

## ***Security/Workplace Violence***

Civicorps Schools has developed guidelines to help maintain a secure workplace. Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances, exits and service areas. Report any suspicious persons or activities to your supervisor.

Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable and/or personal articles in or around your workstation that may be accessible. The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks.

You should immediately notify your supervisor when unknown persons are acting in a suspicious manner in or around the facilities, or when keys, security passes or identification badges are missing. Civicorps Schools workplace security and violence program is described in detail in the Civicorps Schools Illness and Injury Prevention Program (IIPP). This document is available from the HR office.

## ***Health and Safety***

Civicorps Schools is committed to the safety and health of all employees. Maintaining a safe work environment requires everyone's cooperation. When in doubt about how to safely perform a job, please ask your supervisor for assistance. Immediately report any suspected unsafe conditions and all injuries that occur on the job. Compliance with safety rules is a condition of employment.

In compliance with Proposition 65, Civicorps Schools will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

## ***Parking***

Employees may park their vehicles in any Civicorps Schools marked space, if space permits. If space is unavailable, employees must park in permissible public areas on the streets in the vicinity of Civicorps Schools property. Employees may not use parking areas specifically designated for visitors, other companies or Civicorps Schools vehicles. Civicorps Schools is not responsible for any loss or damage to employee vehicles or contents while parked on Civicorps Schools property.

## ***Solicitation and Distribution of Literature***

Employees are expected to avoid solicitations and distribution of literature that disrupt the efficient operation of Civicorps Schools' business and/or their co-worker's productivity. No employee shall represent Civicorps Schools in support of any cause or organization unless directed to do so by his or her

manager. Any employee who is in doubt concerning the application of these guidelines should consult with his or her supervisor.

Unless part of a school sponsored event; under no circumstances will non-employees be permitted to solicit or to distribute written material for any purpose on Civicorps Schools property.

### ***Vehicle Safety Program for Employees who are Required to Drive***

Many employees operate agency owned, rented or personal vehicles as part of their jobs. Employees are expected to operate vehicles safely to prevent accidents/damage which may result in injuries and/or property loss. It is the policy of Civicorps Schools to provide and maintain a safe working environment to protect our employees and the citizens of the communities where we conduct business from injury and property loss. Civicorps Schools is committed to promoting a high level of safety awareness and responsible driving behavior in its employees. Our efforts and the commitment of employees will prevent vehicle accidents and reduce personal injury and property loss claims.

Civicorps Schools will obtain and review a Motor Vehicle Record (MVR) prior to employment for those individuals seeking positions that require driving a Civicorps Schools or rented vehicle. Once employed, Civicorps Schools will receive from the DMV at least every 12 months an updated MVR for every employee insured under our plan.

Each MVR will be evaluated using either an applicant or employee point system and will be retained in the employee's driver file. Applicants with a disqualifying score will be ineligible for hire. Employees with a disqualifying score will lead to immediate revocation of driving privileges. In most cases, revocation of driving privileges will lead to termination.

Applicants and employees, who drive their personal vehicles on behalf of Civicorps Schools business, are required as part of our general liability insurance, to submit proof of auto insurance and registration. This policy covers any individual who will submit mileage reimbursement for the use of a personal vehicle in the course of work or volunteering for Civicorps Schools. Each person is required to furnish proof of auto insurance and registration annually.

Employees who drive their own vehicles on Civicorps Schools business will be reimbursed at a rate per mile that may be adjusted from time to time.

Employees are required immediately to report to their supervisors any of the following:

- Any type of moving violation, speeding ticket, parking ticket or accident either while driving a Civicorps Schools or non- Civicorps Schools vehicle;
- Any type of violation that would affect the employee's driving status (i.e., court ordered drivers license suspension for child support violations); and
- Loss or denial of personal auto insurance or registration.

Failure to inform Civicorps Schools of any of the above described incidents that would affect the employee's driving status may lead to revocation of driving privileges for Civicorps Schools business. In most cases, revocation of driving privileges will lead to termination. In addition, employees agree to the following:

- To complete daily vehicle inspections. If there are any safety problems with the vehicle, the vehicle should not be driven and the Operations Supervisor must be notified immediately;
- To operate all vehicles in a safe manner; to wear seat belts whenever the vehicle is in motion and require other occupants to do so; to use a spotter at all times; to remove all tools and equipment from the vehicle daily with the exception of those items assigned to the vehicle; and to not use a cellular phone or similar device unless the vehicle is safely parked;
- To clean the interior of vans daily and wash the exterior weekly, before Friday afternoon;
- Only insured Civicorps Schools employees/participants operate agency vehicles;

- To maintain a valid California driver's license;
- Employees are responsible for the coverage of passengers while driving personal vehicles to conduct agency business.

For a complete description of this policy, please review the Vehicle Safety Program Manual.

### ***Expense Accounts***

Employees who have expense accounts or who have incurred business expenses must submit required receipts and the Expense Reimbursement and/or Mileage Form to the Accounts Payable Administrator in the Finance department. In order to process requests for reimbursements, employees must have their department manager sign the appropriate form.

If you have any questions about Civicorps Schools' expense reimbursement policy, contact the Controller.

### ***Spending Authority***

Some Directors and Senior Executives may be granted spending authority as part of their position. It should be noted that:

- All contracts must be signed by the Executive Director.
- Each Director or Senior Executive will be given a spending limit from the Controller's Office.

## **Employee Benefits**

### ***Holidays***

#### **Teachers**

Teachers follow the school calendar set for each academic year and are ineligible for vacation or paid holidays other than what is included in the school calendar.

#### **All Employees Other than Teachers**

Regular full and part-time employees who work a minimum of 30 hours per week are eligible for holiday pay. Part-time employees will be paid proportionately to the number of hours they normally work. Temporary employees are not eligible for holiday pay.

Civicorps Schools observes the following paid holidays:

- January 1st - New Year's Day
- Martin Luther King Jr.'s Birthday
- Presidents' Day
- Memorial Day
- July 4th - Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day and the following Friday
- Christmas Day
- One additional holiday. TBD based on year.

When a holiday falls on a Saturday, generally it will be observed on the preceding Friday and when it falls on a Sunday generally it will be observed on the following Monday.

To be eligible for a paid holiday you must be regularly scheduled to work on the day on which the holiday is observed and must work your regular schedule on the days immediately preceding and immediately following the holiday, unless an absence on either day is approved in advance by your supervisor. If you are required to work on a paid scheduled holiday, you will receive your regular pay and be permitted to take those hours off within the following two pay periods to make up for the time worked on the holiday. Employees who are on unpaid leave at the time of the holiday will not receive holiday pay.

## **Winter Leave**

All regular full- and part-time employees who work a minimum of 30 hours per week are eligible for Winter Leave. Temporary employees are not eligible for Winter Leave pay. For complete Teacher Winter Leave Policy – see page 43.

Civicorps Schools will be closed from December 25<sup>th</sup> and will reopen the first business day following New Years Day. Winter Leave will begin December 26<sup>th</sup> and extend through New Years Eve day (December 31). You will be eligible for your regular rate of pay for each of the days you would have normally worked between December 26<sup>th</sup> and December 31<sup>st</sup>. Part-time employees will be paid proportionately to the number of hours or days they normally work.

Winter Leave may only be used between December 26<sup>th</sup> and December 31<sup>st</sup>. It cannot be carried over from year to year nor can it be converted to cash.

Only under unusual circumstances may employees work during the Winter Leave. Employees must get prior authorization from their manager and director. In accordance with the law, non-exempt employees will be paid their regular rate of pay for the time that they work plus the Winter Leave pay and exempt employees will only be paid for the Winter Leave.

Employees on leave without pay status on the working day immediately preceding and immediately following the Winter Leave will not receive the leave pay.

## **PTO (Paid-Time-Off)**

All permanent employees other than teachers accrue PTO (Paid Time Off) in place of sick and vacation time. See page 39 for Teacher, Part-Time and Seasonal Employee specific leave policies.

Regular full- and part-time employees who work a minimum of 30 hours per week accrue PTO in accordance with the following policy:

Accrual rates for PTO are the following:

- 0-3 Years                      15 days per year
- 3+ -10 Years                20 days per year
- 10+ Years                    25 days per year

Employees working less than 40 hours per week but a minimum of 30 hours per week accrue PTO proportionately to the number of hours worked.

Employees can accrue up to 250 hours of PTO (“the Cap”). Once the Cap is reached, no further PTO will accrue until some PTO is used. When some PTO is used, PTO will begin to accrue again up to the Cap. An employee with a negative PTO balance taking time off will be considered as taking leave without pay.

Vacation schedules must be coordinated and cleared with your supervisor. Civicorps Schools schedules determine permissible vacation periods, which employees may need to defer or otherwise adjust accordingly.

All accrued unused PTO will be paid upon the employee's separation from employment in accordance with California law.

Employees on unpaid leave do not accrue PTO time.

If a holiday occurs during a vacation period, the employee will be paid the holiday rate for that day and will not be charged for that day.

**NOTE: Teaching staff, Part-time staff and Seasonal employees do not accrue PTO.**

## ***Insurance Benefits***

### **Health Benefits**

Civicorps Schools offers a comprehensive health insurance plan for eligible employees. Eligible employees will also be provided, at no cost to the employee, with disability and life insurance coverage even if the employee chooses to waive coverage for the health plan.

Permanent and Temporary full- and part-time employees, who work at least 30 hours per week, are eligible for health insurance on the first day of the month following the completion of 60 days of service.

Employees pay a portion of the monthly premium for employee health benefits. Civicorps pays the remainder of the premium for eligible employees up to the designated benchmark. Employees will be notified of their contribution amount at the time they sign up for the specific benefit. Eligible employees may be responsible for a portion of the monthly premium costs for their dependents' coverage.

In the event of an increase in health insurance premium rates, all employees may be required to contribute to the cost of increased premiums to retain coverage. Details about health insurance coverage are available in a separate publication from Human Resources.

### **Section 125/129 Flexible Spending Plans**

Civicorps Schools provides, at no cost to employees a Premium Only Plan (POP) which allows employees to pay for monthly health premiums with pre-tax dollars. This means your health premiums are subtracted from your gross pay before federal, state and social security (FICA) taxes are applied. The 125 Plan Document is in all cases controlling and supersedes any inconsistent terms in this manual. We also offer employees' access to a Medical Reimbursement and Dependent Care option within this program that is funded 100% by the employee. These options will be explained to you during your new hire orientation and during open enrollment.

### **Section 132 Commuter Choice Tax Benefit**

Employees are able to deduct pre-tax up to the federal published limit each year, expenses for public transit including BART, buses, and van pools and / or work-related parking expenses. Details regarding this deduction are available from Human Resources.

### **Guaranteed Ride Home**

Through this program, you will be issued a voucher good for a free taxi ride home if you have an emergency and you have walked, bicycled, carpooled, or taken the train, bus or ferry on the day the Guaranteed Ride home is used.

### **Disability Insurance**

Each employee contributes to the State of California to provide short-term disability insurance mandated by the California Unemployment Insurance Code. Long-term disability insurance coverage (after a 90 day

benefit waiting period) is provided at no cost to the employee. Contributions are made through a payroll deduction. Disability insurance benefits are payable when you cannot work because of illness or injury not caused by employment at Civicorps Schools or when you are entitled to temporary workers' compensation at a rate less than the daily disability benefit amount. Specific rules and regulations governing disability are available from Human Resources.

## ***Workers' Compensation***

Civicorps Schools, in accordance with state law, provides insurance coverage for employees in case of work related injuries. Employees who become injured or ill resulting from their work at Civicorps Schools must:

- Immediately report any work-related injury or illness to your supervisor;
- Seek medical treatment at the agency's chosen health care provider and follow-up care if required;
- Complete a written Claim Form and return it to your supervisor; and
- Ensure that Civicorps Schools receives certification from the health care provider regarding the need for workers' compensation disability leave, as well as your eventual ability to return to work from the leave.

Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, the employee under most circumstances will be reinstated to his or her same position held at the time the leave began, or to an equivalent position, if available. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee on workers' compensation leave would have been laid off had he or she not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining Civicorps Schools' ability to operate safely and efficiently during the leave, and no equivalent or comparable positions are available, then the employee would not be entitled to reinstatement.

An employee's return depends on his or her qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of his or her job because of a physical or mental disability, Civicorps Schools' obligations to the employee may include reasonable accommodation, as governed by the ADA (Americans with Disabilities Act).

The law requires this agency to notify the workers' compensation insurance company of any concerns of false or fraudulent claims.

## ***Leaves of Absence***

### **Personal Leave of Absence**

Civicorps Schools may grant leaves of absence to employees in certain circumstances. Request any leave in writing as far in advance as possible, keep in touch with your supervisor or Human Resources during your leave, and give prompt notice of any change in your anticipated return date. If your leave expires and you fail to return to work without contacting your supervisor or the Human Resources office, Civicorps Schools will assume that you do not plan to return and that you have terminated your employment.

Upon returning from a leave of absence, you will be offered the same position you held at the time your leave began, if available. If your former position is not available, a comparable position will be offered if legally mandated. If neither the same nor a comparable position is available, your return to work will

depend on job openings existing at the time of your scheduled return. Civicorps Schools makes no guarantees of reinstatement, and your return will depend on your qualifications for existing openings.

Any leave taken under this provision qualifying as leave under the state and/or federal family/medical leave acts will be counted as family/medical leave and charged to your entitlement of 12 workweeks of family/medical leave in a 12-month period. California workers' compensation laws govern work-related injuries and illnesses leaves. California pregnancy disability laws govern leaves taken because of pregnancy, childbirth, and related medical conditions.

## **Family Medical Leave Act (FMLA)/California Family Rights Act (CFRA)**

### **Eligibility for FMLA/CFRA Leave**

Employees who have more than 12 months of service, who have worked at least 1,250 hours during the previous 12-month period before the date the leave is to begin, and who are employed at a work site where Civicorps Schools maintains on the payroll (as of the date of the leave request) at least 50 part- or full-time employees within 75 miles (measured in road miles) of the work site where the employee requesting the leave works, are eligible under federal (FMLA) and state (CFRA) family leave laws to take up to a maximum of 12 workweeks of unpaid family/medical leave within a 12-month period. Family/medical leave time is permitted for the birth of the employee's child, or placement of a child with the employee for adoption or foster care, to care for the employee's spouse, child or parent who has a serious health condition, or for a serious health condition that makes the employee unable to perform his or her job.

### **Requests for FMLA/CFRA Leave**

Please contact Human Resources as soon as you realize the need for family/medical leave. If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family member, the employee must notify Civicorps Schools at least 30 days before leave is to begin. The employee must consult with his or her supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of Civicorps Schools. Any such scheduling is subject to the approval of the health care provider of the employee or the health care provider of the employee's child, parent or spouse. If the employee cannot provide 30 days' notice, Civicorps Schools must be informed as soon as practical.

If the FMLA/CFRA request is made because of the employee's own serious health condition, Civicorps Schools may require, at its expense, a second opinion from a health care provider that Civicorps Schools chooses. The health care provider designated to provide a second opinion will not be one who is employed on a regular basis by Civicorps Schools. If the second opinion differs from the first opinion, Civicorps Schools may require, at its expense, the employee to obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on Civicorps Schools and the employee.

When both parents are employed by Civicorps Schools and request simultaneous leave for the birth, adoption or foster care of a child, Civicorps Schools will not grant more than 12 workweeks total of family/medical leave for each employee.

Leave granted under any of the reasons provided by state and federal law will be counted as family/medical leave and will be considered as part of the 12-workweek entitlement in a 12-month period. The 12-month period is measured forward from the date any employee's first family/medical leave begins. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

Employees may take FMLA/CFRA leave intermittently (in blocks of time, or by reducing their normal weekly or daily work schedule) if the leave is for the serious health condition of the employee's child, parent or spouse, or of the employee, and the reduced leave schedule is medically necessary as

determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is 1 hour.

### **Certification by Health Care Providers**

Civicorps Schools requires employee's to provide certification as explained below within 15 days of any request for FMLA/CFRA leave, unless it is not practicable to do so. Civicorps Schools may require recertification from the health care provider if additional leave is required.

- If the leave is needed to care for a sick child, spouse or parent, the employee must provide a certification from the health care provider stating:
  - Date of commencement of the serious health condition;
  - Probable duration of the condition;
  - Estimated amount of time for care by the health care provider; and
  - Confirmation that the serious health condition warrants the participation of the employee.
  
- If an employee cites his or her own serious health condition as a reason for a leave, the employee must provide a certification from the health care provider stating:
  - Date of commencement of the serious health condition;
  - Probable duration of the condition; and
  - Inability of the employee to work at all or to perform any one or more of the essential functions of his or her position because of the serious health condition.

Civicorps Schools will require certification by the employee's health care provider that the employee is fit to return to his or her job.

Failure to provide certification by the health care provider of the employee's fitness to return to work will result in denial of reinstatement for the employee until the certificate is obtained.

### **Coordination with Health Insurance**

An employee taking family/medical leave will be allowed to continue participating in any health and welfare benefit plans in which he or she was enrolled before the first day of the leave at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. Civicorps Schools will continue to make the same premium contribution as if the employee had continued working. The employee will also have to continue paying his or her share of the benefits premiums. Failure to do so will result in cancellation of coverage. The continued participation in health benefits begins on the date leave first begins under FMLA/CFRA. In some instances, Civicorps Schools may recover from an employee premiums paid to maintain health coverage if the employee fails to return to work following family/medical leave.

Employees on family/medical leave who are not eligible for continued paid coverage may continue their group health insurance coverage through Civicorps Schools in conjunction with federal COBRA guidelines by making monthly payments to Civicorps Schools for the amount of the applicable premium. Employees should contact Human Resources for further information.

### **Use of Accrued Paid Leave Time for Family/Medical Leave**

Paid leave may be substituted for unpaid leave in the following circumstances:

- Vacation may be used for any family/medical leave qualifying event;
- Accrued PTO may be used only for the employee's own serious health condition except as allowed in the PTO Policy.



## **Return from Family/Medical Leave**

Under most circumstances, upon return from family/medical leave, an employee will be reinstated to his or her original job or to an equivalent job with equivalent pay, benefits and other employment terms and conditions.

However, an employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave. For example, if an employee on family/medical leave would have been laid off had he or she not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of family/medical leave will not result in the loss of any employment benefit that the employee earned before using family/ medical leave.

## **California Paid Family Leave Insurance**

As of July 1, 2004 most California employees are eligible for up to six weeks of partial pay, per twelve month period, while taking time from work to care for a new child or sick family member. The payments are distributed by the EDD, a state agency, not by Civicorps Schools. California's Paid Family Leave program does not create a right to take a leave of absence if one does not exist under the law.

Employees may take this leave in order to:

- Care for a child, husband, wife, domestic partner, or parent because of a serious health problem; or
- Bond with a new baby, adopted or foster child (this is for both mothers and fathers).

For additional information, please contact Human Resources, call 1-877-238-4373 or go to [www.edd.ca.gov](http://www.edd.ca.gov).

## **Pregnancy Disability Leave**

Time off from work because of the employee's disability due to pregnancy, childbirth or related medical condition is not counted as time used for CFRA leave, but is counted as time used for FMLA leave. Pregnant employees may have the right to take a pregnancy disability leave in addition to family or medical leave. Such employees should contact Human Resources regarding their individual situation. Any leave taken for the birth, adoption or foster care placement of a child does not have to be taken in one continuous period of time. CFRA leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, Civicorps Schools will grant a request for a CFRA leave (for birth/placement of a child) of less than two weeks' duration on any two occasions. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

## **Requests for Pregnancy Disability Leave**

Any female employee planning to take pregnancy disability leave should advise the Human Resources department as early as possible. The individual should make an appointment with Human Resources to discuss the following conditions:

- Employees who need to take pregnancy disability leave must inform Civicorps Schools when a leave is expected to begin and how long it will likely last. If the need for a pregnancy disability leave or transfer is foreseeable, employees must provide notification at least 30 days before the pregnancy disability leave or transfer is to begin. If 30 days' advance notice is not possible, notice must be given as soon as practical.
- Upon the request of an employee and recommendation of the employee's physician, the employee's work assignment may be changed if necessary to protect the health and safety of the

employee and her child. Requests for transfers of job duties will be reasonably accommodated if the job and security rights of others are not breached.

- Temporary transfers due to health considerations will be granted when possible. However, the transferred employee will receive the pay that accompanies the job, as is the case with any other temporary transfer due to temporary health reasons.
- Pregnancy disability leave usually begins when ordered by the employee's physician. The employee must provide Civicorps Schools with a certification from a health care provider.

➤ The certification indicating disability should contain:

- The date on which the employee became disabled due to pregnancy, childbirth, or related medical conditions;
  - The probable duration of the period or periods of disability; and
  - A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.
- Returns from pregnancy disability leave will be allowed only when the employee's physician sends a release.
  - An employee will be allowed to use accrued sick time and/or accrued vacation time during a pregnancy disability leave.
  - The duration of this leave is based on the employee's health care provider's determination and certification of the period(s) during which the employee is actually disabled due to pregnancy, childbirth or a related condition, up to a maximum of four months. This includes leave for severe morning sickness and for prenatal care.
  - Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed.
  - Leave may be taken in increments of 1 hour.

### **Return from Pregnancy Disability Leave**

Under most circumstances, upon submission of a medical certification that an employee is able to return to work from a pregnancy disability leave, an employee will be reinstated to her same position held at the time the leave began or to an equivalent position, if available. An employee returning from a pregnancy disability leave has no greater right to reinstatement than if the employee had been continuously employed. (For example, if an employee on pregnancy disability leave would have been laid off had he or she not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement.)

Return to the employee's previously held job or in some circumstances to a comparable position shall be guaranteed for four months (with the exceptions noted above) provided that the employee complies with the terms of the leave.

### **Coordination with Family Leave**

If you take pregnancy disability leave and are eligible under the federal or state family and medical leave laws, Civicorps Schools will maintain group health insurance as outlined in the section "Coordination with Health Insurance". Leave taken under the pregnancy disability policy runs concurrently with family and

medical leave under federal law, but not with family and medical leave under California Law. If you are ineligible under the federal and state family and medical leave laws, while on pregnancy disability you will receive continued paid coverage on the same basis as other medical leaves that Civicorps Schools may provide and for which you are eligible. In some instances, Civicorps Schools may recover premiums it paid to maintain health coverage for you if you fail to return to work following pregnancy disability leave.

If you are on pregnancy disability leave and are not eligible for continued paid coverage, you may continue your group health insurance coverage through Civicorps Schools in conjunction with federal COBRA guidelines by making monthly payments to Civicorps Schools for the amount of the relevant premium. Contact Human Resources for further information.

### **Teacher – Specific Leave Programs**

**Please see page 39 of this handbook for paid leave programs in place for the teaching staff.**

### **Bereavement Leave**

Civicorps Schools grants leaves of absence to employees in the event of the death of the employee's current spouse or domestic partner, child, parent, legal guardian, brother, sister, grandparent, grandchild or mother-, father-, sister-, brother-, son- or daughter-in-law.

An employee with such a death in the family may take up to five consecutive scheduled work days off paid with the approval of the employee's supervisor. In addition, with the supervisor's approval, the employee may use up to five days of accrued sick time or any available PTO accrual for bereavement leave. The employee's supervisor may approve additional unpaid time off.

### ***Military Leave***

Employees who wish to serve in the military and take military leave should contact Human Resources for information about their rights before and after such leave. Civicorps Schools complies with applicable state and federal laws relating to military leave and job reinstatement.

### ***Jury Duty and Witness Leave***

Civicorps Schools encourages employees to serve on jury duty or as a witness when called. Any regular fulltime or part-time employee summoned to serve on jury duty or as a witness will continue to receive their regular rate of pay or salary while serving on a jury for up to five business days. Part-time employees will be paid in proportion to the number of hours or days they normally work. Temporary employees are not eligible for pay while serving on jury duty or as a witness. You should notify your supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. You will be required to provide written verification from the court clerk of performance of jury service. If work time remains after any day of jury selection or jury duty, you will be expected to return to work for the remainder of your work schedule. You may retain any mileage allowance or other fee paid by the court for jury services.

### ***Volunteer Firefighters and Peace Officers***

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter, peace officer or emergency rescue personnel. You are also eligible for unpaid leave for required training. If you are an official volunteer firefighter, please inform your supervisor that you may have to take time off for emergency duty and alert your supervisor before doing so when possible.

## ***Domestic Violence Leave***

Employees who are victims of domestic violence are eligible for unpaid leave. You may request leave if you are involved in a judicial action, such as obtaining restraining orders, appearing in court to obtain relief and ensure your health, safety or welfare, or that of your child(ren).

You should provide notice and certification of your need to take leave under this policy. Certification may be sufficiently provided by any of the following:

- A police report indicating that the employee was a victim of domestic violence.
- A court order protecting or separating the employee from the perpetrator of an act of domestic violence, or other evidence from the court of the prosecuting attorney that the employee appeared in court.
- Documentation from a medical professional, domestic violence advocate, health-care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence.

Civicorps Schools will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision. The length of unpaid leave an employee may take is limited to 12 weeks as provided for under the federal Family and Medical Leave Act. Employees may use accrued sick and or vacation time for this type of leave.

## ***Time Off for Voting***

Civicorps Schools encourages all employees to fulfill their civic responsibilities by voting. All employees will be allowed a reasonable amount of time off to vote in elections either at the beginning or at the end of the workday, provided the polls are not open sufficient time outside working hours.

Time off for voting must be requested at least two working days in advance and must be approved by your supervisor. A maximum of two hours of time off to vote will be paid, and proof of voting may be required.

## ***School Activities***

Employees are encouraged to participate in the school activities of their child(ren). Any absence for this purpose is subject to all of the following conditions:

- Parents, guardians, or grandparents having custody of one or more children in kindergarten or grades 1 to 12 may take time off for a school activity;
- The time off for school activity participation cannot exceed eight hours in any calendar month, or a total of 40 hours each school year;
- Employees planning to take time off for school visitations must provide as much advance notice as possible to their supervisor;
- If both parents are employed by Civicorps Schools, the first employee to request such leave will receive the time off. The other parent will receive the time off only if the leave is approved by his or her supervisor;
- Employees must use vacation leave in order to receive compensation for this time off unless the employee is exempt and the time off is less than a full day;

- Employees who do not have paid time off available will take the time off without pay; and
- Employees must provide their supervisor with documentation from the school verifying that the employee participated in a school activity on the day of the absence for that purpose.

If an employee who is the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert his or her supervisor as soon as possible before leaving work.

### ***External Employee Education***

Some employees may need to attend training programs, seminars, conferences, lectures, meetings or other outside activities for the benefit of Civicorps Schools or the individual employee. Attendance at such activities, whether required by Civicorps Schools or requested by individual employees, requires the written approval of the employee's supervisor. To obtain approval, any employee wishing to attend an activity must submit a written request detailing all relevant information, including date, hours, location, cost, expenses and the nature, purpose and justification for attendance. Attendance at any such event is subject to the following policies on reimbursement and compensation:

- For attendance at events required or authorized by Civicorps Schools, customary and reasonable expenses will be reimbursed upon submission of proper receipts. Acceptable expenses generally include registration fees, materials, meals, transportation and parking. Reimbursement policies regarding these expenses should be discussed with your supervisor in advance.
- Employee attendance at authorized outside activities will be considered hours worked for non-exempt employees and will be compensated in accordance with normal payroll practices.

This policy does not apply to an employee's voluntary attendance, outside of normal working hours, at formal or informal educational sessions, even if such sessions generally may lead to improved job performance. While Civicorps Schools generally encourages all employees to improve their knowledge, job skills and promotional qualifications, such activities do not qualify for reimbursement or compensation under this policy unless prior written approval is obtained as described previously.

### **Teacher-Specific Benefits, Accruals & Holidays**

Teachers are eligible for sick time accrual only. Vacation time does not accrue.

Teaching staff are eligible for the following paid leave programs in addition to the other leave programs previously mentioned:

- a. Spring Leave – High School teaching staff are eligible for Spring Leave pay. Generally the schools will be closed either the week before or the week after the Easter Holiday. The actual dates of the leave will be announced at the beginning of each school year via the academic calendar. Spring Leave may only be used during this time and cannot be carried over from year to year. Part-time teachers will be paid proportionately to the number of hours or days they normally work.
- b. Summer Leave – High School teaching staff are eligible for Summer Leave. Summer leave will be announced at the beginning of each school year. Generally the teaching staff will begin Summer Leave one week after school ends and will return three weeks prior to school starting. Teachers are eligible for their regular rate of pay per their current contract and part time teachers will be paid proportionately to the number of

hours or days normally worked. Summer Leave may only be used during this time and cannot be carried over from year to year.

- c. Thanksgiving Leave – based on academic calendar school closing. Teachers are eligible for their regular rate of pay per their current contract and part time teachers will be paid proportionately to the number of hours or days normally worked. This leave may only be used during this time and cannot be carried over from year to year.
- d. Winter Leave – an additional week of paid leave is provided for the teachers based upon the academic calendar. Teachers are eligible for their regular rate of pay per their current contract and part time teachers will be paid proportionately to the number of hours or days normally worked. This leave may only be used during this time and cannot be carried over from year to year.

**NOTE: Current teacher contract in place and the current academic calendar are to be utilized in conjunction with this handbook.**

## Part-Time and Seasonal Employee Specific-Sick Leave Accrual Benefits

- **Paid Sick Leave:** Part-Time and Seasonal employees who perform at least 2 hours of work per week shall accrue 1 hour of paid sick leave for every 30 hours they work. Employees can accrue up to 72 hours of sick leave. Employees are not entitled to use sick leave until after 90 calendar days of employment.

## Confirmations of Receipt

On the following pages are confirmation documents and sample complaint form. Please sign and return the Confirmation of Receipt of Employee Handbook immediately. Please review and sign the Confirmation of Receipt of Alternative Dispute Resolution within 2 days of receipt and return this form to Human Resources. If you have questions prior to signing these documents, please see Human Resources. The CCF should only be used as needed.

**CONFIRMATION OF RECEIPT  
EMPLOYEE HANDBOOK**

I have received my copy of Civicorps Schools' employee handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the handbook. I understand that except for employment at-will status, any and all policies and practices can be changed at any time, with or without prior notice, by Civicorps Schools. Civicorps Schools reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that, other than the ED, no manager, supervisor, or representative of Civicorps Schools has the authority to enter into any agreement, expressed or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the ED has the authority to make any such agreement and then only signed and in writing.

I understand and agree that nothing in the employee handbook creates or is intended to create a promise or representation of continued employment and that employment at Civicorps Schools is at-will; employment may be terminated at anytime by either party.

My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between Civicorps Schools and me concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreement, understandings, and representations concerning my employment with Civicorps Schools.

\_\_\_\_\_  
Employee's Name (Please Print)

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

**CONFIRMATION OF RECEIPT  
ALTERNATIVE DISPUTE RESOLUTION**

I have received my copy of Civicorps Schools' Mutual Agreement to Arbitrate Claims. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Agreement.

My signature certifies that I understand the foregoing agreement and that it supersedes all prior agreements, understandings, and representations concerning my dispute resolution with Civicorps Schools.

\_\_\_\_\_  
Employee's Name (Please Print)

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date



**CIVICORPS SCHOOLS**  
**COMMUNITY COMPLAINT FORM**

NAME: \_\_\_\_\_ Address: \_\_\_\_\_

Phone (day) \_\_\_\_\_ Phone (evening/other) \_\_\_\_\_

1. Who is your complaint against?

Name: \_\_\_\_\_ Title: \_\_\_\_\_

2. Has this been discussed with him/her? YES \_\_\_\_\_ NO \_\_\_\_\_ Date: \_\_\_\_\_

3. Has the complaint been discussed with the Manager/Sup/Principal? YES \_\_\_ NO \_\_\_ Date \_\_\_\_\_

Description of Complaint: Please include all important information such as location, names, dates, who was present, and to whom it was reported. Please use additional paper if more space is needed.

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What remedy of action do you suggest?

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Signature; \_\_\_\_\_ Date: \_\_\_\_\_

Date Received by Civicorps Schools Compliance Officer/HR: \_\_\_\_\_

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**Civicorps' Effective Teacher Framework**  
**Spring or Fall (circle to indicate)**

Teacher: \_\_\_\_\_

Date: \_\_\_\_\_

**School-Identified Priorities**

Domain 3: Teaching and Learning

- 3A Communicating with Students/Establishing Purpose for Learning (3A1) **Explaining Learning Targets**
- 3B Using Questioning and Discussion Techniques/(3B2) **Facilitating Authentic Classroom Discussions**
- 3C Engaging and Supporting All Learners/ (3C3) **Ensuring Equitable Access**
- 3D Monitoring Student Understanding/ (3D1) **Checking for Understanding**

**3A Communicating with Students/Establishing Purpose for Learning (3A1) Explaining Learning Targets**

Indicator	Beginning	Developing	Proficient	Exceeding "exceeding" = meeting all criteria in both Proficient and Exceeding
3A.1	The learning target is not provided, and/or the teacher does not explain the learning target	The teacher states the learning target, but does not refer back to it within the lesson.	The teacher strategically shares learning targets with the students at the appropriate time (e.g., at the beginning of the lesson, or after a "hook," mystery experience or discovery period) and refers to it within the lesson.	The teacher invites students to collaboratively generate learning targets based on demonstrated student need or choice. In B Group and evening students work to help set term goals.  The teacher ensures that students can articulate what they are learning.

**Notes:**

3B Using Questioning and Discussion Techniques/(3B2) **Facilitating Authentic Classroom Discussions**

Indicator	Beginning	Developing	Proficient	Exceeding "exceeding" = meeting all criteria in both Proficient and Exceeding
3B.2	<p>The teacher does not facilitate classroom discussions.</p> <p>The teacher does not use facilitation moves (wait time, talk moves). Interaction is characterized as back and forth exchanges between students and teacher.</p> <p>The teacher does not use strategies to encourage students to extend/justify their thinking.</p>	<p>The teacher uses limited discussion strategies and structures to support classroom discussion.</p> <p>The teachers inconsistently uses facilitation moves (wait time, talk moves) to encourage student interaction.</p> <p>The teacher uses limited strategies to encourage students to extend and/or justify their thinking with examples or textual evidence.</p>	<p>The teacher uses a range of discussion strategies and structures (whole group, small group, think-pair-share, etc.) to elicit equitable student engagement and participation.</p> <p>The teacher uses facilitation moves to encourage student interaction.</p> <p>The teacher uses strategies to encourage students to extend and/or justify their thinking with examples, cite textual evidence and comment or question each other's thinking.</p>	<p>The teacher enables students to facilitate equitable discussions, use facilitation moves and support each other to ensure that all students are engaged and participating in classroom discussions.</p> <p>The teacher enables students to use strategies to extend and/or justify their thinking with examples, textual evidence, and comment on or question each other's thinking.</p>

Notes:

**3C Engaging and Supporting All Learners/ (3C3) Ensuring Equitable Access**

<b>Indicator</b>	<b>Beginning</b>	<b>Developing</b>	<b>Proficient</b>	<b>Exceeding</b> "exceeding" = meeting all criteria in both Proficient and Exceeding
3C.3	The teacher does not differentiate learning experiences.	The teacher may differentiate learning experiences but inconsistently applies strategies to address historically underserved student groups (ELL, AAM, PEC, etc.).	The teacher differentiates learning experiences, incorporating scaffolds, instructional strategies and supports with a focus on ensuring access for historically underserved student groups.	The teacher differentiates learning experiences, incorporates scaffolds, strategies and supports to ensure that every student has equitable access to curriculum.

Notes:

**3D Monitoring Student Understanding/ (3D1) Checking for Understanding**

<b>Indicator</b>	<b>Beginning</b>	<b>Developing</b>	<b>Proficient</b>	<b>Exceeding</b> "exceeding" = meeting all criteria in both Proficient and Exceeding
3D.1	The teacher does not check for understanding and does not make adjustments to instruction based on data.	The teacher makes limited checks for understanding during the lesson and/or inconsistently uses data to make adjustments to instruction.	The teacher makes varied checks for understanding (e.g. questioning techniques, 1-1 conferences, hand-signals, white-boards, exit tickets, etc.) during the lesson and makes adjustments to instruction based on the data to address student learning needs.	The teacher fully integrates checks for understanding into instruction, monitoring progress for all students throughout the lesson.  The teacher confers 1-1 with students about their learning.

Notes:

### Civcorps Teacher Evaluation

Please take the time to consider your performance in the following categories. Evaluations will be added in after you have submitted your self-evaluation.

<b>Categories</b>	<b>Self-Reflection</b> <i>(to be filled out by teacher)</i>	<b>Evidence</b> <i>(to be filled out by teacher)</i>	<b>Goal/s</b> <i>(to be filled out by teacher)</i>	<b>Evaluation</b> <i>(to be filled out by Lead Teacher)</i>
<b>Communication</b> (With colleagues and students)				
<b>Organization/ Preparation</b> (Is your room accessible to sts. and staff? Lessons prepared in advance? Time management, etc.)				
<b>Differentiation</b> (Planning and instruction)				

<b>Collaboration</b> (Think both curriculum planning and as a staff member overall)				
<b>Other</b> (Topic for you to determine, if needed)				

<b>Civicorps Pre-Observation Conference</b>
---

Teacher:

Subject:

Time:

Date:

1. Briefly describe the students in the class (or group of students), including those with special needs.

2. What are your goals for this lesson? What do you want students to learn?

3. To which of your curriculum content standards do these goals relate?

4. Describe the learning that occurred prior to this lesson and what will follow it.

5. How will you engage students in the content? What will you do? What will the students do? Will the students work in groups, or all together?

6. How and when will you know whether the students have learned what you intended?





## Civicorps Teacher Evaluation To be completed by Corpsmembers

Please circle the teacher's name:

Alyssa      Matt N.      Caitlin      Andrew      Avery      Erica

**Directions:** Please circle the answer that matches your personal opinion. Notice scores go from low to high.

### 1. The teacher explains things clearly:

1                                  2                                  3                                  4                                  5  
Strongly Disagree      Disagree      Neutral      Agree      Strongly Agree

### 2. The material presented by this teacher was interesting:

1                                  2                                  3                                  4                                  5  
Strongly Disagree      Disagree      Neutral      Agree      Strongly Agree

### 3. I am satisfied with the quality of my learning experience with this teacher:

1                                  2                                  3                                  4                                  5  
Strongly Disagree      Disagree      Neutral      Agree      Strongly Agree

### 4. The classroom environment is organized:

1                                  2                                  3                                  4                                  5  
Strongly Disagree      Disagree      Neutral      Agree      Strongly Agree

### 5. When I need help the teacher works with me one-on-one:

1                                  2                                  3                                  4                                  5  
Strongly Disagree      Disagree      Neutral      Agree      Strongly Agree

**6. The teacher is open to questions and feedback:**

1	2	3	4	5
Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree

**7. Graded papers are returned in a timely manner:**

1	2	3	4	5
Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree

**8. Graded papers are returned with helpful feedback:**

1	2	3	4	5
Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree

**9. The teacher creates a respectful learning environment:**

1	2	3	4	5
Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree

**10. List 3 things you learned this term with this teacher:**

- 1.
- 2.
- 3.

**11. What are some things the teacher did well? Please explain:**

**12. What class topic or activity did you most enjoy? Why?**

**13. What are some things the teacher could improve on? Please explain:**

**14. Do you have any other comments you would like to share?**

Teacher: \_\_\_\_\_

**Student Evaluation Feedback**

1. Any patterns in the feedback?
2. Something that gave you pause to reflect
3. Goal/s for next term based on feedback

Teacher: \_\_\_\_\_

**Student Evaluation Feedback**

1. Any patterns in the feedback?
2. Something that gave you pause to reflect
3. Goal/s for next term based on feedback

## Learning Snapshot

Teacher: \_\_\_\_\_

Date: \_\_\_\_\_

Lesson Topic: \_\_\_\_\_

Which students are being taught? (Circle)    Group A    Group B    Group C    JTC

**Check off which indicator of effective teaching you observed.**

### Domain 2: Classroom Environment

- \_\_\_\_\_ 2A.2 Facilitating positive interactions
- \_\_\_\_\_ 2B.1 Communicating high expectations for students
- \_\_\_\_\_ 2C.1 Managing behavioral expectations
- \_\_\_\_\_ 2C.2 Response to behavior
- \_\_\_\_\_ 2C.3 Managing classroom routines
- \_\_\_\_\_ 2D.2 Using resources to support instruction

Notes:

### Domain 3: Teaching and Learning

- \_\_\_\_\_ 3A.1 Explaining learning targets
- \_\_\_\_\_ 3A.2 Connecting prior and future learning
- \_\_\_\_\_ 3A.3 Articulating criteria for demonstrating mastery (e.g. reviewing rubric)
- \_\_\_\_\_ 3B.1 Using effective questions and prompts
- \_\_\_\_\_ 3B.2 Facilitating authentic classroom discussions
- \_\_\_\_\_ 3B.3 Using Academic Language
- \_\_\_\_\_ 3C.1 Facilitating a successful lesson cycle
- \_\_\_\_\_ 3C.2 Building engaging and challenging learning experiences
- \_\_\_\_\_ 3C.3 Ensuring equitable access
- \_\_\_\_\_ 3C.4 Using instructional grouping to maximize learning
- \_\_\_\_\_ 3D.1 Checking for understanding
- \_\_\_\_\_ 3D.2 Providing feedback to enhance learning
- \_\_\_\_\_ 3D.3 Providing students with opportunities for self monitoring

Notes:

**NI= needs improvement**

## Civicorps Post-Observation Conference

1. As you reflect on the lesson, to what extent were students productively engaged?

2. Did the students learn what you intended? Were your instructional goals met?

How do you know, or how and when will you know?

3. Did you alter your goals or plan as you taught the lesson? Why or why not?

4. If you had the opportunity to teach this lesson again to the same group of students, what would you do differently? Why?

5. What do you plan to do next with these students?

6. When you think about this lesson in the context of your overall teaching practice, what are some questions that might guide your professional growth?

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## Civicorps Academy School Improvement Plan Three Year Plan: 2014/15, 2015/16, 2016/17

**Goal 1 (Area of Improvement):** Align curriculum with Common Core while enhancing instruction across all subject areas at remediation, at grade level, and beyond to support success in college and career pathways.

**Rationale:** Better curricular alignment with Common Core in conjunction with differentiated instruction as a means to boost CAHSEE and NWEA scores beyond just passing requirements. We also need to identify and enhance assessment points other than standardized tests in order to increase rigor across curriculum.

**Supporting Data:** Self-Study findings show that Civicorps' CAHSEE pass rates are in line with state passing rates for our socio-economic group, ranging from a low of 30% in 2009-10 and increasing to 38% in 2013-14 in English and ranging from 14%-31% in Math. We would like to see our student scores exceed those of state norms, typically 34% in English and 34-37% in Math, along with increasing our demonstrated growth rates on the NWEA.

**Growth Targets:** 35% pass rate on ELA and Math CAHSEE by Spring 2017 and 85% of students demonstrating growth on NWEA language and math assessments. Increase number of students who test out of remedial level math and English college courses.

**SLO Addressed:** Academic Literacy

**Impact on student learning of academic standards & SLOs:** By implementing Common Core and expanding assessment points we will boost our students' ability to avoid remediation courses at the college level, which are known to significantly decrease persistence and completion rates.

### **Monitor Progress Tools:**

- CAHSEE scores
- NWEA scores
- Writing assessment scores
- Course overviews
- Daily lesson plans
- Cross-curricular planning

### **Report Progress:**

- Review quarterly CAHSEE results and share with staff at department meeting
- Review quarterly data on NWEA assessments and report to staff at department meeting
- Review course overviews prior to each term while meeting for cross-curricular planning purposes

TASKS	RESPONSIBLE PERSON(S) INVOLVED	PROFESSIONAL DEVELOPMENT/RESOURCES	MEANS TO ASSESS IMPROVEMENT	TIMELINE	REPORTING
Train applicable staff on Common Core State Standards	Instructional Lead	<ul style="list-style-type: none"> <li>Bring in outside resource to provide initial overview for staff</li> <li>Attend off-site training/conference in order to bring back resources</li> </ul>	Classroom observations Lesson plans Course overviews	2014-15 school year	Held training in July 2014 to provide overview of CCSS
Improve cross-curricular English instruction	Instructional Lead English Teacher	<ul style="list-style-type: none"> <li>Work with other teachers to identify means to include English instruction in other subject areas</li> <li>Hold trainings with teaching staff on English skill development and best practices</li> </ul>	CAHSEE ELA pass rate NWEA language demonstrated growth rate Course overviews	Spring 2015	Increased focus on academic and content vocabulary across curriculum.  Developing a professional development plan that focuses on literacy across the curriculum.
Improve applied math instruction	Instructional Lead Math Teacher	<ul style="list-style-type: none"> <li>Collaborate with industry leaders and community college partners to align their needs to our curriculum</li> <li>Identify tools and</li> </ul>	Classroom observations Daily lesson plans Course overviews	Fall 2015	Cross-curricular units implemented which include statistics and graphs across curriculum.



		<p>curriculum that allow for applied math lessons</p> <ul style="list-style-type: none"> <li>• Attend off-site trainings/conferences in order to develop skills and acquire tools</li> <li>• Enhance math collaboration across disciplines</li> </ul>	Review of math graduation requirements		Beginning phase of college preparation math curriculum in partnership with local community college instructors.
Implement writing assessment	Instructional Lead English Teacher	<ul style="list-style-type: none"> <li>• Determine clear process for administering and assessing student writing skills as they enter Civicorps</li> <li>• Determine follow-up process for assessing student writing skills improvement</li> </ul>	<p>Writing Assessment procedure in place</p> <p>Rate of improvement in Writing Assessment scores</p>	Fall 2014	A new writing assessment began July 2014 where students are assessed as they enter Civicorps and at the end of Group B (approximately 3 months after beginning the program)

Enhance tracking system for college assessment data	Head of School College Counselor	<ul style="list-style-type: none"> <li>• Work with community college and graduates to gather assessment scores</li> </ul>	Establish baseline and track data specifically around remediation	Fall 2015	
Create strategic business partnerships to assist with career connections and pathways	Director of Development & Community Engagement Career Counselor Instructional Lead Executive Director	<ul style="list-style-type: none"> <li>• Work with local Workforce Investment Board to identify businesses</li> <li>• Create clear levels of engagement that Civicorps can offer local businesses in order to garner support</li> </ul>	Create business engagement plan  Outreach material prepared	Fall 2015	

**Goal 2 (Area of Improvement):** Improve English Learner support systems in order to address academic deficiencies and improve outcomes for EL subgroup while increasing diversity at Civicorps.

**Rationale:** While we meet the state requirements for CELDT and EL support we recognize that our EL students need more clear structures in place for them to successfully meet the demands of the program and earn their high school diploma. We also strive to create a diverse student body and by extending services to ELs we hope to attract a greater number of EL students to the program.

**Supporting Data:** The Self-Study findings illustrate two points: 1) Historically, we have not done a consistent job in tracking who our EL students are and therefore do not have the data to do a thorough assessment of academic achievement, and 2) the data we do have shows that our EL students are under-performing in NWEA testing, nearly 10% behind other subgroups in showing academic progress on their second assessment.

**Growth Targets:** We would like to see our EL students in line with the rest of the student body, showing a 35% pass rate on CAHSEE and an 85% improvement rate on NWEA

**SLO Addressed:** Academic Literacy, Civic Literacy

**Impact on student learning of academic standards & SLOs:** By developing a stronger EL program with support systems in place, we know we can demonstrate greater retention of those students, help our EL students keep pace with the rest of the student body in graduation rates and college enrollment rates, and better promote our EL services to diversify recruitment.

**Monitor Progress Tools:**

- CELDT data
- CAHSEE data
- NWEA data
- Enrollment data
- Writing assessment data

**Report Progress:**

- Review quarterly CAHSEE results specific to EL students and share with staff at department meeting
- Review quarterly data on NWEA assessments specific to EL students and report to staff at department meeting
- Review writing assessment improvement specific to EL students

TASKS	RESPONSIBLE PERSON(S) INVOLVED	PROFESSIONAL DEVELOPMENT/RESOURCES	MEANS TO ASSESS IMPROVEMENT	TIMELINE	REPORTING
Capture EL data upon enrollment into Civicorps and enter into database	EL Coordinator (TBD) Program Specialist Instructional Lead	<ul style="list-style-type: none"> <li>• CELDT training</li> </ul>	<p>Improved enrollment data</p> <p>Increased partnerships with organizations and schools serving EL students</p>	Begin July 2014	<p>Outreach, observation, and meetings at local high schools serving high number of EL students conducted.</p> <p>Enhanced</p>

					communication between Alameda County Office of Education's EL Coordinator for resource identification.
Identify and hire English Language Program Coordinator	Executive Director Head of School	<ul style="list-style-type: none"> <li>Budget for additional staff person to oversee EL program</li> <li>Procure funding for additional staff person</li> </ul>	<p>Job description created</p> <p>Funding in place</p> <p>Budget approved</p>	Fall 2016	
Identify and review assessment tools for EL students	Instructional Lead Head of School EL Coordinator (TBD)	<ul style="list-style-type: none"> <li>Survey tools used by other organizations in assessing EL academic growth</li> <li>Review data from other programs to understand range for EL success</li> <li>Discuss with other programs the patterns for EL students and how to address them</li> </ul>	<p>CELDT data assessment</p> <p>CAHSEE data assessment</p> <p>NWEA data assessment</p> <p>Writing assessment</p>	Fall 2015	Have identified EL test variation materials to implement for July 2015 CAHSEE.
Create strategic partnerships to inform and enhance EL program	Head of School Instructional Lead EL Coordinator (TBD)	<ul style="list-style-type: none"> <li>Open communication with Alameda County Office of Education and Oakland Unified School</li> </ul>	<p>Partnerships established</p> <p>Referral pathway</p>	Begin Fall 2014	Foster partnerships with schools serving high percentage of EL students.

		District <ul style="list-style-type: none"> <li>Seek out community organizations who provide basic literacy services to English Learners and newcomers</li> </ul>	created		Maintaining ongoing communication with County Office of Ed for newcomer resources.
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**Goal 3 (Area of Improvement):** Enhance and improve the use of technology in the classroom through infusion of online curriculum and planned professional development for teachers.

**Rationale:** Focusing on effective implementation of technology will allow us to better bridge the digital divide experienced by our students. While building students' technological literacy and fluency, we can simultaneously offer differentiated instruction without the stigma of homogenous ability level groups. The ultimate goal of enhancing this skill set is to increase student access to academic and professional opportunities.

**Supporting Data:** Students enter Civicorps with a wide range of academic skills. This is evidenced through initial NWEA assessment data. We also know that student career and college ambitions vary greatly but all require technological proficiency. Observable challenges students face include college and employment on-line application completion, on-line completion of the Free Application for Federal Student Aid (FAFSA), and the ability to navigate the online/hybrid course offerings.

**Growth Targets:** Observable increase in use of technology to differentiate instruction and 80% of students completing the Tech Skills Check List that will be developed for implementation Fall 2015

**SLO Addressed:** Academic Literacy

**Impact on student learning of academic standards & SLOs:** By using technology in an effective manner we could better differentiate learning while building on the 21<sup>st</sup> Century Skills students need to be successful in college and career pathways

**Monitor Progress Tools:**

- Technology Plan
- Trainings attended and provided
- Course overviews and lesson plans
- CAHSEE scores
- NWEA scores
- Tech Skills Checklist (TBD)

**Report Progress:**

- Share Tech Plan at staff meeting
- Report back on trainings attended
- Review CAHSEE data quarterly upon receipt
- Review NWEA data quarterly

TASKS	RESPONSIBLE PERSON(S) INVOLVED	PROFESSIONAL DEVELOPMENT/RESOURCES	MEANS TO ASSESS IMPROVEMENT	TIMELINE	REPORTING
Create Technology Plan	Head of School Instructional Lead Executive Director	<ul style="list-style-type: none"> <li>• Review sample Tech Plans for other schools</li> <li>• Meet with 42,Inc (Civicorps IT contractor)</li> <li>• Gather feedback from stakeholders and staff regarding needs and desires</li> </ul>	Technology Plan in place	Begin Spring 2016	
Engage teachers in how to use technology in the classroom	Instructional Lead Head of School	<ul style="list-style-type: none"> <li>• Seek out conferences and/or provide training for teachers in topics related to integrating tech in the classroom</li> </ul>	Course overviews  Daily lesson plans  Observe use of technology to	Begin Fall 2015	

			differentiate instruction		
Create pathway for technology certifications in Academy	Head of School	<ul style="list-style-type: none"> <li>• Identify appropriate certifications (e.g. CompTIA)</li> <li>• Procure funding in order to implement and sustain program</li> <li>• Work with national Corps Network to establish partnerships</li> </ul>	<p>Creation of certification pathway</p> <p>Grant contract or approved budget</p>	Fall 2015	<p>Submitted a grant proposal via CDE career pathways which was narrowly denied. Resubmitted to various foundations for funding.</p> <p>Science teacher exploring computer coding opportunities and partnerships.</p>
Creation of Technology Skills Check List	Instructional Lead College Counselor Career Counselor	<ul style="list-style-type: none"> <li>• Work with industry leaders and community college partners to identify skills needed for the workplace and college readiness</li> <li>• Examine International Society for Technology and Education NETS (National Educational Technology) standards</li> <li>• Identify where/how skills will be taught</li> </ul>	<p>Creation of Tech Skills Check List</p> <p>Implementation of Tech Skills Check List across curriculum</p>	Spring 2017	

		within Academy structure <ul style="list-style-type: none"> <li>• Create list to be incorporated into Academy curriculum</li> </ul>			
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**Goal 4 (Area of Improvement):** Create annual Professional Development plan with individual and program-wide goals as the framework.

**Rationale:** Better align Professional Development to student learner outcomes as well as meeting the needs of individual and creating more structure and staff input on the Professional Development being offered.

**Supporting Data:** While there are many opportunities for Professional Development at Civicorps through on-site and off-site facilitators and staff are encouraged to seek individual off-site trainings, this has become a “salad bar” of options without real focus to meet goals.

**Growth Targets:** Implement new teacher evaluation tool, presented by our sponsoring District, which will guide teacher Professional Development, by Fall 2015. Create Professional Development committee by Fall 2015 for overarching Civicorps PD alignment. Design annual PD framework by Spring of each year for the following academic year.

**SLO Addressed:** Academic Literacy, Artistic Literacy, Civic Literacy

**Impact on student learning of academic standards & SLOs:** By implementing a structured PD plan we will be able to focus our budget dollars on effective and measurable training that enhances student learning and supports the specific goals of the program and builds staff capacity to better serve students.

**Monitor Progress Tools:**

- New Teacher Evaluation
- Professional Development Committee
- Annual PD Framework

**Report Progress:**

- Review Teacher Evaluation tool
- Review PD framework and annual plan



TASKS	RESPONSIBLE PERSON(S) INVOLVED	PROFESSIONAL DEVELOPMENT/RESOURCES	MEANS TO ASSESS IMPROVEMENT	TIMELINE	REPORTING
Implement Teacher Evaluation tool based on OUSD template	Head of School Instructional Lead	<ul style="list-style-type: none"> <li>Attend OUSD trainings around use of tool</li> <li>Work with teachers to create useful parameters that match Civicorps goals</li> </ul>	Use of tool  Feedback from teachers  Student survey regarding "satisfied with instruction"	2015-16 school year	Template has been received from OUSD and is being modified for Civicorps use
Create Professional Development Committee which includes staff from all departments	Deputy Director Head of School Job Training Manager Support Services Mngr	<ul style="list-style-type: none"> <li>Work with all departments to recruit interested staff to help guide PD plan</li> <li>Design PD framework and plan that coincides with individual and agency goals</li> </ul>	Creation of Committee  Professional Development Plan in place  Solicit feedback from staff on efficacy of PD and options for future PD topics.	Begin 2016	Staff survey conducted to garner input on areas of interest for future PD.

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## **Civicorps Corpmember Academy**

### **Community\* Complaint Procedures**

(\*includes Corpmembers and Parents)

#### ***Open-door Policy (Conflict Resolution)***

Suggestions for improving Civicorps are always welcome. At some time, you may have a complaint, suggestion, or question about your job, your working conditions, or the treatment you are receiving. Your good-faith complaints, questions, and suggestions also are of concern to Civicorps. We ask you to first discuss your concerns with your supervisor, following these steps:

1. Immediately after an occurrence, bring the situation to the attention of your immediate supervisor, who will then investigate and provide a solution or explanation.
2. If the problem persists, you may describe it in writing and present it to your supervisor's supervisor, i.e., the Field Program Coordinator, the Field Program Manager or the Recycling Manager, who will investigate and provide a solution or explanation. We encourage you to bring the matter to the Field Program Coordinator, Field Program Manager or Recycling Manager as soon as possible after you believe that your immediate supervisor has failed to resolve it.
3. If the problem is not resolved, you may present the problem in writing to the Executive Director, who will attempt to reach a final resolution. This decision will be final.
4. For additional information on grievance process, see page 3 of Corpmember Handbook.

When necessary, Human Resources will be consulted to ensure Civicorps is in compliance with all polices and state and federal laws. This procedure, which we believe is important for both you and Civicorps, cannot guarantee that every problem will be resolved to your satisfaction. However, Civicorps values your observations and you should feel free to raise issues of concern, in good faith, without the fear of retaliation.

*Corpmember Handbook, page 11*

#### ***Complaint Procedure***

Civicorps Schools shall follow uniform complaint procedures when addressing complaints alleging unlawful discrimination based on age, sex, gender, sexual orientation, gender identity, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability in any program or activity that receives or benefits from state financial assistance. Uniform complaint procedures shall also be used when addressing complaints alleging failure to comply with state and/or federal laws in adult education, consolidated categorical aid programs, migrant education, vocational education, child care and development programs, child nutrition programs, special education programs, and federal school safety planning requirements. In addition, the uniform complaint procedure may be initiated by a student against another student, an instructor, an administrator, or any member of the staff.

The uniform complaint procedure does **not** apply when a corpmember disagrees with a disciplinary action. Disagreements about disciplinary action must be handled through the appeal process, please refer to Appeal Process on page 13 of this handbook.

Civicorps Schools acknowledges and respects every individual's right to privacy. Discrimination complaints shall be investigated in a manner that protects the confidentiality of the parties and the facts. This includes keeping the identity of the complainant confidential except to the extent necessary to carry out the investigation or proceedings, as determined by the ED or ED's designee on a case-by-case basis.

The ED or ED's designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Such employees may have access to legal counsel as determined by the ED or ED's designee.

Civicorps Schools prohibits retaliation in any form for participating in complaint procedures, including by not limited to the filing of a complaint or the reporting of instances of discrimination. Such participation shall not in any way affect the status, grades or work assignments of the complainant.

Civicorps Schools recognizes that a neutral mediator can often suggest a compromise that is agreeable to all parties in a dispute. In accordance with uniform complaint procedures, whenever all parties to a complaint agree to try to resolve their problem through mediation, the ED or ED's designee shall initiate mediation. The ED or ED's designee shall ensure that mediation results are consistent with state and federal laws and regulations.

Civicorps Schools designates the ED as the compliance officer. The compliance officer shall receive and investigate complaints and ensure compliance with the law. The designee appointed by the ED may conduct the investigation.

### **Procedures**

The following procedures shall be used to address all complaints that allege that Civicorps Schools has violated federal or state laws or regulations governing educational programs. Compliance officers shall maintain a record of each complaint as required for compliance with the California Code of Regulations.

- **Complaint:** a complaint shall be presented in writing by way of a Civicorps Schools Community Complaint Form to the Executive Director, and the complaint must be initiated no later than six (6) months from the date when the alleged discrimination occurred or when the complainant first obtained knowledge of the facts of the alleged discrimination, unless the ED or ED's designee grants an extension of time under 5 CCR 4630(b). A copy of this complaint form is attached to the end of this handbook.
- **Mediation:** Within five (5) days of receiving the complaint, the compliance officer or designee shall informally discuss with the complainant the possibility of using non-binding mediation, and if the information mediation does not resolve the problem within the parameters of the law, the compliance officer or designee shall proceed with this or her investigation of the complaint.

### **Investigation of Complaint**

The compliance officer or designee shall hold an investigative meeting within ten (10) days of receiving the complaint or an unsuccessful attempt to informally mediate the complaint. The investigative meeting shall provide an opportunity for the complainant or his/her representative to repeat the complaint orally. The complainant and/or his/her representative shall have an opportunity to present information relevant to the complaint. Parties to the complaint may discuss the complaint and question each other or each other's witnesses.

### **Response/Resolution**

An investigation shall be completed, resolved and decision rendered within sixty (60) days after receiving a request for direct investigation or an appeal request, unless the complainant agrees in writing to an extension of time. The complaint officer or designee shall prepare and send to the complainant a written report of the investigation and decision. The written report shall contain: Findings and disposition of the complaint; corrective actions (if any); rationale for such disposition; and procedures for initiating an appeal within fifteen (15) days of receiving the written report to the California Department of Education.

### **Alternative Dispute Resolution**

All Civicorps Schools employees and corpsmembers agree that if a resolution is not possible within this process further action will be done under the Alternative Dispute Resolution. Civicorps Schools has implemented a policy requiring binding arbitration, which is described in the Mutual Agreement to Arbitrate Claims. This policy establishes procedures to quickly and inexpensively resolve disputes regarding employment or termination of

employment. Binding arbitration (“arbitration”) provides the opportunity for employees and Civicorps Schools to have employment disputes heard and resolved in a private and informal setting by an impartial person with experience in the employment field. For more information about the arbitration procedures, please contact Human Resources to request a copy of the [Mutual Agreement to Arbitrate Claims](#).

### **Liability for Harassment**

Harassers may be personally liable for their actions. If you, as an employee, are found to have engaged in any form of harassment or if you, as a supervisor, know about such conduct and condone or ratify it, you may be personally liable for monetary damages. Civicorps Schools will not pay damages assessed against you personally in such instances.

**In addition, Civicorps Schools will take appropriate measures – up to and including termination –against any employee or contractor who engages in any form of harassment, including sexual harassment, or who condones or knowingly permits harassment to take place.**

## ***Whistleblower Policy***

### **General**

Civicorps Schools’ Corpmember Handbook and Governance Code require directors, officers, and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. Employees, Corpmembers and representatives of Civicorps must practice honesty and integrity in fulfilling responsibilities and comply with all applicable laws and regulations. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within the organization prior to seeking resolution outside the organization.

### **Reporting Responsibility**

It is the responsibility of all Corpmembers to comply with the Corpmember Handbook and the Governance Code and to report violations or suspected violations in accordance with this policy.

### **No Retaliation**

Civicorps will not permit any negative or adverse actions to be taken against any employee, Corpmember or individual for making a good-faith report of a possible fraudulent or dishonest conduct, or violation of Civicorps’ policies, even if the report is mistaken, or against any employee, Corpmember or individual who assists in the investigation of a reported violation. Retaliation in any form will not be tolerated. Any act of alleged retaliation (including but not limited to, threats of physical harm, loss of job, punitive work assignments, or impact on salary or fees) should be reported immediately and will be promptly investigated, and appropriate corrective measures taken if allegations of retaliation are substantiated. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment.

This protection from retaliation is not intended to prohibit supervisors from taking action, including disciplinary action, in the usual scope of their duties and based on valid performance-related factors.

### **Reporting Violations**

Civicorps’ has an open-door policy and encourages employees to share their questions, concerns, suggestions, or complaints with someone who can address them properly. In most cases, an employee’s supervisor is in the best position to address an area of concern. However, if you are not comfortable speaking with your supervisor or you are not satisfied with your supervisor’s response, you are encouraged to speak with someone in Human Resources or anyone in management who you are comfortable approaching. Supervisors and managers are required to report suspected violations to Civicorps’ Chief Financial Officer, who has specific responsibility to investigate all reported violations. The Chief Financial Officer has direct access to the Audit Committee of the Board and is required to report to the Audit Committee at least annually on compliance activity. For suspected fraud, or when you are not satisfied or uncomfortable with following Civicorps’ open-door policy, individuals should contact the Chair of the Civicorps Audit Committee directly.

**Accounting and Auditing Matters**

The Audit Committee of the Board will address all reported concerns or complaints regarding corporate accounting practices, internal controls, or auditing. The Chief Financial Officer will immediately notify the Audit Committee of any such complaint and work with the Committee until the matter is resolved.

**Acting in Good Faith**

Anyone filing a complaint concerning a violation or suspected violation of Civicorps' policies must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of the policies. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

**Confidentiality**

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential except to the extent necessary to conduct an adequate investigation or permit review of Civicorps' operations by the Board, Audit Committee, independent public accountants and legal counsel.

**Handling of Reported Violations**

The officer receiving the complaint (either the Chief Financial Officer or the Chair of the Audit Committee) will notify the sender and acknowledge receipt of the reported violation or suspected violation within five business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.



## **CIVICORPS SCHOOLS COMMUNITY COMPLAINT FORM**

Please use this form to inform Civicorps Staff of any complaint you may have regarding the personnel, facilities or equipment at the school. Also, if you have complaints regarding access to Instructional Services related to preparation for the California High School Exit Exam, please use this form.

This form should be submitted to Human Resources or the Executive Director. Upon receipt, the complaint will be reviewed and the required steps will be taken to mediate and/or investigate the complaint. Please attach any documentation you feel necessary.

As ever, at Civicorps Schools, we hope to use a conflict resolution process to resolve issues within the community and we encourage all community members to seek the help of the Administrative Team when needed.

NAME: \_\_\_\_\_ Address: \_\_\_\_\_

Phone (day) \_\_\_\_\_ Phone (evening/other) \_\_\_\_\_

1. Who is your complaint against?

Name: \_\_\_\_\_ Title: \_\_\_\_\_

2. Has this been discussed with him/her? YES \_\_\_\_\_ NO \_\_\_\_\_ Date: \_\_\_\_\_

3. Has this been discussed with the Manager/Sup/Head of School? YES \_\_\_\_\_ NO \_\_\_\_\_ Date \_\_\_\_\_

Description of Complaint:

Please include all important information such as location, names, dates, who was present, and to whom it was reported. Please use additional paper if more space is needed.

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What remedy of action do you suggest?

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Date Received by Civicorps Schools Compliance Officer/HR: \_\_\_\_\_





# Civicorps Corpsmember Academy



## Admissions Policy

California Education Code Section 47605(b)(5)(H)

The Civicorps Academy does not discriminate in its admissions practices and policies on the basis of race, ethnicity, national origin, primary language, gender, sexual orientation, or disability. To fully achieve its mission to nurture active, engaged citizens, the Civicorps Academy seeks to recruit for diversity within its student population that reflects the high school drop-out population of the larger San Francisco Bay Area and from a community of families who are committed to the school's mission, instructional and operational philosophy and practices. Admission to the school shall be open to any resident of the State of California.

The Civicorps Academy accepts students ages 18–26, throughout the school year and holds regularly scheduled student orientations. In order to be admitted into the Civicorps Academy applicant pool, a student must complete an application and interview and participate in an orientation process that will include an introduction to the school's mission and policies.

The Civicorps Academy strives to serve all students that would like to attend while striving to maintain a gender balance in its classrooms. In the event that the number of students seeking admission to any grade or class exceeds capacity, the Academy shall have the right to grant priority in admissions to siblings of current students, children of staff, and residents of the charter granting District or county.

Due to our year round admissions policy, a lottery system has never been used at Civicorps Academy. However, if there becomes the necessity for a public lottery we will notify students and their families of the date and location. Parents and students will be informed of their entrance into the Civicorps Academy via the public lottery session or by phone or mail if they are not present at the lottery. Based on the lottery, a wait list will be formed and as openings become available, students on the waitlist will be given preference to enroll in the school. Once admitted, students need not apply each year. However, if students should leave the school and do not have a sibling enrolled or parent on staff, the student will need to enter the lottery process again.

*Civicorps Academy Charter Petition 10/2011, page 25*

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# CivCorps Corpsmember Academy

## Attendance / Punctuality Policy

### ***Attendance Policy***

The following outlines the progressive disciplinary process for attendance and punctuality for work, school, workshops, Community Meetings, and Crew Meetings. Progressive discipline can/will also be applied to behavior concerns. As an education and job training program the value of being on time and in attendance on a daily basis is emphasized throughout the program, therefore it is extremely important that you adhere to the attendance and punctuality guidelines in order to continue to be in good standing. Remember, communication is crucial!

**Excused Absences** will not count against a Corpsmembers unless it becomes excessive. An excused absence is when an absence is planned ahead and communicated to the supervisor and approved by the supervisor. In addition the Corpsmember is required to provide a note from their doctor, probation/parole office, or a court employee if absences are related to medical or legal issues. If a pattern of excused absences exists there may be disciplinary action taken.

**Unexcused Absences** are unacceptable and will be handled with the following progressive discipline.

- One unexcused absence = Verbal warning for first unexcused absence
- Two unexcused absences = Written warning
- Three unexcused absences = Suspension of one day without pay and job holding workshop assigned. Corpsmember will be required to attend a one-hour Job Holding Workshop with one of the Case Counselors beginning on that day of suspension. This will be followed by two more mandatory Job Holding Workshop sessions scheduled by the Case Counselors.
- Four unexcused absences = Written contract agreement put in place which may include terms for future suspension from Job Training, mandatory meetings with Case Counselors, and/or possible long-term suspension (termination) from the program if the problem persists.

Please Note:

- There will be no Job Holding Workshops assigned for the same issue within the year.
- If the issue persists after contract expires, progressive discipline will begin again with Written Warning.
- Suspension is not used while in Learning Academy and suspensions never apply to class time (i.e.: Corpsmembers are always required to be in class even when suspended from Job Training)
- Job holding is not used when in Recycling
- **It is also important to note that different attendance policies may be imposed for intern level positions in Recycling**

**Punctuality:** Corpsmembers will be considered tardy if they are not at school, at lineout, at their worksite or their intern location at the start of their scheduled shifts in uniform (see Dress Code and Other Personal Standards), ready to work (must have hardhat, gloves, water bottle), or if they are not in class on time with their portfolio.

Being on time is important for success. Excessive tardiness will lead to disciplinary actions.

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# Civicorps Corpsmember Academy



## Retention / Promotion Policy

### ***Educational Retention and Promotion Policy***

All Corpsmembers without a high school diploma or GED are reported as 12<sup>th</sup> grade students and are therefore not subject to retention and/or promotion into other grade levels. Corpsmembers are promoted to High School Graduate upon completion of the Portfolio Graduation Requirements.

Students will be given individualized portfolio check-ins which document educational strengths and weaknesses and sets individualized benchmarks for student growth and achievement. Student progress will be monitored quarterly to assure continuous growth and to adapt educational strategies when necessary. Retention in the program and/or promotion through the program will be determined through careful examination of each student's overall achievement on assessment measures, CAHSEE examinations, student progress reports and teacher recommendations. For students with special needs and English Language Learners, mastery and promotion will be dependent on their respective IEP and/or English proficiency levels.

*Corpsmember Handbook, page 7*

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# Civicorps Corpmember Academy

## Special Education and 504 Policies



### ***Access to Educational Services***

Civicorps Academy holds high expectations for all of its students and is committed to supporting students who are not achieving expected outcomes. Academically low-achieving students will be identified through diagnostic measures, teacher recommendation, progress reports, test scores, and/or other assessment measures. Should students appear to require additional assistance, Civicorps Academy will recommend individualized instruction and small group work.

Students with Individualized Education Plans (IEP's) or 504 Plans will be identified and provided with the accommodations and modifications as documented and Civicorps will ensure appropriate individualized goals are set for qualifying students.

*Corpmember Handbook, page 7*

### ***Support for Students with Special Needs.***

Civicorps Corpmember Academy pledges to work in cooperation with the Oakland Unified School District and its special education local plan area (SELPA) to ensure that a free and appropriate education is provided to all students with exceptional needs.

To identify students who may be in need of special education services, Civicorps Academy staff will ask its parents and students upon enrollment if they have an Individualized Educational Program (IEP). The school staff will also forward its enrollment lists to the OUSD SELPA to check to see if any of its students have an open IEP. Should students appear to require additional assistance, Civicorps Academy faculty will create a student study team (SST) comprised of teachers, family members, the student (when appropriate) and other support providers to identify strategies to better support the student's success. In coordination with the local SELPA, professional development in supporting and identifying students with disabilities and utilizing resources for students will be provided to Civicorps Academy teachers annually.

The student study team will collaborate with special education professionals provided through our SELPA to ensure that appropriate individualized goals are set for all students with disabilities. In addition, the team will ensure that action plans with clearly delineated objectives, due dates, and assignments of responsibility for implementation is carried forth.

The school intends to function as a "public school of the local education agency that granted the charter" for purposes of providing special education services pursuant to Education Code Section 47641(b). The Charter School will annually and in good faith negotiate written agreements with the authorizing district and SELPA to clearly specify the fees and services to be provided. The school shall enjoy reasonable flexibility to decide whether to receive services, funding, or some combination of both pursuant to Education Code Section 47646(b). Nothing in this charter shall be deemed to prevent

the school from opting to exercise its option to function as an independent local education agency in the future.

*Civicorps Academy Charter Petition 10/2011, page 9*





## **Civicorps Corpsmember Academy**

### **Suspension / Expulsion Policy and Procedures**

#### ***Involuntary Termination and Discipline***

Violation of Civicorps policies and rules may warrant disciplinary action. Civicorps has established a system of progressive discipline that includes verbal warnings, written warnings, counseling and contracts, and suspension. The system is not formal, except regarding attendance (see below), and Civicorps may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to, and including, long-term suspension (termination) of employment. Civicorps' policy of discipline in no way limits or alters the at-will employment relationship.

In addition, corpsmembers need to be aware that any staff person at Civicorps may initiate disciplinary action anytime. Academy staff may initiate disciplinary action if policies and procedures are not followed in the classroom.

#### ***Voluntary Termination***

Voluntary termination results when a corpsmember voluntarily resigns his or her employment. All Civicorps-owned property, including hard hats, must be returned immediately upon termination of employment. Corpsmembers will be charged for Civicorps-owned equipment that is not returned. It will be deducted from their final pay check in accordance with their prior written authorization.

**Job Abandonment:** Civicorps will assume a Corpsmember has left the program after four days of no contact with his/her supervisor. The Corpsmember will be placed on long-term suspension (termination).

#### ***Exiting the Program***

Civicorps Corpsmember Academy is a training program and is not a permanent job or a school to linger in. All corpsmembers will receive an exit letter after one year in the program, at which point they will be required to submit a request for extension. The written request will be considered by the Corpsmember program managers and the corpsmember's individual gains made in both school and work will be reviewed. If it is found that gains are not being made, the corpsmember's individual situation will be reviewed and steps will be recommended that the corpsmember must take in order to remain in the program. A written reply will be provided to the corpsmember articulating the expectations and revised exit date.

If the corpsmember does not meet the established goals, he or she may be asked to leave the program.

Prior to graduation, Corpsmembers will be scheduled to meet with the College and Career Counselors to begin the exit process. All corpsmembers will meet with the College and Career Counselors prior to exiting the program in order to plan for post-Corps success.

### ***Appeal Process***

Civicorps strives to give corpsmembers a voice throughout the discipline process. If a corpsmember disagrees with the discipline assigned to them (contract, termination, etc.), they have the right to complete the written appeal form within three days of the incident and submit it to the Head of School. The appeal will be reviewed by an appeal panel which meets once a week, and is made up of Corpsmembers in good standing. The appeal panel will issue a response to the appeal within 3 days of that meeting.

### ***Return Policy***

Civicorps allows former corpsmembers to apply for re-enrollment and rehire. To re-apply to the program, corpsmembers must write a letter to the Academy explaining their reason for leaving and the reasons they wish to return, including goals and objectives. The management team will review the letter and take into consideration such things as: the number of times the Corpsmembers has been in the program, how they left the program, what standing they were in when they were last in the program, and their level of readiness for full participation in the program. After the management team makes a determination, the corpsmember will be informed via telephone. If the corpsmember is eligible to return they will be interviewed and invited to the upcoming orientation or invited to apply for an intern level position.

Corpsmembers are eligible to return to the program after they have been out of the program a minimum of 30 days.

*Corpsmember Handbook, page 13-14*



**CIVICORPS**  
**Annual Report Fiscal Year 2016**  
**We Make Oakland Look Good**



Civicorps' mission is to re-engage young adults to earn a high-school diploma, gain job skills, pursue college, and embark on family sustaining careers.



From the desk of the Executive Director

## TOP 7 SUCCESSES IN FISCAL YEAR 2015-16

1. Civicorps' 72% graduation rate surpassed the OUSD graduation rate
2. Our first two Teamster Apprentices started at Waste Management
3. CompTIA computer certification training classes began
4. College-prep English and Math is now offered to all students
5. Over \$1.3 million in grants secured to support education and job training
6. #BabiesofCivicorps onesies distributed to hardworking parents
7. Civicorps cited as a model program in a speech to the US Conference of Mayors



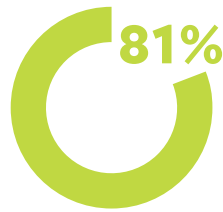
# SUPPORT

Civicorps provides the support services opportunity youth need to overcome their barriers, cultivate their talent, and unleash their potential.



EVERY STUDENT HAS ACCESS TO **12 support staff**

**1,358**  
counseling sessions  
held each year

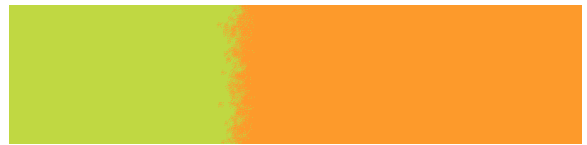


**81%** of students feel that they have the skills to manage their emotions after 14 weeks in the program

# DEMOGRAPHICS



**61%** African - American  
**26%** Latino  
**9%** Asian  
**4%** Mixed Race & Other



**♀ 35%** Female      **♂ 65%** Male

**50%**  
Have  
experienced  
homelessness

**50%**  
Formerly  
incarcerated

**40%**  
Have a  
learning  
disability

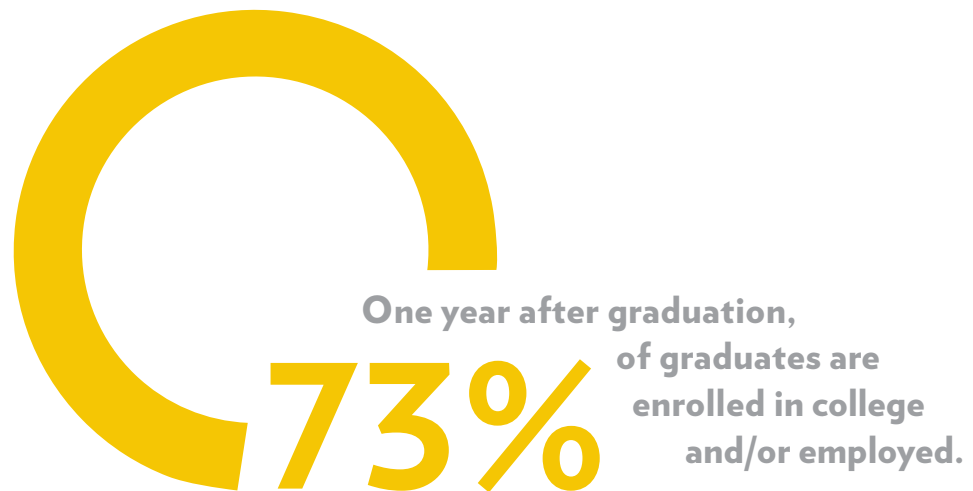
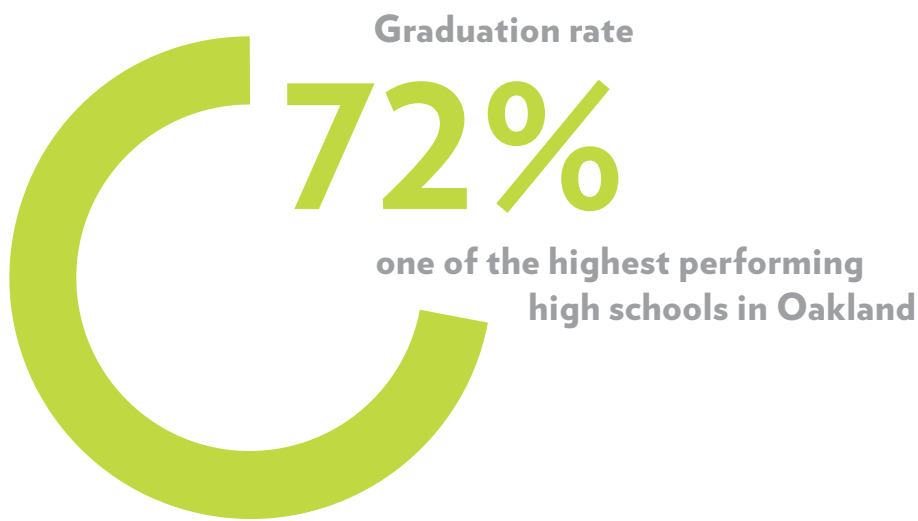
**35%**  
Parents  
of young  
children

**32%**  
Victim of  
violence

**24%**  
Former  
foster  
youth

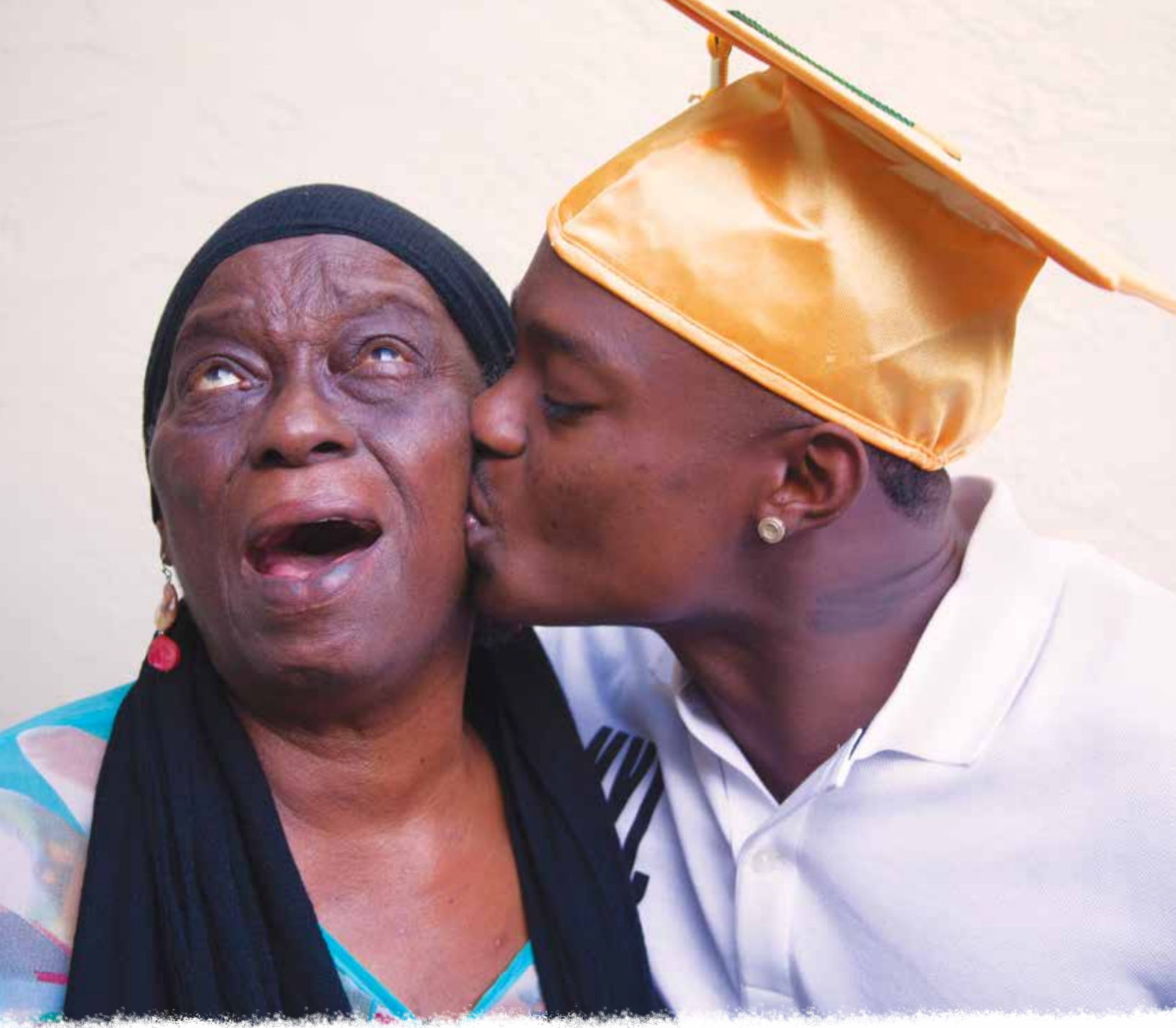


# IMPACT



“Civicorps graduates our high schoolers who’ve been failed by the school district. They train and get careers for our brothers and sisters who’ve been left behind by the rapidly changing economy. I’m proud to stand beside them as a champion for Civicorps’ mission of empowering Oaklanders towards self-sufficiency.” – Councilwoman Lynette McElhaney





**“For over 30 years, Civicorps has provided our youth with the tools for a promising future, rather than being locked into the mistakes of their past. Thank you Civicorps for recognizing the talent and brilliance of our youth and giving them real opportunities to dream the dreams and live the lives they deserve.” — Assemblymember Rob Bonta**



**EDUARDO:**

I FOUND **my calling**

**CANDACE:**

I FOUND **opportunity**

**BRANDON:**

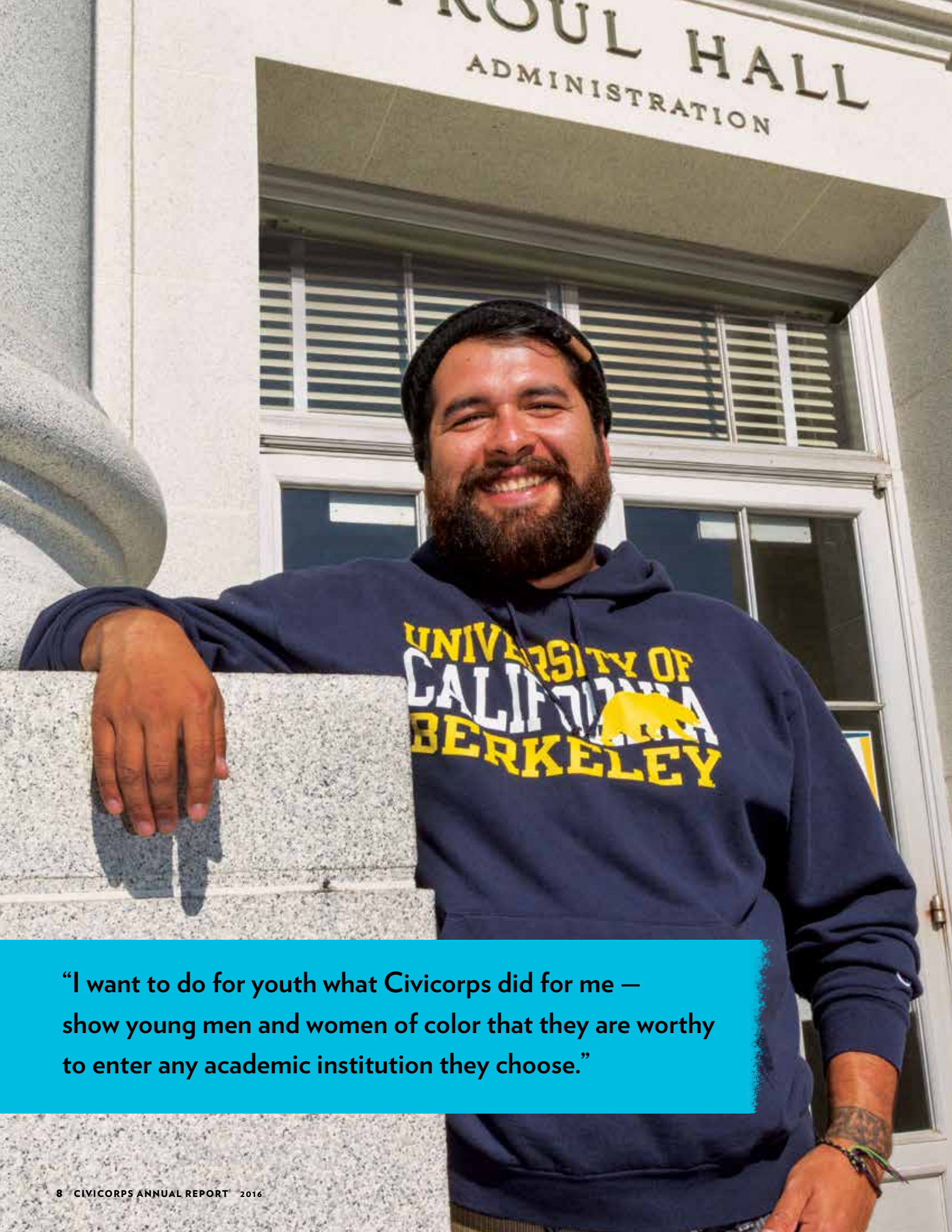
I FOUND **leadership**

**KEVIN:**

I FOUND **confidence**

**BETHANY:**

I FOUND **peace**



**“I want to do for youth what Civicorps did for me — show young men and women of color that they are worthy to enter any academic institution they choose.”**

**EDUARDO:**

# I FOUND **my calling**

**Most of his life, Eduardo felt like he was caught between two worlds: too Latino to feel American and too Americanized to fully identify with his roots.**

Growing up, he spent a lot of time watching TV and noticing that the people he saw on TV didn't look like him, and the ones who did were either the bad guys or the butt of the joke. School administrators saw him as a stereotype and automatically placed him in ESL classes — even though English is his primary language.

On days that Eduardo would skip class, he could be found on the University of California at Berkeley campus, sitting on the steps of Sproul Hall sketching in his notebook. He'd think to himself "I should be a student here" but he wasn't sure a higher education was an option for people like him.

Civcorps was Eduardo's turning point. From the moment he walked through the doors he knew that Civcorps was different — here, he was seen for who he was — instead of a stereotype.

He flew through his high-school diploma requirements with ease and the staff began encouraging him to pursue college. Once enrolled at Merritt College, Eduardo connected to his passion for art that has led him down a prestigious path — one that would take him to Sproul Hall.

In May 2016, Eduardo graduated from UC Berkeley with a double major in Practice of Art and Ethnic Studies, and received the Theresa Hak-Kyung Cha Fellowship from UC Berkeley and the Berkeley Art Museum and Film Archive to support him as he pursues his Masters in Visual and Critical Studies at the School of the Art Institute in Chicago.

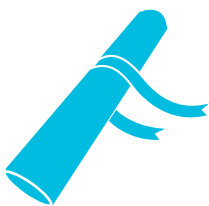
"I'm just a kid from East Oakland who didn't know there was a West Oakland until Civcorps. Now I'm moving to Chicago to enter one of the most esteemed art schools in the nation. Without Civcorps, I would still be thinking I was the butt of the joke instead of believing I could be an art professor."





## HIGH-SCHOOL DIPLOMA

Civicorps is the only place a young adult age 18 to 26 can earn a high-school diploma in Oakland.



**43** students graduated with a high-school diploma



**771,776** educational hours delivered

## COLLEGE

We create a college-going culture from Day 1 of enrollment.



**65%** of students feel confident that they can handle the pace of a college course

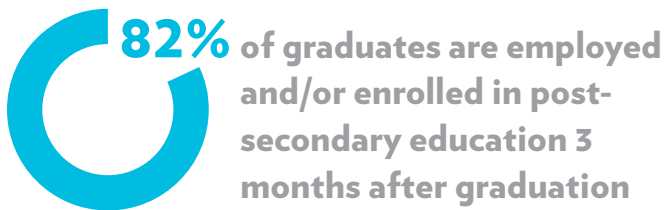


**\$150,629** in AmeriCorps college scholarships were awarded in 2015-16 school year



## CAREER

Earning a high-school diploma is only the first step towards self-sustainability, so we prepare youth for high-demand careers.



## ENVIRONMENTAL CONSERVATION

During job training, youth work on real contracts for some of the largest employers in the East Bay such as Caltrans, EBMUD, East Bay Regional Parks, and more.





**“Civicorps was like a second home for me; my teachers cared and my crew depended on me. The most important thing I learned was a sense of responsibility and consistency. There are opportunities here — but you have to be willing to take advantage of them and do the work.”**

**CANDACE:**

# I FOUND **opportunity**

**When Candace steps into a room, her presence cannot be ignored. She stands tall, proud and confident. She strikes you as someone who was born to succeed. It's difficult to believe that her path to success wasn't always linear.**

Feeling confined within a one-size-fits-all approach to education, Candace grew bored and disenfranchised and decided to stop going to school. Ultimately, though, she knew quitting wasn't the answer.

She had heard about local job corps programs through siblings and that students could earn wages while they learned. That's when she found Civicorps — and decided to give her future another shot.

It wasn't long before she was earning awards every Friday at community meetings for *Perfect Attendance*, *Most Improved*, *Hardest Worker*, and even, *Yogi of the Month*, creating a feedback loop that motivated her to work even harder. Her confidence soared and she took on every opportunity.

The rapid personal growth she experienced at Civicorps led Candace to be awarded Corpsmember of the Year — which is only offered to six youth in the entire nation — and shortly thereafter, she secured a Learning Academy internship with Civicorps.

Once her first internship ended, Candace was selected to intern with the City of Oakland's Environmental Services Division. Then, with a stack of positive reviews from supervisors under her belt and a strong administrative background, Candace was hired to a salaried position at Waste Management.

“Candace Washington is a model employee...she exemplifies the self-discipline and self-motivation skills necessary to be successful in all future endeavors,” said her current supervisor at Waste Management, Katrina Watts-McFarland.

More impressive still, Candace has managed a 4.0 GPA at Alameda College while working full-time. Her dream is to work towards licensure as a counselor so that she can help other Oakland youth.

“Civicorps gave me the chance to start over, and in life that does not happen very often. I have taken full advantage of the opportunity and want to show others that it's never too late for a second chance.”





## CIVICORPS RECYCLING SOCIAL ENTERPRISE

Civicorps Recycling provides commercial recycling collection services to businesses throughout Alameda County while it trains young adults to enter truck-driving careers.

### FROM JULY 2015 TO JUNE 2016



From  
**273 to 802**  
business accounts  
in one year



**25,178 lbs.**  
of E-waste collected



**2,190 tons**  
of recyclable material collected



**119**  
oil inspections  
performed



**2,179**  
illegally dumped  
tires collected



**10**  
truck-driving pre-apprentices  
driving Class B and Class C trucks





## **BRANDON:** I FOUND **leadership**

**Never give up. Always think before you react. Stay positive, no matter what. Be a leader; never be a follower.**

These are Brandon's five core principles, formed by his own experiences at Civicorps, that he tries to instill in his trainees as the Staff Driver Trainer at Civicorps Recycling.

"I teach them to be motivated, dedicated, and adaptable. If something gets thrown at you, what are you going to do, are you going to panic, or are you going to figure it out?"

Brandon's paradigm was influenced by his time at Civicorps. Though he is naturally gifted when it comes to working with heavy machinery and mentoring youth, he was never very good at standardized tests. When he failed his exit exams for the third time, he could have easily given up, but he wasn't willing to settle. He dedicated all of his free hours at Civicorps to studying — even staying after the teachers left. The next time around, he passed his test.

"The feeling was one of the best feelings of my life. With hard work and a positive mindset, I did it," he said.

During his time at Civicorps, Brandon distinguished himself as a hard worker and as a leader: he was promoted to Crew Leader and was selected as Corpsmember of the Year, a national distinction for a selected few among 30,000 conservation corps participants across the country.

Brandon's goal is to continue growing his recycling career as a leader and mentor for students at Civicorps. "I want to help the youth do positive things in life, like finish high school, go to college, get a good job and move out of the hood just like I did."

# UNION PATHWAYS

Civicorps is partnering with local businesses like Waste Management and Schnitzer Steel plus unions like Teamster Local 70 and the International Association of Machinist and Aerospace Workers to help our graduates enter unionized careers.

**Graduate from  
Civicorps**

**Pre-Apprenticeship  
at Civicorps  
Recycling**

**Union  
Apprenticeship  
at Waste  
Management**

**Teamster Truck  
Driver earning  
\$70,000/year**



**“I now have a career I can be proud of.”  
– Wulliam Montolla, Waste Management Apprentice**



“Civicorps doesn’t just preach transformation, it’s for real. The education and training Civicorps provides to our young adults, who are otherwise skipped over, is truly transforming. The success and high percent of graduates demonstrates Civicorps’ impacts are lasting and durable.” — Assemblymember Nancy Skinner

**“The ‘Corps helped me see that there’s more out there than the street life. When I had doubts about my abilities, they were right there saying ‘Kevin, you’ve got this. You can do it.’ They were constantly supportive and offered me opportunities that gave me a new confidence in myself.”**



**KEVIN:**

# I FOUND **confidence**

**“I come from an area here in Oakland known as the Dubs. The people that I surrounded myself with growing up would rob people and sell drugs. I dropped out of school in 6th grade and at 13 years old I was driving a two-tone Caprice with rims. I was attracted to the fancy stuff; I wanted to feel like I was somebody.”**

The trouble Kevin got into would land him in juvenile corrections programs. As he got older with a growing rap sheet, he realized he was looking at bigger consequences, and the cost of flashy cars, quick money, and status became too steep.

As soon as he enrolled at Civicorps, Kevin became laser-focused on his end goal: completing the program and starting a career he could feel proud of. He completed the program in just 8 months — the fastest time possible — despite having not attended school regularly since the 6th grade.

Inspired by his hard work, Civicorps staff encouraged Kevin to take on new challenges.

“My career counselor suggested I try out for an internship with the Oakland Housing Authority (OHA). I met with the hiring manager and even though I barely knew how to use computers, they were willing to train me. I guess they saw potential in me,” Kevin said.

While Kevin’s internship was only meant to last six months, his performance so exceeded expectations that OHA kept him on for eighteen months. When a full-time job opportunity came up with Schnitzer Steel, Civicorps career counselors thought of Kevin as the perfect candidate and encouraged him to apply. He made a great impression on the recruiter in his interview and got the job.

Kevin started out at Schnitzer in an entry-level position and within a few weeks, he was offered a higher position in Warehouse Operations. After just three months in his new role, Schnitzer wanted to promote him to a full-time employee, but the corporate office had some concerns about his history. Kevin’s supervisors and Civicorps advocated for him, and he got the promotion.

“People are starting to see me as a professional young man who is trying to better himself rather than another street statistic. It feels good knowing I have what it takes to succeed.”





**BETHANY:**

## I FOUND **peace**

**When new Civicorps students need that extra push to get them out of bed in the morning, Bethany, Civicorps' Student Outreach Associate, is right there with a motivational text message, letting them know that someone cares about them.**

She recalls similar days when she was a student at Civicorps. It took her father waking her up and getting her to school on time, and then watching her young child while she was away.

"I know that not everybody has a supportive dad like I do, so I try to be that person who will motivate them."

When Bethany was only seven years old, her mom lost her fight to cancer and it turned her world upside down. Although her father was a stable force in her life, the untimely passing of her mother cut to the core.

By the age of 16, she had dropped out of school and begun hanging with the wrong crowd. In the brief time she spent on the block, she saw eight of her friends lose their lives to street violence. Her family became concerned and desperately sought out solutions. Eventually, they found Civicorps.

Once Bethany started orientation, she found the motivation she needed from her fellow classmates who had also struggled with loss in their lives and were also determined to succeed.

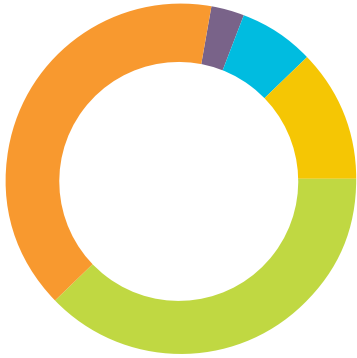
Compared to the life she has built since Civicorps — with the smiles and laughter of students when they feel that someone understands where they're coming from coloring her days — the life of turmoil she once knew seems like a distant memory.

"I was deeply impacted and changed by Civicorps. Coming here gave me a sense of peace that I'll take with me wherever I go."

# FINANCIALS

UNAUDITED FINANCIALS FOR FY15-16

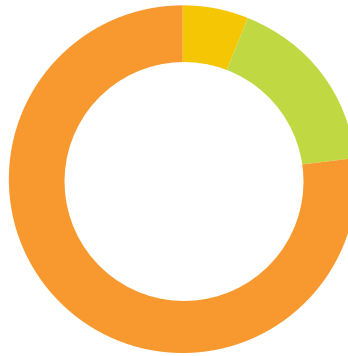
## REVENUE



<b>40%</b>	Recycling	\$2,980,113
<b>38%</b>	Public grants and contracts	\$2,831,679
<b>12%</b>	Charter school revenue	\$867,214
<b>7%</b>	Foundations and corporations	\$544,393
<b>3%</b>	Donations	\$221,109
<b>0%</b>	Other income	\$8,002
<b>100%</b>	<b>Total Revenue</b>	<b>\$7,452,510</b>

## EXPENSE

Program	\$5,259,175	<b>77%</b>
Operations	\$1,173,035	<b>17%</b>
General & Administrative	\$425,595	<b>6%</b>
<b>Total Expenses</b>	<b>\$6,857,805</b>	<b>100%</b>



## CIVICORPS BOARD OF DIRECTORS FISCAL YEAR 2016-2017

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Alameda County Office of Education: Career Pathways Trust II

Alameda County Probation: Community Capacity Fund

Alameda County—Oakland Community Action Partnership

Department of Labor: Face Forward with YEP

Oakland Unite

Oakland Workforce Investment Board

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Charles Schwab Foundation

Enterprise Holdings Foundation

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## OUSD District Required Language for Charter School Petitions (New and Renewal) and Material Revisions

Dear Applicants:

On the following pages, you will find the “District Required Language” (“DRL”) that must be included in a comprehensive independent charter school petition, renewal petition, or request for material revision.

### Please follow the instructions below:

- Check the Office of Charter Schools (“the OCS”) website to ensure that this document is the current version of the DRL, as it may be changed from time to time.
- Place the DRL for each Element at the beginning of the Element under the Element heading. Use the Element headings provided in the DRL, including the statutory language for each Element.
- As shown here, please highlight all DRL in gray to facilitate easy identification of the DRL within the petition.
- Do not add, delete, or change any provision of the DRL.**
- Ensure that all other provisions in the charter petition do not duplicate and are otherwise consistent with the provisions of the DRL.**
- Note that Element 11 does not include DRL other than its heading.

Please note that use of the DRL does not constitute an assurance or guarantee that the Board of Education will grant the Petition. The Office of Charter Schools will evaluate the Petition according to the criteria set forth in Education Code section 47605, and the Board may deny the petition if it finds any of the following: “(1) The charter school presents an unsound educational program for the pupils to be enrolled in the charter school; (2) The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition; (3) The petition does not contain the [required] number of signatures; (4) The petition does not contain an affirmation of each of the conditions described in subdivision [Education Code §§47605] (d); and (5) The petition does not contain reasonably comprehensive descriptions of all of the [criteria set forth in Education Code §§47605(b)(5)(A)-(Q).]”

The DRL is intended to constitute a minimum threshold for eligibility for submission, not an assurance or guarantee that the Petition will be granted.

## **Element 1**

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

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

*Charter School acknowledges and agrees that it must comply with all applicable laws and regulations related to AB 97 (Local Control Funding Formula), as they may be amended from time to time, which include the requirement that 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 sections 47604.33 and 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(b)(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. Charter School shall comply with all 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 annual update.” (Ed. Code § 47606.5(e).)*

*[CHARTER SCHOOL]’s pupil outcomes, disaggregated by major subgroups in compliance with Education Code section 47607(b)(5)(A)(ii), are as follows:”*

*[Charter School to insert pupil outcomes in compliance with Education Code section 47607(b)(5)(A)(ii)].*

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

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

## **Element 2**

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

*DRL: “In accordance with SB 1290, [CHARTER SCHOOL] pupil outcomes will be set related to increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of section 47607. The pupil outcomes shall align with state priorities, as*

*described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school.*

*[CHARTER SCHOOL]'s pupil outcomes, related to increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of section 47607, shall be aligned with state priorities, as described in subdivision (d) of Section 52060, are as follows:"*

*[Charter School to insert pupil outcomes in compliance with Education Code section 47607(b)(5)(B)].*

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

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

- A review of the progress towards the goals included in the charter, an assessment of the effectiveness of specific actions toward achieving those goals, and a description of the changes 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."*

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

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

- The chartering authority shall provide technical assistance to the charter school using an evaluation rubric adopted by the State Board.*
- The Superintendent may assign, at the request of the chartering authority and approval of the State Board, the California Collaborative for Educational Excellence to provide advice and assistance to the charter schools.*
- 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."*

### **Element 3**

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

*DRL: “Pursuant to the transition to California’s Common Core and the accompanying shift in the state accountability testing system, [CHARTER SCHOOL] will establish baseline performance in the first year of testing administration and will demonstrate growth in performance each year thereafter.”*

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

*DRL: “If [CHARTER SCHOOL] does not test (i.e., STAR) with the District, [CHARTER SCHOOL] hereby grants authority to the State of California to provide a copy of all test results directly to the District as well as the charter school.*

*Test results for the prior year, if not provided directly to the District by the State, will be provided by the charter school to the District no later than September 1 of each year.”*

#### **Element 4**

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

*DRL: “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 ensure that, at all times throughout the term of the Charter, the bylaws of its governing board and/or nonprofit corporation are and remain consistent with the provisions of this Charter. In the event that the governing board and/or nonprofit corporation operating Charter School amends the bylaws, Charter School shall provide a copy of the amended bylaws to the OCS within 30 days of adoption.*

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

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

#### **LEGAL AND POLICY COMPLIANCE**

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

*Charter School shall comply with all applicable federal and state reporting requirements, including but not limited to the requirements of CBEDS, CALPADS, the Public Schools Accountability Act of 1999, and Education Code section 47604.33.*

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

#### **NOTIFICATION OF THE DISTRICT**

*Charter School shall notify the OCS in writing of any citations or notices of workplace hazards, investigations by outside regulatory or investigative agencies, lawsuits, changes in corporate or legal status (e.g. loss of IRS 501(c)(3) status), or other formal complaints or notices, within one week of receipt of such notices by Charter School. Unless prohibited by law, Charter School shall notify the OCS in writing of any internal investigations within one week of commencing investigation. Charter School shall notify the OCS within 24 hours of any dire emergency or serious threat to the health and safety of students or staff.*

#### **STUDENT 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 16. Charter School shall comply with the requirements of Education Code section 49060 et seq., regarding rights to access student records and transfer of records for youth in foster care.*

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

*DRL: “[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.”*

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

*DRL: “[CHARTER SCHOOL] will maintain sufficient staff and systems including technology, required to ensure timely reporting necessary to comply with the law and to meet all reasonable inquiries from District and other authorized reporting agencies.”*

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

*DRL: “[CHARTER SCHOOL] 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. [CHARTER SCHOOL] acknowledges that it is subject to audit by OUSD if OUSD seeks an audit of [CHARTER SCHOOL] 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 [CHARTER SCHOOL] by law or charter provisions.”*

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

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

*[CHARTER SCHOOL] and/or its non-profit corporation will be solely responsible for the debts and obligations of the charter school.”*

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

*DRL: “To the extent that [CHARTER SCHOOL] is a recipient of federal funds, including federal Title I, Part A funds, [CHARTER SCHOOL] 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. [CHARTER SCHOOL] 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, and distribute to, parents of participating children, a school-parent compact.*
- Hold an annual Title I meeting for parents of participating Title I students.*
- Develop jointly with, agree on with, and distribute to, parents of participating children a written parent involvement policy.*

*[CHARTER SCHOOL] also understands that as part of its oversight of the school, the Office of Charter Schools may conduct program review of federal and state compliance issues.”*



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

**DRL: “EQUAL EMPLOYMENT OPPORTUNITY**

*Charter School acknowledges and agrees that all persons are entitled to equal employment opportunity. Charter School shall not discriminate against applicants or employees on the basis of 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.*

**ESEA/NCLB AND CREDENTIALING REQUIREMENTS**

*Charter School shall adhere to all requirements of the Elementary and Secondary Education Act (ESEA, also known as No Child Left Behind (NCLB)) 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.*

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

**Element 6**

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

**DRL: “HEALTH, SAFETY AND EMERGENCY PLAN**

*Charter School shall have a comprehensive site-specific Health, Safety and Emergency Plan, including but not limited to the acquisition and maintenance of adequate onsite emergency supplies, in place prior to beginning operation of Charter School each school year.*

*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 bloodborne pathogens, and shall maintain a calendar for, and conduct, emergency response drills for students and staff.*

*Charter School shall provide all employees, and other persons working on behalf of Charter School who are mandated reporters, with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person's employment if employed after the beginning of the school year, in accordance with the requirements of AB 1432 (2014).*

*Charter School shall stock and maintain the required number and type of emergency epinephrine auto-injectors onsite and provide training to employee volunteers in the storage and use of the epinephrine auto-injector as required by SB 1266 (2014).*

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

*Charter School shall periodically review, and update and/or modify as necessary, its Health, Safety and Emergency Plan, and keep it readily available for use and review upon CSD request.*

#### **FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)**

*Charter School, including its employees and officers, shall comply with the Family Educational Rights and Privacy Act (FERPA) and Education Code section 49060 et seq. at all times.*

#### **CRIMINAL BACKGROUND CLEARANCES AND FINGERPRINTING**

*Charter School shall comply with all requirements of Education Code sections 44237 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 schoolsite 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.*

*Charter School shall comply with the requirements set forth in Education Code section 44939.5 regarding the reporting of egregious misconduct committed by certificated employees.*

#### **IMMUNIZATION AND HEALTH SCREENING REQUIREMENTS**

*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.*

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

#### **SAFE PLACE TO LEARN ACT**

*Charter School shall comply with all applicable requirements of the Safe Place to Learn Act, Education Code section 234 et seq.*

#### **GUN-FREE SCHOOLS ACT**

*Charter School shall comply with the federal Gun-Free Schools Act.*

#### **TOBACCO USE PREVENTION**

*Charter School shall enact policies to prohibit the use of Tobacco near its school site in accordance with the provisions of California Health and Safety Code section 104495.”*

#### **Element 8**

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

#### **DRL: “DOCUMENTATION OF ADMISSIONS AND ENROLLMENT PROCESSES**

*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. These records shall be made available to the District upon request.*

#### **HOMELESS AND FOSTER YOUTH**

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

#### **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.*

## **PARENT ENGAGEMENT**

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

### **Element 9**

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

*DRL: “In order to ensure the necessary oversight and review of mandated reports for which the authorizer must determine fiscal health and sustainability, the following schedule of reporting deadline to the District will apply each year of the term of this charter;*

- o September 1 – Final Unaudited Financial Report for Prior Year*
- o December 1 – Final Audited Financial Report for Prior Year*
- o December 1 – First Interim Financial Report for Current Year*
- o March 1 – Second Interim Financial Report for Current Year*
- o June 15 – Preliminary Budget for Subsequent Year”*

### **Element 12**

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

*DRL: “Pupils who choose not to attend the Charter School may choose to attend other public schools in their district of residence or pursue inter-district transfers in accordance with existing enrollment and transfer policies of the District. Parents or guardians of each pupil enrolled in*

*the Charter School shall be informed that the pupil has no right to admission in a particular school of any local educational agency (LEA) (or program of any LEA) as a consequence of enrollment in the charter school, except to the extent that such a right is extended by the LEA.*

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

*DRL: “Employees of the District who choose to leave the employment of the District to work at Charter School shall have no automatic rights of return to the District after employment at Charter School unless specifically 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 will be administered in accordance with applicable collective bargaining agreements and any applicable judicial rulings.”*

#### **Element 14**

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

*DRL: “Charter School will establish complaint procedures that address both complaints alleging discrimination or violations of law and complaints regarding other areas. Charter School will not, at any time, refer complaints to the District.*

*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 ombudsperson for situations in which the school leader is the subject of the complaint. 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 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.*

*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.”*

*DRL: “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 agreement, except any controversy or claim that in any way related to revocation of this 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(c), 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, by facsimile, or by certified mail. The Written Notification shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 PM or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail. All written notices shall be addressed as follows:*

*To Charter School, c/o School Director:  
[CHARTER SCHOOL]  
Oakland, CA*

*To Coordinator, Office of Charter Schools:  
1000 Broadway, 6th Floor, Suite 639  
Oakland, CA 94607*

*(2) A written response (“Written Response”) shall be tendered to the party providing the Written Notification within twenty (20) business days from the date of receipt of the Written Notification. The Written Response shall state the responding party’s position on all issues stated in the Written Notification and set forth all facts which the responding party believes supports its position. The Written Response may be tendered by personal delivery, by facsimile, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00p.m., or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail.*

*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...*

*(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*

#### **Element 15**

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

#### **DRL: “REVOCATION OF THE CHARTER**

*The District may revoke the Charter if Charter School commits a breach of any provision set forth in a policy related to charter schools adopted by the District Board of Education and/or any provisions set forth in the Charter Schools Act of 1992. The District may revoke the charter of Charter School if the District finds, through a showing of substantial evidence, that Charter School did any of the following:*

- *Charter School committed a material violation of any of the conditions, standards, or procedures set forth in the Charter.*
- *Charter School failed to meet or pursue any of the pupil outcomes identified in the Charter.*
- *Charter School failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.*
- *Charter School violated any provision of law.*

*Prior to revocation, and in accordance with Education Code section 47607(d) and state regulations, the OUSD Board of Education will notify Charter School in writing of the specific violation, and give Charter School a reasonable opportunity to cure the violation, unless the OUSD Board of Education determines, in writing, that the violation constitutes a severe and imminent threat to the health or safety of the pupils. Revocation proceedings are not subject to the dispute resolution clause set forth in this Charter.*

*Pursuant to AB 97, charter schools may be identified for assistance based on state evaluation rubrics and be subject to revocation pursuant to Education Code section 47607.3.*

## *CLOSURE ACTION*

*The decision to close Charter School, either by the governing board of Charter School or by the OUSD Board of Education, must be documented in a “Closure Action”. A Closure Action shall be deemed to have been automatically taken when any of the following occur: the Charter is revoked (subject to the provisions of Education Code section 47607(i)) or non-renewed by the OUSD Board of Education; the governing board of Charter School votes to close Charter School; or the Charter lapses.*

## *CLOSURE PROCEDURES*

*The procedures for charter school closure set forth below are guided by Education Code sections 47604.32, 47605, and 47607 as well as California Code of Regulations, title 5, sections 11962 and 11962.1, and are based on “Charter School Closure Requirements and Recommendations (Revised 08/2009)” posted on the California Department of Education website. All references to “Charter School” apply to Charter School, including its nonprofit corporation and governing board.*

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



5. *The retirement systems in which Charter School's employees participate. Within fourteen (14) calendar days of the Closure Action, Charter School shall notify, as applicable, the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), the Social Security Administration, and the Alameda County Office of Education of the Closure Action, and follow their respective procedures for dissolving contracts and reporting. Charter School shall provide a copy of this notification and correspondence to the OCS.*

6. *The California Department of Education (CDE). Charter School shall send written notification of the Closure Action to the CDE by registered mail within 72 hours of the Closure Action. Charter School shall provide a copy of this notification to the OCS.*

7. *Any school district that may be responsible for providing education services to the former students of Charter School. Charter School shall send written notification of the Closure Action within 72 hours of the Closure Action. This notice must include a list of potentially returning students and their home schools based on student residence. Charter School shall provide a copy of these notifications, if any, to the OCS.*

8. *All Charter School employees and vendors within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written employee and vendor notification to the OCS.*

*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 days of the effective date of closure, Charter School shall provide all employees with written verification of employment. Charter School shall send copies of such letters to the 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 the Charter Schools Division in accordance with the District procedures applicable at the time of closure. This list shall include the student's identification number, Statewide Student Identifier (SSID), birthdate, grade, full name, address, home school/school district, enrollment date, exit code, exit date, parent/guardian name(s), and phone number(s). If the Charter School closure occurs before the end of the school year, the list also shall indicate the name of the school to which each student is transferring, if known. This electronic master list shall be delivered to the OCS in the form of a CD or otherwise in accordance with District procedures.*
4. *Charter School must organize the original cumulative files for delivery to the District in two categories: active students and inactive students. Charter School will coordinate with the OCS for the delivery and/or pickup of student records.*
5. *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 the OCS a copy of student attendance records, teacher gradebooks, Charter School payroll and personnel records, and Title I records (if applicable). Personnel records must include any and all employee records including, but not limited to, records related to performance and grievance.*

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 will notify Charter School and the authorizing entity of any liabilities Charter School owes the state, which may include overpayment of apportionments, unpaid revolving fund loans or grants, and/or similar 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 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.*

*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 budgets*
2. *Interim financial reports*
3. *Second interim financial reports*
4. *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 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 wind-up 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 CharterSchool 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:*

- a. File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.*
- b. File a Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63).*
- c. Make final federal tax payments (employee taxes, etc.)*
- d. File its final withholding tax return (Treasury Form 165).*
- e. File its final return with the IRS (Form 990 and Schedule).*

*This Element 16 shall survive the revocation, 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 16. The District therefore reserves 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.”*

## **REQUIRED NOTIFICATION TO DISTRICT**

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

*DRL: “[CHARTER SCHOOL] shall notify, within 30 days, the superintendent of the school district of any pupil who is expelled or leaves [CHARTER SCHOOL] without graduating or completing the school year for any reason. The school district notified shall be determined by the pupil’s last known address. [CHARTER SCHOOL] shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information, pursuant to Education Code Section 47605(d)(3).”*

*“[CHARTER SCHOOL] shall define any student dismissal under the Charter School’s disciplinary procedure, or termination of a student’s right to attend the [CHARTER SCHOOL] under its disciplinary procedure, as an “expulsion” under the Education Code.”*

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

*“In the case of a special education student, or a student who receives 504 accommodations, [CHARTER SCHOOL] will ensure that it makes the necessary adjustments to comply with the mandates of State and federal laws, including the IDEA and Section 504 of the Rehabilitation Plan of 1973, regarding the discipline of students with disabilities. Prior to recommending expulsion for a Section 504 student or special education student, the charter administrator will convene a review committee to determine 1) if the conduct in question was caused by, or had a direct and substantial relationship to the child’s disability; or 2) if the conduct in question was the direct result of the LEA’s failure to implement the 504 plan or IEP. If it is determined that the student’s misconduct was not caused by or had direct and substantial relationship to the child’s disability or the conduct in question was not a direct result of the LEA’s failure to implement the 504 plan or IEP, the student may be expelled.”*

## **FACILITIES**

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

*DRL: “If Charter School is using District facilities as of the date of the submittal of this charter petition, renewal petition, or request for material revision, or takes occupancy of District facilities prior to the approval of this charter petition, Charter School shall execute an agreement provided by the District for the use of the District facilities as a condition of the approval of the charter petition. If at any time after the approval of this charter petition, renewal petition, or request for material revision, Charter School will occupy and use any District facilities, Charter School shall execute an agreement provided by the District for the use of the District facilities prior to occupancy and commencing use. Charter School shall implement and otherwise comply with the terms of any and all applicable facilities use agreements between Charter School and the District.*

*Notwithstanding any provision of any existing agreement for the use of District facilities, no agreement for the use of District facilities shall automatically renew or extend its term with the renewal of the charter petition. The circumstances of Charter School’s occupancy of District facilities may change over time such as, but not limited to, enrollment, programs, and the conditions of facilities, and the District has a vested interest in having an agreement that is appropriate for the situation.*

*Prop. 39 Single Year Co-Location Use Agreement shall be limited to one (1) school year and expire on the date stated in said instrument, unless otherwise agreed to by the District. There is no automatic renewal.*

*For any other use agreement, the term shall not exceed five (5) years or shall be co-terminus with the charter petition, whichever is shorter, and may be one (1) school year in duration, at the option of the District. Charter School and the District shall negotiate any modifications of the agreement with the goal of such amendment or new agreement being considered by the OUSD Board of Education with the renewal of the charter petition. If Charter School and the District*

*cannot execute an agreement in time for such to be considered by the Board of Education with the renewal of the charter petition, the approval of the renewal of the charter petition shall be conditioned upon Charter School and the District executing an amendment to the existing use agreement or a new agreement no later than May 1st or within nine (9) months of the date of the Board of Education's approval of the renewal of the charter petition. During such time period Charter School shall be permitted to remain in occupancy of the District facilities under the terms and conditions of the immediately preceding, executed use agreement; provided, that if Charter School and the District cannot agree upon and execute an amendment or new use agreement by said deadline, Charter School shall vacate the District facilities on or before June 30th of said school year.*

*Charter School agrees that occupancy and use of District facilities shall be in compliance with applicable laws and District policies for the operation and maintenance of District facilities and furnishings and equipment. All District facilities (i.e. schools) will remain subject to those laws applicable to public schools.*

*In the event of an emergency, all District facilities (i.e. schools) are available for use by the American Red Cross and public agencies as emergency locations, which may disrupt or prevent Charter School from conducting its educational programs. If Charter School will share the use of District facilities with other District user groups, Charter School agrees it will participate in and observe all District safety policies (e.g., emergency chain of information and participation in safety drills).*

*The use agreements provided by the District for District facilities shall contain terms and conditions addressing issues such as, but not limited to, the following:*

- *Use: Charter School will be restricted to using the District facilities for the operation of a public school providing educational instruction to public school students consistent with the terms of the Charter and incidental related uses. The District shall have the right to inspect District facilities upon reasonable notice to Charter School.*
- *Furnishings and Equipment: The District shall retain ownership of any furnishings and equipment, including technology, ("F&E") that it provides to Charter School for use. Charter School, at its sole cost and expense, shall provide maintenance and other services for the good and safe operation of the F&E.*
- *Leasing; Licensing: Use of the District facilities by any person or entity other than Charter School shall be administered by the District. The parties may agree to an alternative arrangement in the use agreement.*
- *Programs, Services, and Activities Outside Instructional Program; Third Party Vendors*
  - (i) *Any program, service, or activity provided outside the instructional program shall be subject to the terms and provisions of the use agreement, and, additionally, may require a license, permit, or additional agreement issued by the District. The term "instructional*

program” is defined, per Education Code section 47612 and 5 CCR section 11960, as those required educational activities that generate funding based on “average daily attendance” and includes those extracurricular programs, services, and/or activities that students are required to participate in and do not require the payment of any consideration or fee.

(ii) Any program, service, or activity requiring the payment of any consideration or fee or provided by a third party vendor (defined as any person or entity other than Charter School), whether paid or volunteer and regardless of whether such may be within the instructional program, shall be subject to the terms and provisions of the use agreement and such third party vendor shall be required to obtain a license, permit, or additional agreement from the District.

- *Minimum Payments or Charges to be Paid to District Arising From the Facilities:*

(i) *Pro Rata Share: The District shall collect and Charter School shall pay a Pro Rata Share for facilities costs as provided in the Charter Schools Act of 1992 and its regulations. The parties may agree to an alternative arrangement regarding facilities costs in the use agreement; and*

(ii) *Taxes; Assessments: Generally, Charter School shall pay any assessment or fee imposed upon or levied on the OUSD facilities that it is occupying or Charter School’s legal or equitable interest created by the use agreement.*

- *Maintenance & Operations Services: In the event the District agrees to allow Charter School to perform any of the operation and maintenance services, the District shall have the right to inspect the District facilities, and the costs incurred in such inspection shall be paid by Charter School.*

(i) *Co-Location: If Charter School is co-locating or sharing the District facilities with another user, the District shall provide the operations and maintenance services for the District facilities and Charter School shall pay the Pro Rata Share. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such in the use agreement.*

(ii) *Sole Occupant: If Charter School is a sole occupant of District facilities, the District shall allow Charter School, at its sole cost and expense, to provide some operations and maintenance services for the District facilities in accordance with applicable laws and OUSD’s policies on operations and maintenance services for facilities and F&E. NOTWITHSTANDING THE FOREGOING, the District shall provide all services for regulatory inspections which as the owner of the real property it is required to submit, and deferred maintenance, and Charter School shall pay OUSD for the cost and expense of providing those services. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such services in the use agreement.*

- *Real Property Insurance: Prior to occupancy, Charter School shall satisfy requirements to participate in OUSD’s property insurance or, if Charter School is the sole occupant of OUSD facilities, obtain and maintain separate property insurance for the OUSD facilities. Charter School shall not have the option of obtaining and maintaining separate property insurance for*



*the OUSD facility IF Charter School is co-locating or sharing the OUSD facility with another user.*

#### *Non-District-Owned Facilities*

*Occupancy and Use of the Site: Prior to occupancy or use of any school site or facility, Charter School shall provide the OCS with a current Certificate of Occupancy or equivalent document issued by the applicable permitting agency that allows Charter School to use and occupy the site as a charter school. Charter School shall not exceed the operating capacity of the site and shall operate within any limitations or requirements provided by the Certificate of Occupancy and any applicable permit. Charter School may not open or operate without providing a copy of an appropriate Certificate of Occupancy to the OCS. If Charter School intends to move or expand to another facility during the term of this Charter, Charter School shall adhere to any and all District policies and procedures regarding charter material revision and non-material amendment. Prior to occupancy or use of any such additional or changed school site, Charter School shall provide an appropriate Certificate of Occupancy to the OCS for such facility. Notwithstanding any language to the contrary in this Charter, the interpretation, application, and enforcement of this provision are not subject to the Dispute Resolution Process outlined in Element 14.*

*Facility Compliance: Prior to occupancy or use of any school site or facility, Charter School shall provide adequate documentation to the OCS that the facility complies with all applicable building codes, standards and regulations adopted by the city and/or county agencies responsible for building and safety standards for the city in which Charter School is to be located, federal and state accessibility requirements (including the Americans with Disabilities Act (ADA) and Section 504), and all other applicable fire, health, and structural safety and access requirements. This requirement shall also apply to the construction, reconstruction, alteration of or addition to the facility. Charter School shall resolve in a timely manner any and all corrective actions, orders to comply, or notices issued by the authorized building and safety agency or the District. Charter School cannot exempt itself from applicable building and zoning codes, ordinances, and ADA/Section 504 requirements. Charter School shall maintain on file readily accessible records that document facilities compliance and provide such documentation to the OCS upon request.*

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

*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.*

*DRL: "If Charter School] fails to submit a certificate of occupancy or other valid documentation to the District verifying that the intended facility in which the school will operate complies with Education Code Section 47610, not less than 30 days before the school is scheduled to begin operation pursuant to the first year of this renewal term, it may not commence operations unless an exception is made by the OCS and/or the local planning*

*department or equivalent agency. If Charter School moves or expands to another facility during the term of this charter, Charter School shall provide a certificate of occupancy or other valid documentation to the District verifying that the intended facility in which the school will operate complies with Education Code Section 47610, to the District for each facility at least 30 days before school is scheduled to begin operations in the facility or facilities. Charter School shall not begin operation in any location for which it has failed to timely provide a certificate of occupancy to the District, unless an exception is made by the OCS and/or the local planning department or equivalent agency.*

*Notwithstanding any language to the contrary in this charter, the interpretation, application, and enforcement of this provision are not subject to the Dispute Resolution Process.”*

## **ADMINISTRATIVE SERVICES**

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

*DRL: “The District may charge for the actual costs of supervisory oversight of [CHARTER SCHOOL] not to exceed 1% of the charter school’s revenue, or the District may charge for the actual costs of supervisory oversight of the Charter School not to exceed 3% if [CHARTER SCHOOL] is able to obtain substantially rent free facilities from the District. Notwithstanding the foregoing, the District may charge the maximum supervisory oversight fee allowed under the law as it may change from time to time.”*

## **DISTRICT IMPACT STATEMENT/CIVIL LIABILITY EFFECTS**

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

*DRL: “[CHARTER SCHOOL] must submit its renewal petition to the Office of Charter Schools no earlier than 270 days before the charter is due to expire unless otherwise agreed by the Office of Charter Schools...”*

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

*DRL: “The District may revoke the charter of [CHARTER SCHOOL] in accordance with Education Code Section 47607, any successor provisions to section 47607, or other statutory provisions, if enacted after the date of the charter, regarding the revocation of charters.*

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

*DRL: “[CHARTER SCHOOL] agrees to observe and abide by the following terms and conditions as a requirement for receiving and maintaining their charter authorization:*

- [CHARTER SCHOOL] is subject to District oversight.*
- The District’s statutory oversight responsibility continues throughout the life of the charter and requires that it, among other things, monitor the fiscal condition of [CHARTER SCHOOL].*

- *The District is authorized to revoke this charter for, among other reasons, the failure of [CHARTER SCHOOL] to meet generally accepted accounting principles or if 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 [CHARTER SCHOOL] books, records, data, processes and procedures through the Office of Charter Schools or other means. The audit may include, but is not limited to, the following areas:*

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

*[CHARTER SCHOOL] shall cooperate fully with such audits and to make available any and all records necessary for the performance of the audit upon 30 day's notice to [CHARTER SCHOOL]. When 30 days notice may defeat the purpose of the audit, the District may conduct the audit upon 24 hour's notice.*

*In addition, if an allegation of waste, fraud or abuse related to [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, 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 [CHARTER SCHOOL] by law or charter provisions.”*

## **FISCAL MATTERS**

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

*DRL: “Cash Reserves*

*Charter School acknowledges that the recommended cash reserve is 5% of expenditures, as provided in section 15450, title 5 of the California Code of Regulations.*

*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.*

#### *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*

*Charter School agrees to observe and abide by the following terms and conditions as a requirement for receiving and maintaining its charter authorization:*

- Charter School is subject to District oversight.*
- The District's statutory oversight responsibility continues throughout the life of the Charter and requires that the District, among other things, monitors the fiscal condition of Charter School.*
- The District is authorized to revoke this Charter for, among other reasons, the failure of Charter School to meet generally accepted accounting principles or if Charter School engages in fiscal mismanagement.*

*Accordingly, the District hereby reserves the right, pursuant to its oversight responsibility, to audit Charter School books, records, data, processes and procedures through the District Office of the Inspector General or other means. The audit may include, but is not limited to, the following areas:*

- Compliance with terms and conditions prescribed in the Charter agreement,*
- Internal controls, both financial and operational in nature,*
- The accuracy, recording and/or reporting of Charter School's financial information,*
- Charter School's debt structure,*
- Governance policies, procedures and history,*
- The recording and reporting of attendance data,*
- Charter School's enrollment process,*
- 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 days notice to Charter School. When 30 days notice may defeat the purpose of the audit, the District may conduct the audit upon 24- hours notice.*

#### *Internal Fiscal Controls*

*Charter School will develop and maintain sound internal fiscal control policies governing all financial activities.*

#### *Apportionment Eligibility for Students Over 19 Years of Age*

*Charter School acknowledges that, in order for a pupil over nineteen (19) years of age to remain eligible for generating charter school apportionment, the pupil shall be continuously enrolled in public school and make satisfactory progress toward award of a high school diploma. (Ed. Code § 47612(b).)*

#### *Local Control and Accountability Plan*

*In accordance with California Education Code sections 47604.33 and 47606.5, Charter School shall include in its annual update a “listing and description of the expenditures for the fiscal year implementing the specific actions included in the charter as a result of the reviews and assessment required by paragraph (1)” of section 47606.5(a). These expenditures shall be “classified using the California School Accounting Manual pursuant to Section 41010.” (Ed. Code § 47606.5(b).)*

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

*[Charter School/District] shall be deemed the exclusive public school employer of the employees of the charter school for the purposes of the Educational Employment Relations Act. (Government Code section 3540 et seq.) Charter School shall comply with all applicable requirements of the EERA, and the exclusive employer shall comply with the duties and obligations of the exclusive employer under the EERA. In accordance with the EERA, employees may join and be represented by an organization of their choice for collective bargaining purposes.”*