

CHARTER
for the
OAKLAND UNIFIED SCHOOL DISTRICT
American Indian Public High School

For a Renewal Term of June 2016-June 2021

Submitted by the American Indian Public High School Advisory Committee
171 12th Street Oakland, CA 94619
510-893-8701

January 27, 2016

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INTRODUCTION

American Indian Public High School (AIPHS) is the second charter to open under the American Indian Model Schools collaborative. AIPHS has been open for ten years and will be celebrating this year. AIMS, the charter collaborative that manages AIPHS, will be celebrating twenty years in education. During our ten years, we have received Distinguished Schools and Title I Academic Achievement Awards. We serve approximately 75% socio economically disadvantaged students and approximately 100% racial minority students. Our co-hort graduation rate is 84% and our college acceptance and A-G completion rate is 100%. AIPHS is ranked 1st within California and 12th in the nation according to US News and World Report. Students have the opportunity to take Advanced Placement® coursework and exams. The AP® participation rate for seniors and juniors at American Indian Public High School is 100 percent. During the years of API reporting AIPHS consistently scored above 900, and 100% of our graduates were accepted to four-year colleges and universities including Ivy League Schools and UCs. Students who are traditionally underserved in other educational setting excel at AIPHS. AIPHS was recently inducted into the College Board as a member. AIMS has consistently met Academic Measurable Outcomes and Average Yearly Progress. AIPHS participates in social programs such as feeding the homeless in downtown Oakland, and tutoring underperforming middle and elementary students. AIPHS offers year round extended program that focuses on enrichment and intervention. Study time and tutoring are embedded in our daily schedule. Our aggregate and disaggregate subgroup data out performs that our home district and comparative high schools. AIPHS is not just content performing well in comparison to schools in Oakland, we feel it is our duty to reach out and collaborate with non AIMS's schools that may benefit from our experiences. We have no interest in converting those schools into charters, but simply want all students in Oakland to receive a quality education. During the 2016-2017 school year, AIMS will be reaching out to OUSD's Area Superintendent's to establish a collaborative model of support.

AIPHS' Increases in Pupil Academic Achievement Both Schoolwide and for All Numerically Significant Subgroups

In accordance with Education Code¹ section 47607(a)(3)(A), the authority that granted the charter shall consider increases in pupil academic achievement for all groups of pupils served by the charter school as the most important factor in determining whether to grant a charter renewal. AIPHS has demonstrated significant increases in pupil academic achievement both schoolwide and for all numerically significant subgroups.

AIPHS Has Met and Exceeded the Minimum Renewal Standard

Pursuant to Section 47607(b), a charter school shall meet at least *one* of the criteria

¹ All subsequent statutory references are to the Education Code unless otherwise stated.

stated in Section 47607(b)(1) through (5) before receiving a charter renewal. While only *one* of the minimum renewal criteria must be met in order to qualify for charter renewal, AIPHS has satisfied multiple criteria and therefore exceeded the minimum charter renewal standard.

The first three renewal criteria under Section 47607(b)(1) through (3), focus on the charter school's attainment of its Academic Performance Index ("API") growth target and school rankings on the API. While the State Board of Education ("SBE") approved not calculating the 2014 Growth and Base APIs and the 2015 Growth API, and continued API ranking of schools has ceased, Assembly Bill 484 authorized three alternatives to meet legislative and/or programmic requirements:

- (1) the most recent API calculation;
- (2) an average of the three most recent annual API calculations; or
- (3) alternative measures that show increases in pupil academic achievement for all groups of pupils schoolwide and among significant student groups.

(See Section 52052(e)(4).)

Additionally, the California Department of Education has stated that the following state level data is available for charter school renewals in 2015-2016:

API Growth: No 2015 Growth API; use 2013 Growth API as most recent, 3 year average API (2011/2012/2013), or alternative measures.

Assessment Data: Use 2015 SBAC scores for math and ELA; can compare results with local schools.

School Rankings: No 2014 rankings; use 2012 and 2013 rankings for 2 of the last 3 years.

Based on this state level data, AIPHS has met the renewal criteria under Section 47607(b)(1), (2), (3) and (4), as further described below.

AIPHS Has Met the Renewal Criteria Under Section 47607(b)(1)

AIPHS attained its API growth target in the prior year and in two of the last three years both schoolwide and for all groups of pupils served by the charter school.

AIPHS Has Met the Renewal Criteria Under Section 47607(b)(2)

AIPHS ranked in deciles 4 to 10, inclusive, on the API in the prior year or in two of the last three years.

AIPHS Has Met the Renewal Criteria Under Section 47607(b)(3)

AIPHS ranked in deciles 4 to 10, inclusive, on the API for a demographically comparable school in the prior year or in two of the last three years.

AIPHS Has Met the Renewal Criteria Under Section 47607(b)(4)

Further, AIPHS's academic performance is at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been required to attend, as well as the academic performance of the schools in OUSD, taking into account the composition of the pupil population that is served by AIPHS.

AIPHS met the requirements of education code 47607.3.B b (1) by meeting our Annual Measurable Objectives(AMO) on the Annual Progress Report(APR) in Math and ELA. AMO was met for all sub-groups during the 2013-2014,2012-2013,2012-2011,2011-2010. AMO was not recorded for Annual Yearly Progress AYP purposes in 2014-2015, however AYP was recorded, and AIPHS Met AYP for all subgroups in 2014-2015.

Assembly Bill (AB) 484 amended California Education Code sections 52052(e)(2)(F) and 52052(e)(4) to allow schools that do not have an API calculated in 2013–14 and 2014–15 to use one of the following criteria to meet legislative and/or programmatic requirements:

- The most recent API calculation;
- An average of the three most recent annual API calculations; or
- Alternative measures that show increases in pupil academic achievement for all groups of pupils school-wide and among significant groups.

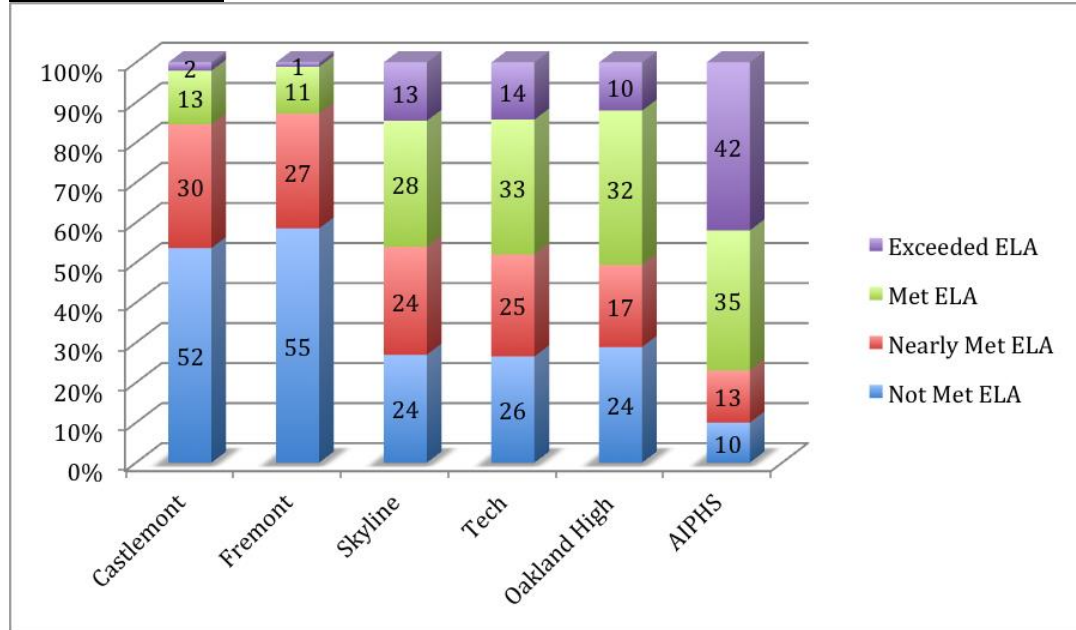
Under this amendment, AIPHS met the requirements of education code 47607.3.B b (2) by scoring a state descale ranking of 10 for the 2012-2013, 2011-2012 and 2010-2012 school year as well as an average of the three most recent annual API calculations of a 10.

Under this amendment, AIPHS met the requirements of education code 47607.3.B b (3) by scoring a state descale ranking of 10 for the 2012-2013, 2011-2012 and 2010-2012 school year as well as an average of the three most recent annual API calculations of a 10 as opposed to demographically comparable schools in Oakland.

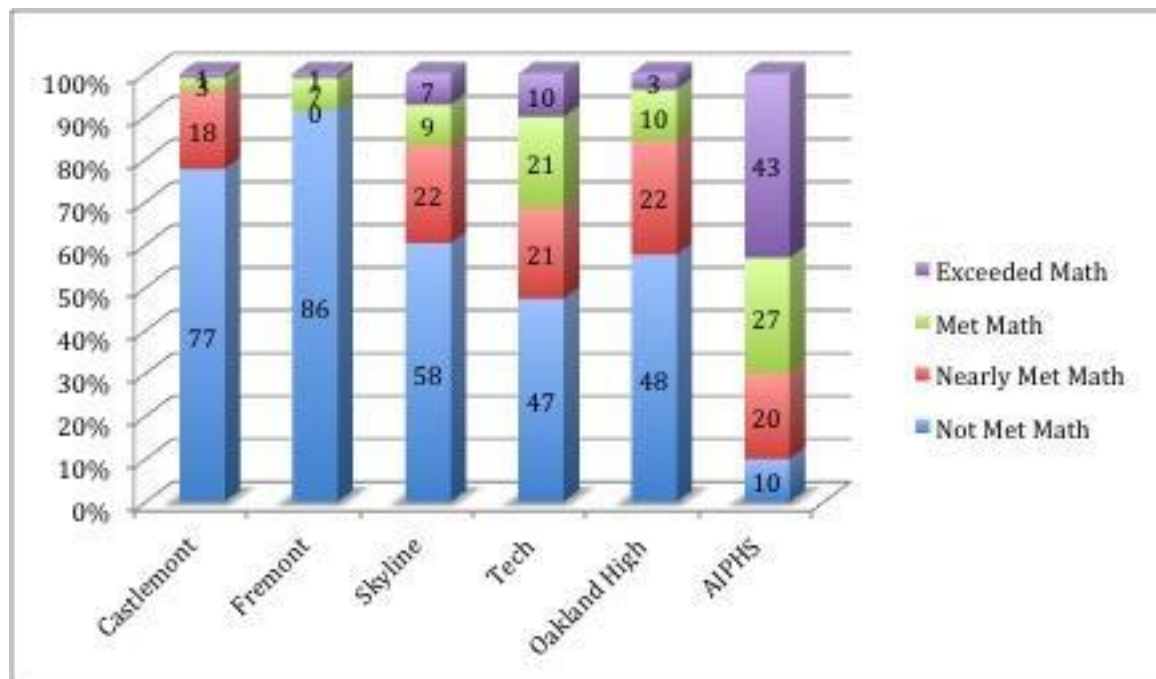
AIPHS meets the requirements of AB1137 and education code 47607.4.A having a academic performance that is equal to and exceeds the performance of schools that our pupils “would otherwise be required to attend” in their home districts. The following chart shows a comparison of our academic performance and the academic performance

of schools in which our pupils would have been required to attend in their home districts.

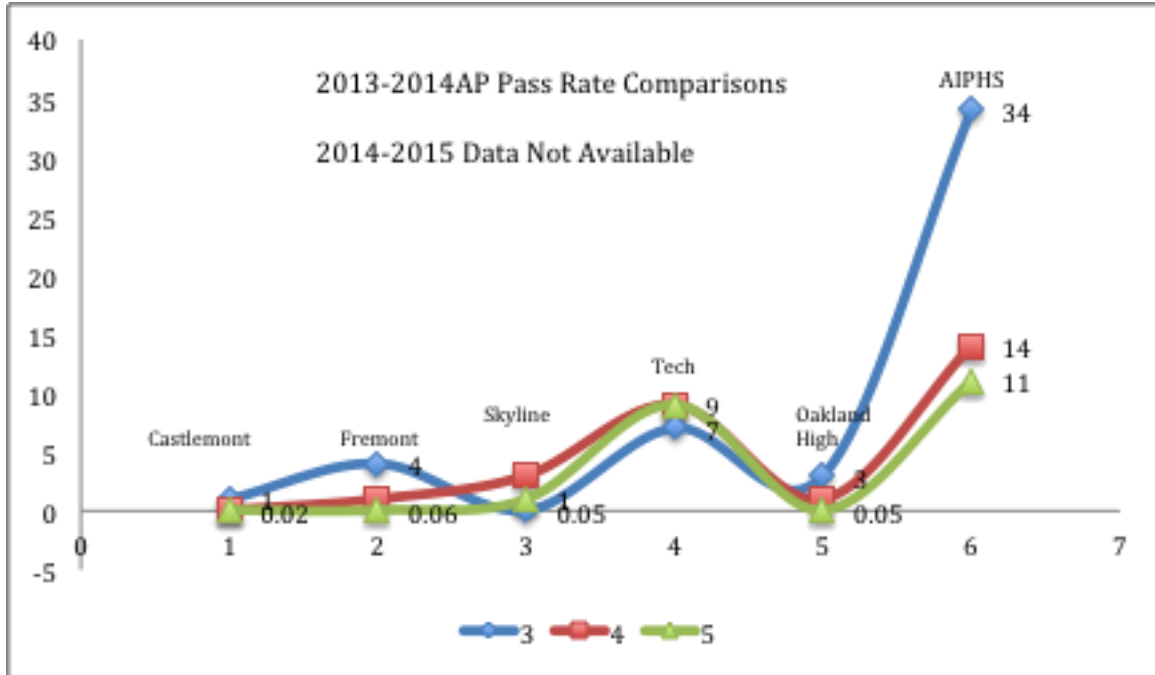
CAASSP ELA



CAASSP Math

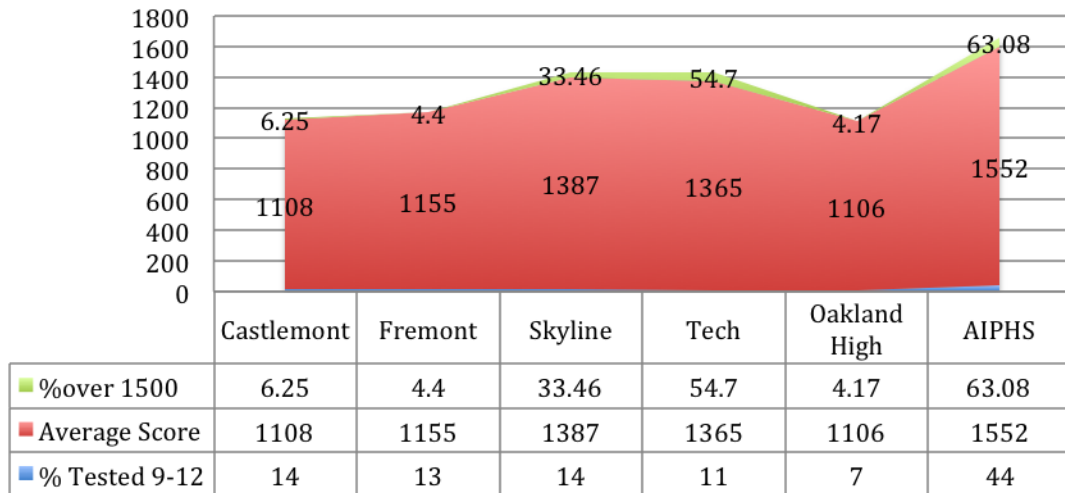


AP Pass Rate 2013-2014



SAT Scores

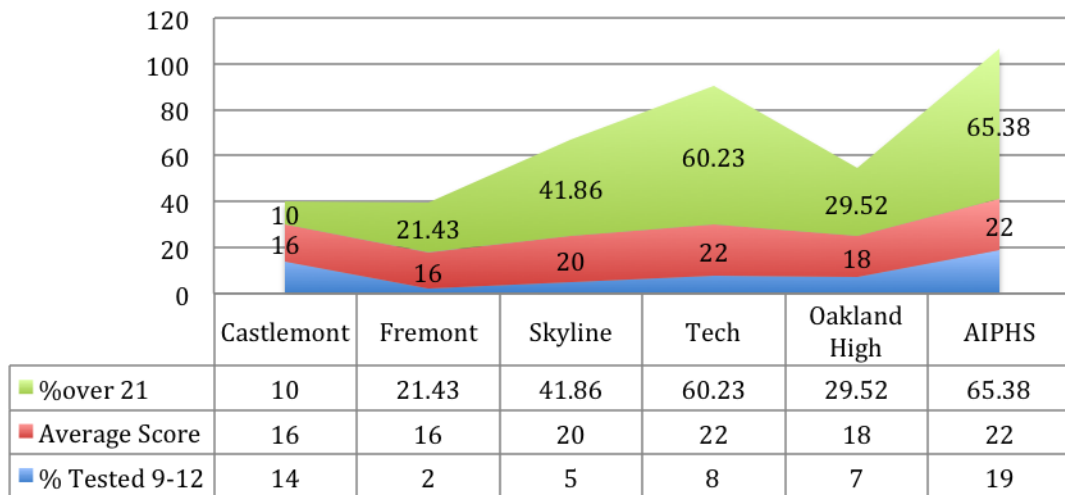
SAT SCORES 2013-2014 2014-2015 Comparative Not Available



ACT Scores

ACT SCORES 2013-2014

2014-2015 Comparative Not Available



CHARTER SCHOOL INTENT AND CHARTER REQUIREMENTS

It is the intent of the California Legislature, in enacting the Charter Schools Act of 1992, to provide opportunities for teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure, as a method to accomplish all of the following:

- (a) Improve pupil learning.
- (b) Increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving.
- (c) Encourage the use of different and innovative teaching methods.
- (d) Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.
- (e) Provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system.
- (f) Hold the schools established under this part accountable for meeting measurable pupil outcomes, and provide the schools with a method to change from rule-based to performance based accountability systems.
- (g) Provide vigorous competition within the public school system to stimulate continual improvements in all public schools.

Section 47601 (a)-(g)

In reviewing petitions for the establishment of charter schools the chartering authority shall be guided by the intent of the Legislature that charter schools are and should become an integral part of the California educational system and that establishment of charter schools should be encouraged. (Section 47607(b).) The authority that granted the charter shall consider increases in pupil academic achievement for all groups of pupils served by the charter school as the most important factor in determining whether to grant a charter renewal. (Section 47607(a)(3)(A).)

STATEMENT OF ASSURANCES

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 American Indian Public High School to be located at:

171 12th Street, Oakland, CA 94607

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 build an international connection with schools in Asia with the option of participating in a student exchange program. No public funds will be used towards these purposes.
4. Will be non-sectarian in its curriculum, programs, admissions, policies, governance, employment practices, and all other operations.
5. 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.
6. 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.
7. 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 non-charter public schools.
8. Will comply with all applicable portions of the reauthorization of the Elementary and Secondary Act. (20 U.S.C. § 6319.)
9. Will consult, on a regular basis, with parents, guardians and teachers regarding its educational programs, as required by Education Code section 47605(c)(2).

10. 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.
11. 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.
12. 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.
13. 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.
14. 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.”
15. 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).
16. Will comply with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99).
17. Will comply with all other applicable federal and state laws and regulations, including the California Code of Regulations.
18. Will submit an annual report and annual independent audits to the OUSD Office of Charter Schools by all required deadlines.
19. 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).
20. Will submit required enrollment data each March to the OUSD Office of Charter Schools by the required deadline.

21. Will comply with “[a]ll laws establishing minimum age for public school attendance,” as required by Education Code section 47610(c).
22. Will operate in compliance with generally accepted government accounting principles.
23. Will maintain separate accountings of all funds received and disbursed by the school.
24. Will participate in the California State Teachers’ Retirement System and other retirement systems, as applicable.
25. 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.
26. Will obtain, keep current, and make available for inspection all necessary teacher certifications, permits or other documents as required under EC Section 47605(l).
27. Will at all times maintain all necessary and appropriate insurance coverage.
28. 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 Directors prior to their service.
28. Will, in the event the Board of Directors 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.
30. Will require the Charter School Board to comply with the provisions of the Ralph M. Brown Act (California Government section Code 54950 et seq.)
31. Will comply with the provisions of the California Public Records Act (California Government Code section 6250 et seq.).
32. 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.
33. Will provide to the Office of Charter Schools a school code of conduct, Board of Directors 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.
34. 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.
33. Will share best practices with schools deemed to be underperforming by the Oakland Unified School District as an effort to support OUSD in providing quality school throughout the city of Oakland.

Signature

Date

Print Name

INTRODUCTION

It has been nearly ten years since American Indian Public High School first opened its doors. A great deal has changed since then, both within the District and within our school.

AIPHS has maintained its placement as one of the top High Schools in the nation and the top high school in California in 2015 according to the US News, World Report. Additional schools using the American Indian Model are open, and all are among the twenty highest performing ~~secondary~~ schools in the state.

OUSD, too has shown significant growth, despite these gains, OUSD's leadership has recognized that different students are served in different ways, and it has remained committed to ensuring that parents and families have access to high performing schools, whether they are traditional public or charter schools. In this way, OUSD has proven its commitment to the families it serves.

Committed to academic excellence, AIPHS's goal is to provide structure and student achievement to traditionally underserved urban students by:

- Improving the academic achievements of all students including those with special needs
- Closing the achievement gap of traditionally underserved students
- Focusing on student attendance
- Supporting effective educators
- Providing a structured learning environment

We are also eager and excited to continue our contributions to the Oakland Unified School District's admirable mission to ensure that all students graduate as caring, competent, and critical thinkers, as well as fully-informed, engaged, and contributing citizens, prepared to succeed in college and career.

Thank you for your consideration.

The Petitioners for American Indian Public Charter School

I. PETITION ADVISORY GROUP

Petition Advisory Group Statement

The school community of American Indian Public High School is interested in creating a high school with a strong academic emphasis on English Literature and Mathematics for inner-city students from socio-economically disadvantaged families as well as others interested in attending the school. It is our ethos that a strong academic background in English Literature, Mathematics, History, Science, Music, and a strong commitment to social justice coupled with an emphasis on structure and discipline, are the pillars of an effective academic program, which enable students to attain a higher education and become productive members of society.

The advisors represent a diverse group of individuals interested in high academic standards for the target student population who will attend American Indian Public High School. The Advisory Group is not the AIPHS Governance Board, although all AIPHS Governance Board members are part of the Advisory Group.

Petition Advisory Group Members

Steven Leung, President of the Board of Directors - Mr. Leung has served as President of the American Indian Model School Board of Directors for a year and has been a member of the board since 2012. Mr. Leung also has an extensive background in financial management and currently runs his own investment firm.

Toni Cook - Board Director Cook has served American Indian Model Schools for nearly three years. Ms. Cook is now the Dean, Counseling & Special Programs director at the College of Alameda. Prior to earning this position, Ms. Cook was the Director of EOPS/CARE/CalWORKs/Cougar Scholars (foster youth program) for the same college.

Paula Mitchell - Director Mitchell has devoted much of her life the field of Education. Ms. Mitchell has been a public school classroom teacher and administrator. She currently serves as the Director of Catholic School Partnerships at Santa Clara University.

Benson Wan - Director Wan graduated from the University of California, Berkeley with a major in Architecture and minor in City Planning. Director Wan has twenty years of public project management experience and is very familiar with the policies and procedures involved. He is a parent who has served on FAC and SSC.

Dr. Clifford Thompson - Director Thompson's experience in education date back decades. In addition to being a public high school principal and administrator, Dr. Thompson teaches multicultural education, values, and ethics in educational leadership, communication, human resources in education, law, school finance, and action research.

Maya Woods-Cadiz - Superintendent Ms. Woods-Cadiz's entire 25-year career has been spent working as an educator. Superintendent Woods-Cadiz has served as Superintendent of the American Indian Model School for approximately 18 months. Prior to her arrival, Superintendent Woods-Cadiz was an administrator at Convent of the Sacred Heart in San Francisco. Superintendent Woods-Cadiz has also served students as a teacher, public school principal, director, and professor.

Joel Julien - Mr. Julien is serving as the Head of School at American Indian Public High School (AIPHS). As a native Oaklander, father of 3, and professor at Loyola Marymount University, Mr. Julien's educational career has spanned more than 25 years. He has worked as a teacher and administrator in a variety of settings in the Bay Area and other locations in the state.

David Chiu - Mr. Chiu is the Head of School for both AIPCS and AIPCS II. During his 5-year tenure with American Indian Model Schools (AIMS), Mr. Chiu worked in just about every capacity; from teacher to administrator. Mr. Chiu was a middle school teacher when AIPCS II had a student body of under 200 students. Since then, AIMS has gone through renewal and expanded its services to grades K-5.

Erin Oh - Ms. Oh is the middle school dean for American Indian Model Schools. Her background is in mediation and nonprofit community literacy programs. Formerly a middle school teacher at AIMS, she has consulted for other charter schools in the Bay Area to support both Language Arts and Math curriculum adoption cycles. She continues to advise professional learning communities in number of fluency best practices and coherent English language programs.

Susan Schickman - Ms. Schickman has dozens of years' experience working as an accountant and managing a law office for a San Francisco firm. She has spent the last 18 years working as a business manager, serving as a financial accountant, producing financial statements, and Human Resources for Oakland Hebrew Day School.

Robert Mayfield - Mr. Mayfield is serving as the Human Resources Officer for American Indian Model Schools (AIMS). Rob's 37-year career in education includes service as a Teacher, Principal, Charter School Director and for 23 of those years, a Human Resources Professional. Rob was born in Oakland and, after living abroad and throughout California and Oregon, is returning to his Bay Area roots. His most recent assignment was in Monterey County where he worked as a school district Human Resources Director.

Summary of Necessary Background Critical to Charter School Success

	C u r r i c u l u m	I n s t r u c t i o n	A s s e s s m e n t	F i n a n c e	F a c i l i t i e s	Bus ines s Ma nag eme nt	O r g a n i z a t i o n	G o v e r n a n c e	A d m i n is t r a t i o n
Mr. Chiu	X	X	X				X		X
Mrs. Woods-Cadiz	X	X	X	X	X	X	X	X	X
Mrs. Erin Oh	X	X	X				X		X
Ms. Schickman				X		X	X		
Mr. Leung				X	X	X		X	
Mr. Mayfield						X			X
Ms. Cooke	X	X	X			X		X	X
Ms. Mitchell	X	X	X				X	X	X
Mr. Wu				X	X	X	X		
Dr. Thompson	X	X	X			X	X	X	X
Mr. Julien	X	X	X	X	X	X	X	X	X

II. EDUCATIONAL PHILOSOPHY AND PROGRAM

Governing Law

“A description of the school’s educational program, 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.”

- Section 47605(b)(5)(A)(i)

Mission Statement

~~American Indian Public High School will serve 285 inner-city students in ninth through twelfth grade. The focus of AIPHS will be excellent student attendance (97%). This will be the foundation to ensure academic success in English Literature and mathematics. The curriculum is designed to enhance the academic skill of socio-economically disadvantaged students. AIPHS will also provide instruction that will develop students’ academic skills in writing, science, social science, business, and the humanities in order to be productive members in a free market capitalist society. This will be a collaborative effort between school, family, and community members.~~

AIPHS exists to prepare all students, especially those who have been traditionally underserved to enter a four-year college after graduation from high school, and complete at minimum a four-year degree.

Vision

AIMS will cultivate a community of diverse learners who achieve academic excellence. Our commitment to high expectations in attendance, academic achievement, social justice and character development will result in our students achieving lifelong success.

Values

At AIPHS we value:

- Commitment to excellence in all that we do
- Pursuit of wisdom and knowledge as intrinsically valuable
- Recognition of dignity and worth of every human being
- Building of family and community
- Social awareness and justice that leads to action
- ~~Preservation, transmission, and development of the tenets of the American Indian Model Schools and AIMS traditions~~ The continued preservation and development

of Americans Indian Model Schools methodologies customized for 21st century learners and educators.

Educational Philosophy

Summary

Ninth through twelfth grades are the formative years when students are seeking answers to fundamental questions about life and identity. They are deciding on values and standards, which will determine their successes in the future. This is a time for them to explore. AIPHS will provide students an opportunity to do so in a structured learning environment. AIPHS will instill the values of mutual respect and hard work.

The Oakland Unified School district serves approximately 10,512 high school students. The rates of daily attendance and academic achievement of high school students are ~~well~~ below state averages. The result is that many students in Oakland Unified School District do not meet the requirements to attend either the University of California or California State University. The OUSD had a ~~59.560.5% cohort~~ graduation rate ~~-(based on~~ ~~th~~~~according to e-NECS definition~~CDE data) in ~~200813-200914~~; of the 12th grade students who graduated from Oakland public high schools in ~~200813-200914 only~~, ~~44.6%-49.1%~~ met the UC/CSU eligibility requirements. Traditionally underserved students fared worse: only ~~32.226.8%~~ of African Americans and ~~42.256.3%~~ of Hispanics could attend. The American Indian Public High School serves approximately 300 high school students. The rates of daily attendance and academic achievement of high school students are above state averages. AIPHS had a 84.2% cohort graduation rate (according to CDE data) in 2013-2014; of the 12th grade students who graduated from AIPHS in 2013-2014, 100% met the UC/CSU eligibility requirements.

AIPHS will ~~continue to~~ provide a rigorous, standards-based curriculum with a focus on language arts, mathematics, science, social studies, foreign language, ~~performing~~ arts, and college planning. This model has proven to be successful at American Indian Public High School throughout the term of its previous charter. ~~To date, 100% of our tenth grade students have passed the California High School Exit Exam (CAHSEE) on their first attempt and many of them have achieved perfect scores.~~ In 2009-2010, 67% and 78.5% 2013-2014 ~~569%~~ of AIPHS's graduates passed at least one AP exam; ~~compared to 17% 22% of public high school graduates in California, 26% of public high school graduates in Alameda County and 10% of public high school graduates in Oakland and 16% of graduates nationwide.~~ The school finished the 2009-2010 year with an API score of 976 and was the third highest performing high school in California. ~~With an API of 976, AIPHS is the highest performing school in Northern California.~~ The school finished the 2012-2013 year with an API of 927 and a three year average API of 940, while continuing to serve ~~an 86%~~ more than 70% low-income, 100% minority population.

Small class size alone cannot guarantee academic achievement, though research shows that it does often contribute to higher levels of academic success. With fewer students in a classroom, teachers are better able to get to know those students on a deeper level and thereby better meet the needs of those students. Research also shows that smaller high schools have resulted in higher attendance rates, reduced dropout rates, and increased academic performance for economically disadvantaged students (Small Schools – Important Policy Issues on Small High Schools, National Commission on Teaching and America’s Future).

AIPHS has proven that an extended calendar year will provide increased opportunities for targeted intervention to assist low-performing students. Through this process we will provide an environment that will ensure that students not only meet, but also exceed the English, mathematics, science, and social studies requirements for high school graduation.

Students to Be Served

AIPHS seeks to serve a heterogeneous group of up to 450 ~~300~~ students in grades 9-12. The school will strive to serve a diverse student population that reflects the OUSD student population.

The student’s primary interests should be acquiring the knowledge and skills required of 21st century adults. AIPHS students will be respectful, have strong academic skills, and be dependable citizens who are prepared to contribute meaningfully to our society. The students’ backgrounds should represent the heterogeneity found in the population of Oakland, which draws its students from 20 middle schools within OUSD. The students from these widely varied schools create a heterogeneous group in that they live in areas ranging from densely populated urban centers to ~~some of the wealthiest~~ suburban communities ~~in the nation~~; socioeconomically they range from ~~100 over 70%~~ of a school’s population qualifying for free and reduced lunch to ~~just 1.8% qualifying~~; ~~ethnically/racially they represent all seven of the primary groups tracked by CDE~~; ~~academically their middle schools’ performance in state rank / similar school rank ranges from 1/10 to 10/10.~~

AIPHS’s goal is to provide minority and socio-economically disadvantaged students with strong academic skills in language arts, mathematics, science, social studies, world language, art, music, ethnic studies and physical education.

What It Means to be an Educated Person in the 21st Century

The demands of the 21st century require that students be highly literate. As we move deeper into an information age, it is imperative that AIPHS students learn how to understand and critically analyze the information they encounter. One of AIPHS’s chief goals is to furnish students with strong academic skills by providing 70-90 of engaging

language arts instruction each day. Through a rigorous study of language arts, students will acquire the ability to comprehend difficult text and to transmit their ideas and insights with clarity and logic. The ability to understand and analyze the written word is central to all academic subjects. By focusing on English ~~and the~~ language arts, AIPHS students will be better equipped to understand the material covered in classes such as history. In order to be a competent member of society and to succeed in post-secondary education, students must be competent readers, speakers, and writers. They must read like an investigator, write like a reporter, and present like a celebrity.

To meet the demands of the 21st century, students need a rigorous curriculum in mathematics. AIPHS students will be required to take 4 years of math. They will begin ninth grade with Geometry and they will finish twelfth grade with AP Calculus. Math is the core language needed to pursue scientific and technical endeavors. Math and science are complementary subjects; the understanding of one is predicated on the understanding of the other. AIPHS will use integrated and blended learning strategies to ensure successful completion of Math and Science courses.

High schools need to prepare students for the demands of college and of the working world. California's second largest economic sector (after retail) is high technology. Despite the attractive compensation this sector offers, there remains a significant shortage of qualified workers to fill these jobs. The California Council on Science and Technology has reported that "students are not adequately prepared to pursue Science and Engineering (S&E) baccalaureate degrees." They attribute this problem to a low interest in S&E and to "inadequate exposure to S&E in K-12...particularly in low-income and minority schools." To further illustrate the magnitude of this problem, two-thirds of students enrolled in S&E programs in the California State University System never complete their course of study. It is our desire to properly prepare our students to enter college with the ability to complete their desired course of study. ~~whether it is in liberal arts or math and science.~~

To prepare students to be educated people in the 21st century, we will instill in them the values of hard work and self-discipline. AIPHS will be highly structured with a tough disciplinary system that rewards hard work and productivity. AIPHS students will learn to be responsible for their course work and their actions, learning to take pride in their efforts and consequent academic successes. We will have high expectations for our students, pushing them to achieve to the best of their ability and to be motivated, lifelong learners. ~~Students will also be taught that there are consequences for being lazy.~~ Our students will have an intrinsic appreciation for a strong work ethic.

How Learning Best Occurs

~~According to a study conducted by education researchers Lance T. Izumi and Harold C. Doran (2004); a structured classroom environment and teacher-centered curricular approaches are proven to be more successful with urban minority youth. We will~~

~~incorporate this teacher-centered environment, which has been extremely successful at AIPHS in the past five years.~~

Traditionally, AIMS has preferred a direct instruction approach toward learning. However, given the requirements of the Common Core standards, and 21st century learning based upon current research, a teacher centered environment is not enough to ensure that our students are creative critical thinkers and producers. While AIMS will not eliminate all of the practices that are associated with Teacher Centered Instruction, we will also be including practices from Marzano's Nine, Socratic Seminar, Teach Like a Champion Techniques and Culturally Relevant Teaching Strategies. These strategies and practices have been shown to be successful with students who are traditionally underperforming.

Socio-economically disadvantage students who have a strong academic foundation are more likely to succeed in ~~school and~~ life. The key to a successful high school is strong administrative leadership, excellent teachers, and a structured learning environment that focuses on hard work and engaging academics. Families and community members will be continuously encouraged to participate in students' educations throughout the year. It is through a system of productive working relationships that boundaries and expectations are established. Individuals are encouraged through peer relationships and customs to work together as a family. We will continue to incorporate the concept of working as a family into the AIPHS curriculum.

AIPHS aims to build motivated students who are prepared to enter college. The curriculum will be rigorous with instruction designed for active engagement in the academic learning process. Small classrooms and a structured learning environment with emphasis on language arts, writing, math, science, music, and social science will be featured to ensure students build a strong academic foundation. That classroom structure incorporates a social-skills program that will create a forum for reinforcing respect among students and AIPHS staff.

Students at AIPHS will build productive relationships with motivated teachers who will provide them with a better chance for higher academic achievement. As a small school, AIPHS will be able to facilitate these interactions. AIPHS students will be engaged in learning with the guidance and instruction of skilled teachers.

Program Design

AIPHS' educational program is founded on the belief that high expectations and high support leads to high-achieving students. AIPHS courses will prepare students to exceed the California Content Standards for the relevant subject and to exceed the a-g requirements for entrance into the UC/CSU systems.

All students of the same grade level will take the same course in English, history, math, and science each year. AIPHS' target student population is heterogeneous, thus the school will provide additional support and scaffolds to students who require it. ~~so that all students can~~ AIPHS is successfully committed to providing access to the curriculum for all students. The curriculum will include honors, advanced placement, and college level course. This will provide ~~hard-working~~ students the opportunity to earn admission to ~~the world's top-ranked colleges and universities. It will also allow students to graduate from high school with 1-2 years of college credit, saving their families and taxpayers tens of thousands of dollars each year.~~ Students will also have access to concurrent enrollment opportunities that will allow them to graduate with college credits.

Each student will be guided through the college planning process. It is expected that significant percentage of AIPHS' population will be first-generation college students and our program will assist them in building relevant skills and goals, while preparing every student for college entrance. Through classroom activities, small groups, and individual counseling, students will clarify why they want to go to college, and what kind of institution of higher education will be a good match for them. They will learn how to find information about colleges and choose a group that seems to match their goals, write and submit their college applications, and develop habits that will help ensure a successful experience at the college of their choice. Recruiters from top colleges and universities will visit and meet with students. AIPHS will pay for SAT, ACT, and AP exams. AIPHS will also pay for a maximum of four college application fees per senior.

AIPHS will be a site-based school for a maximum of 450 ~~285~~ students in nine through twelfth grade. The student per teacher ratio will be up to 27:1 ~~25:1~~. This will allow students and teachers to develop a productive working relationship in a small school setting. Students are expected to attend school daily and follow a prescribed schedule (Appendix F – Daily Class Schedule and Appendix G – School calendar for 2015-2016 ~~2010-2011~~). Additional support and learning opportunities will happen before 8:00am, between 3:30 ~~3:15~~ and 6:00pm, and on weekends, as necessary to ensure the success of all students. AIPHS will work closely with American Indian Public Middle School, ~~SAHL~~, Johns Hopkins University CTY program, Berkeley's Academic Talent Development Program (ATDP) and other Bay Area community organizations to provide services for AIPHS students. At AIPHS, we also believe that students who test below grade level on California state ~~STAR~~ tests, or whose grades or classroom performance ~~suggest additional /support is necessary for success will need additional instruction—~~display a lack of success in a core subjects will attend tutoring during designated times in the school day, as well as on weekends and during the summer. Blended learning opportunities will be provided for additional satellite support and credit recovery when needed.

The environment will be small and personalized. Research shows that small schools allow students and teachers to develop more intensive, long-term relationships that enable better conditions for teaching and learning. AIPHS will provide these opportunities to its

students and faculty through its small size (~~285 students~~) and small classes (~~25 students~~). As outlined in *Free to Learn*, co-authored by Lance Izumi and Xiaochin Claire Yan (2006), the “‘extended family’ concept is one of the keys to American Indian’s stable learning environment and its ability to maintain discipline among students. The students bond and help each other academically and encourage one another to behave.”

The faculty will consist of highly qualified teachers who are well supported and trained in the American Indian Model of Education. Teachers will hold appropriate teaching certifications. Professional development, teacher planning time, and other opportunities for collaboration will be scheduled on a regular and on-going basis to support teachers throughout their career. In establishing a professional teaching environment, AIPHS will ensure collaborative planning time for teachers to share best practices with their colleagues, cultivate mentoring relationships with new teachers, analyze student data among all students within the grade level they teach, and plan core curriculum.

Pedagogy (Teaching Methods)

The college experience is a very rigorous experience in the general sense. As a result, we find that helping students familiarize themselves with the culture and rigors of college helps them to be better prepared. Therefore, our pedagogy while student centered, builds on direct instruction as a component of a full lesson cycle. Our primary emphasis and the goal is for our students to become independent and critical thinkers who are intrinsically motivated. AIPHS’ ultimate goal is to prepare students for the rigors of college while preparing them for a lecture-based environment. ~~The primary pedagogical approach in the top universities is direct instruction to ensure that students develop the skills required to succeed in a lecture-based system, and because it has proven highly effective in previous years, a vast majority of the curriculum will be delivered through direct instruction.~~ This process calls for students to be independent critical thinkers who can engage meaningfully with academic discourse. AIPHS teachers use student centered pedagogy that builds off of direct instruction as a critical component of a full lesson cycle.

Differentiated Instruction: Teachers will adapt learning experiences to match a student’s zone proximal development as described by psychologist Lev Vygotsky. Teachers will lengthen or shorten instruction based on data results to ensure that students progress towards mastery of the stated learning objectives. ~~“raise the floor” in their classrooms, teaching to the level of the highest performing students. Differentiation will take place in the classrooms, but will be represented primarily by the assistance lower performing students will receive outside of regular class time.~~ Students who are not achieving academically will participate in small-group tutoring with their classroom teacher, a resource teacher, or a student tutor.

~~Project-based Inquiry-based instruction:~~ **Projects** Essential questions will link direct the curriculum content with primary sources (ie: art, music, documents, media, current

events, and cultural context), ~~and students' experiences~~ while also allowing classroom teachers to teach and assess visual arts standards, which are integrated into all projects. Most important, ~~project-based~~ inquiry-based instruction allows students to develop the strong communication, leadership, and teamwork skills necessary to succeed in a ~~capitalist society and~~ multicultural global economy.

~~Pre-~~AP vertical teaming: Students will learn the analytical and critical thinking skills necessary to be successful on the Advanced Placement exams they will take throughout high school. As opposed to teaching specific facts and dates, during weekly vertical teaming exercises, teachers will assess and critique the quality of student thinking and writing through critical thinking assignments.

Curriculum

The curriculum at AIPHS will offer a foundation of academic content knowledge in six core content areas, and poise students to enter a college or university with the academic literacy and higher-order thinking skills required for post secondary education. The curriculum will be aligned with the California State Standards, and all core courses will be approved by the University of California to meet the a-g requirements. All Advanced Placement Courses will be approved by the College Board. The focus of the curriculum will be rigor and relevance.

If the proposed school will serve high school pupils a description of the manner in which the charter school will inform parents about the transferability of courses to other public high school and eligibility of courses to meet college entrance requirements.

- Education Code Section 47605(b)(5)(A)(iii)

Upon completing of AIPHS's graduation requirements, student will have exceeded the University of California's a-g subject requirements. Students and parents will be informed of how each course taken meets graduation and college entrance requirements via memos that are distributed to families in October. Parents will also be informed of the transferability of courses at that time. Information on AIPHS's graduating requirements is also available in the Student Handbook, which will be updated and provided each school year and upon new student enrollment. A sample handbook is contained in Appendix L.

Core Academic Coursework: Students will be required to demonstrate mastery of standards in six ~~core~~ academic subject areas: English Language Arts, history/social sciences, mathematics, the natural sciences, language other than English, and visual and performing arts. AIPHS's core course requirements will exceed those of the University of California subject requirements.

Advanced Placement Exams: Students will be expected to prepare for and pass multiple AP exams. Preparation will include course work as well as some teacher directed independent study.

Technology: Students will develop technological proficiency in the areas of word processing, graphic design, spreadsheets, slide presentation, and internet research and coding within their core academic subjects and through their elective courses. Students will be expected to utilize technology in ways that will prepare them for post-secondary work and college life. Technological literacy instruction will be completed throughout the college planning process and in other core classes where students will be required to complete technology-based assignments.

Approved Courses: All courses offered at AIPHS in ~~the six core~~ subject areas will be approved to meet the school's graduation requirements. Additionally, students may seek administrative approval for online distance learning courses, community college courses or high school courses from other institutions to be accepted as meeting the school's graduation requirements. Outside courses will only be considered if they are college preparatory, comparable to the courses taught at AIPHS and taught by an accredited institution. Approval for such courses must be obtained from the Head of School ~~Site Administrator~~ prior to the commencement of the course.

Revisions to the list of courses offered by the institution will be made based on a continual improvement process that involves analyzing student performance data and educational trends to determine how the curriculum can best meet the needs of the student population and align with the mission of the school. AIPHS intends to teach the following courses at this time. Each course listed is a one year course or the equivalent of one (1) UC credit or a traditional high school's ten (10) credit course.

~~2010-2011~~ 2015-2016 Course Offerings:

9th Grade:

- Study Skills
- Honors ELA 9
- Honors Geometry
- AP World History
- Physical Education
- Mandarin 1
- Spanish 1
- Conceptual Physics

10th Grade:

- Honors ELA 10
- Honors Algebra 2
- AP Biology
- AP Biology Lab
- AP Government/Economics
- Mandarin 2

- Spanish 2
- Art 1
- Choral

11th Grade:

- AP English Language
- Honors Pre-Calculus
- AP Physics
- AP Physics C
- AP Physics Lab
- AP US History
- Art 2
- Ethnic Studies
- Choral 2

12th Grade:

- AP English Literature
- AP Calculus
- AP Chemistry
- Physical Education
- College Planning
- Social Justice Seminar

The students who enroll at AIPHS will be provided a structured learning environment to enhance their academic skills. The school will provide a structured curriculum aligned with state academic standards. Students with special learning needs will be mainstreamed into the classrooms, whenever possible, while also receiving individual attention to ensure the level of support required to help them succeed.

State-approved books and textbooks aligned with state standards provide the content basis for courses of study. ~~AIPHS believes that investing in exceptional textbooks will provide an outstanding framework for standards-based instructions.~~ The books, ebooks and textbooks, in addition to the highly qualified staff, and Common Core standards, will be the driving force of the AIPHS curriculum.

Materials

The materials used by AIPHS teachers will be selected in accordance with the guidelines and recommendations provided by the California Department of Education and the National Council for Teachers of the six primary subject areas.

The materials AIPHS will use are necessary to support its rigorous academic program and include:

- Textbooks and e-books
- Computers and Projection Devices
- Software Programs
- Laboratory Science Equipment and Materials
- Test Preparation Guides
- The Internet
- A Reading Library
- Manipulatives
- Maps and Atlases
- Interactive Technology
- Dictionaries and Thesauruses
- Musical instruments
- California Physical Fitness Test Equipment
- Tablets

Appendix H (pg. 74) includes a ~~detailed~~ list of materials and texts that will form the basis for those selected for use at AIPHS.

Curriculum Committee

Purpose: A curriculum that is both adaptable and robust is essential for students, teachers, and families at AIPHS. As needed, in an effort to meet the many changes in the scope of education in California, the curriculum development process will be supported by a committee consisting of teachers, administrators, parents, superintendent, and Board members.

The Curriculum Committee is designed to support the mission of AIPHS, via research, curriculum development, and review of recommendations for changes in curriculum and/or primary learning materials brought to the committee by each grade level lead teacher. In-depth discussions on the research and recommendations will take place in these committee meetings. After approval by the Curriculum Committee, potential curricular changes will be communicated to AIMS stakeholders for the opportunity to provide feedback. Recommendations, based on Curriculum Committee discussions and community feedback, will be made to the Board for consideration and approval.

The Curriculum Committee will be expected to present all curriculum material changes no later than the first Board meeting in March. Before presenting the final changes to the Board, the community will have an opportunity to examine materials and other changes prior to seeking Board approval.

Curriculum Committee Structure and Meetings

Curriculum Committee meetings should take place on a regular basis. The agenda will be set by site administration, with input from lead teachers, after consulting any relevant

updates from Alameda County Office of Education liaisons. Minutes will be taken at each meeting and distributed to all members. Minutes will also be posted on the District website.

- Curriculum Committee members: administrators, parent representatives, board liaisons, lead teachers, and superintendent

A Curriculum Committee member who has a conflict of interest in any curricular change or learning material proposed or pending before the committee shall disclose such interest.

Academically Low-Achieving Students

Overview

At AIPHS, low-achieving students are defined as those who ~~perform at or below a basic level on California State Standards Exams~~ and / or those who earn one or more grades C- or lower per grading period. Students designated as low-achieving may or may not qualify for special education services (as discussed below).

Educational research suggests, and the past success of low-achieving students at AIPHS confirms, low-achieving students benefit from learning experiences that have clear and high expectations combined with a supportive learning environment. Additionally, low-achieving and at-risk students benefit greatly from placement in a classroom with students who achieve at different levels. Low-achieving students are thoroughly integrated into the entire student body at the school and participate fully in all aspects of the curriculum.

AIPHS small school atmosphere provides for more personalized attention for low-achieving students, especially when combined with the structured academic curriculum of high expectations and tutorial support. The extended-year calendar ~~(196 day)~~ and ~~three two-week~~ Summer AP-Intensive program will provide each student with a better opportunity for success in school.

Each AIPHS student will be enrolled in a rigorous curriculum and provided the necessary support to learn. AIPHS students who enroll below grade level in either English or mathematics will be immediately identified by the Student Success Team (SST) as low-achieving, and a personalized learning plan will be created to determine what additional support is required to ensure the student's success by enhancing their skills in core academic subjects.

The following list provides examples of the methods by which AIPHS will serve its low-achieving students. These services are available to all AIPHS students.

Faculty Office Hours

For three hours each week, the student's classroom teachers hold office hours ~~between 3:15 and 4:00pm~~. Low-achieving students are encouraged – and often commit via their Personalized Learning Plan – to attend these sessions on a weekly basis. During the sessions, the teachers re-teach material, provide additional support for completing assignments, provide additional individualized instruction and offer alternative assessments.

~~Resource Instruction~~ Intervention Support

AIPHS provides small-group intervention support ~~resource instruction~~ for students, during physical education and after school. To ensure that all students receive adequate opportunity to participate in physical education, no student may miss more than two physical education classes to attend ~~resource instruction~~ intervention support in a given week. Our intervention provider is an employee of the school. This enables better communication among the classroom teacher, student, family, and intervention provider. The intervention provider provides support on current assignments and course work, and on remediation work to help develop missing skills and poor academic literacy.

Independent Learning

On days when students are not participating in faculty office hours or receiving small-group resource instruction, students may remain after school to complete their homework with the support of student study groups and an adult supervisor. Independent learning may be provided when a student can not medically or legally be on campus or a safety concern exists. The decision to do this will be made by the Head of School.

Faculty Discussions/Family Conferences/Written Progress Reports

During regularly scheduled, collaborative ~~faculty~~ meetings, all grade levels teachers meet and discuss low-achieving students. The discussions focus on tracking progress, identifying areas of need, and effective strategies for working with the individuals.

All teachers meet with at-risk students and their parents when necessary throughout the semester. The result of such meetings is a plan that has consensus on how to support the individual student. Two student, parent, teacher goal setting conference days will be held each year.

Written communication is also important in providing parents information about student progress. In addition to quarter and semester report cards, all students who are receiving a

grade C- or below in any class receive a progress report which outlines their performance in all classes. These progress reports are sent to parents every three weeks and ensure regular communication with families who may be unable to meet with teachers during regular school hours.

Summer Programs

Students attend mandatory summer programs, including AIPHS summer school, which allows new students to grow accustomed to the school culture and provides low-achieving students the opportunity to begin developing a strong academic foundation, even before the first day of the regular school year. All new students are required to attend a two week Math Camp in the summer. As appropriate, students are also required to attend summer programs that focus on improving math, English, and science skills. All program costs for required programs are covered by the school.

Academically High-Achieving Students

At AIPHS, academically high-achieving students are those who perform at an Advance level on state and college entry exams and/or who consistently earn A grades in a majority of his/her courses.

The curriculum at AIPHS is designed to challenge all students, including high-achieving students. Through professional development, AIPHS teachers will receive specific training in recognizing gifted and talented students, understanding what differentiated instruction is, and applying differentiation in the classroom.

In addition to ensuring that the needs of high-achieving students are met inside the classrooms, AIPHS will take additional steps to support high-achieving students. This will include providing access to novels and supplemental literature activities that are appropriate for each student's reading level. The school will also provide opportunities for advancement in mathematics in weekly, after-school, intensive math workshops. AIPHS participates in the AMC 10 and AMC 12: annual, nationwide math competitions with students at other schools.

AIPHS has also partnered with ~~Johns Hopkins University Center for Talented Youth (CTY), Berkeley's ATDP, and SAIL~~ so that academically high-achieving Merritt, Alameda, and Laney colleges. Students can take college courses at ~~local universities, including Stanford and the University of California~~ campuses any accredited community college. When possible, scholarships for socio-economically disadvantaged students pay for the costs related to the courses.

English Learners

Overview

AIPHS will meet all applicable legal requirements for English Learners as it pertains to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, re-classification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirement. AIPHS will implement policies to assure proper placement, evaluation, and communication regarding EL's and the rights of students and parents.

Home Language Survey

AIPHS will administer the home language survey upon a student's initial enrollment into AIPHS (on enrollment forms).

ELPAC ~~CELDT~~ Testing

All students who indicate that their home language is other than English will be ELPAC ~~CELDT~~ tested within thirty days of initial enrollment and at least annually thereafter between July 1 and October 31st until re-designated as fluent English proficient. This thirty-day requirement applies to students who are entering a California public school for the first time or for students who have not yet been ELPAC ~~CELDT~~ tested. All other student who have indicated a home language other than English will continue with annual ELPAC ~~CELDT~~ testing based upon the date last tested at the prior school of enrollment.

AIPHS will notify all parents of its responsibility for ELPAC ~~CELDT~~ testing and of ELPAC ~~CELDT~~ results within thirty days of receiving results from the publisher. The ELPAC ~~CELDT~~ shall be used to fulfill the requirements under the No Child Left Behind Act for annual English proficiency testing.

Reclassification Procedures

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

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the English Language Proficiency Assessment for California (ELPAC) ~~California English Language Development test of CELDT~~.
- Participation of the pupil's classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil's curriculum mastery.

- Comparison of the pupil's performance in basic skills against an empirically established range of performance and basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.

Strategies for English Language Learner Instruction and Intervention

Academically, AIPHS will meet the needs of its EL students through an inclusion model in which all students are instructed in English by subject area teachers who are specially trained in methods and strategies that promote rapid acquisition of English as well as academic knowledge in core subjects. In addition, like all students at AIPHS, all English language learners will be held to clearly articulated high expectations, provided access to the school's rigorous curriculum, and offered personalized support as needed.

English language learners will be expected to meet school and state standards in all academic and non-academic areas of the instructional program. At AIPHS, we believe that holding EL students to such high expectations will ensure that every student at our school is challenged to reach his or her highest potential.

In order to make sure that all English language learners have the ability to meet these expectations, all teachers at AIPHS utilize pedagogical strategies that “shelter” and “scaffold” both content and skills in each discipline. These strategies may include the front-loading of language for content, language development focused on academic vocabulary, and the use of inquiry-based learning, heterogeneous cooperative grouping, culturally relevant pedagogy, and contrastive analysis. ~~All AIPHS teachers have the legally mandated EL authorization.~~

English learners will be enrolled in regular classes and will receive supplementary instruction to learn English. The goal is high-quality instructional programs and services for English learners that will allow them to achieve the same challenging academic and graduation standards as English-speaking students. Listening, speaking, reading, and writing skills will be assessed, daily. AIPHS's English Learners will be prepared with the skills in English and mathematics to meet California State Standards.

Special Education

Overview

The following provisions govern the application of special education to Charter School students:

- It is understood that all children will have access to the Charter School and no student shall be denied admission due to disability.

- The Charter School shall comply with the Individuals with Disabilities in Education Improvement Act of 2004 (“IDEIA” or “IDEA”), Section 504 of the Rehabilitation Act (“Section 504”) and the Americans with Disabilities (“ADA”).
- The Charter School shall be solely responsible for compliance with Section 504 and the ADA.
- The Charter School agrees to implement a Student Study Team Process, a regular education function which shall monitor and guide referrals for Section 504 and special education services.
- In future years, and pursuant to notice provided to the office of charter schools in June 2010, AIPHS retains its rights to notify OUSD within the prescribed timeline of its wishes to be deemed an LEA and a member of a Special Education Local Plan Area (“SELPA”) for provision of special education services pursuant to Education Code Section 47641(a). AIPHS shall seek the District’s support in the provision of data or information in AIPHS’s pursuit of membership in a SELPA as an LEA. Once an LEA, and a member of a SELPA, the Charter School shall be solely responsible for compliance with the IDEIA.
- Until such time as a SELPA grants the Charter School membership in the SELPA as an LEA, the Charter School shall be deemed a public school of the District that granted the charter pursuant to Education Code Section 47641(b) and shall work jointly with the District to ensure full compliance with the IDEIA.

Section 504 of the Rehabilitation Act

AIPHS recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of AIPHS. Any student, who has an objectively identified disability which substantially limits a major life activity including but not limited to learning, is eligible for accommodation by the School.

A 504 team will be assembled by the Principal and, as appropriate, shall include the parent/guardian, the student and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student’s existing records; including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEIA but found ineligible for special education instruction or related services under the IDEIA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team who will evaluate the nature of the

student's disability and the impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

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

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEIA, a referral for assessment under the IDEIA will be made by the 504 team. If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives the free and appropriate public education ("FAPE"). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the School's professional staff.

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

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

Services for Students under the IDEIA

AIPHS intends to provide special education instruction and related services in accordance with the IDEIA, Education Code requirements, and applicable policies and practices of the SELPA. ~~As stated above, AIPHS shall pursue SELPA membership as an LEA to begin in the 2011-2012 school year, but can make no guarantees as to approval as an LEA in that time frame. As such, until such time as AIPHS is approved as an LEA member of a SELPA pursuant to Education Code Section 47641(a), AIPHS shall remain,~~ by default, a public school of the District for purposes of Special Education purposes pursuant to Education Code Section 47641(b).

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

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

IDEIA Staffing

All special education services at AIPHS will be delivered by individuals or agencies qualified to provide special education services as required by California Education Code

and the IDEIA. Charter School staff shall participate in all mandatory District in-service training relating to special education.

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

IDEIA Notification and Coordination

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

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

IDEIA Identification and Referral

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

It is AIPHS's understanding that the District shall provide AIPHS with any assistance that it generally provides its schools in the identification and referral processes, and will ensure that AIPHS is provided with notification and relevant files of all students who have an existing IEP and who are transferring to AIPHS from a District school. The

District shall have access to Charter School student records and information in order to serve all of the Charter School's students' special needs.

IDEIA Assessments

The term "assessments" shall have the same meaning as the term "evaluation" in the IDEIA, as provided in Section 1414, Title 20 of the United States Code. The District will determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with the District's general practice, procedure and applicable law. AIPHS shall work in collaboration with the District to obtain parent/guardian consent to assess Charter School students. AIPHS shall not conduct special education assessments unless directed by the District.

IDEIA IEP meetings

In accordance with the role of the District and the District school sites, the District shall arrange and notice the necessary IEP meetings. IEP team membership shall be in compliance with state and federal law. AIPHS shall be responsible for having the following individuals in attendance at the IEP meetings or as otherwise agreed upon by the District and Charter School: the Principal and/or AIPHS designated representative with appropriate administrative authority as required by the IDEIA; the student's special education teacher (if Charter School employee as opposed to District employee); the student's general education teacher if the student is or may be in a regular education classroom; the student, if appropriate; and other Charter School representatives who are knowledgeable about the regular education program at AIPHS and/or about the student. It is AIPHS's understanding that the District shall arrange for the attendance or participation of all other necessary staff that may include, but are not limited to, an appropriate administrator to comply with the requirements of the IDEIA, a speech therapist, psychologist, resource specialist, and behavior specialist; and shall document the IEP meeting and provide the notice of parental rights.

IDEIA IEP Development

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

IDEIA IEP Implementation

Pursuant to District policy and how the District operates special education at all other public schools in the District; the District shall be responsible for all school site

implementation of the IEP. AIPHS shall assist the District in implementing IEPs, pursuant to District and SELPA policies in the same manner as any other school of the District. The District and Charter School will need to be jointly involved in all aspects of the special education program, with the District holding ultimate authority over implementation and supervision of services. As part of this responsibility, AIPHS shall provide the District and the parents with timely reports on the student's progress as provided in the student's IEP, and at least quarterly or as frequently as progress reports are provided for AIPHS's non-special education students, whichever is more.

IDEIA Interim and Initial Placements of New Charter School Students

For students who enroll in AIPHS from another school district outside of the SELPA with a current IEP, the District and AIPHS shall conduct an IEP meeting within thirty days. Prior to such meeting and pending agreement on a new IEP, the District and AIPHS shall implement the existing IEP at AIPHS, to the extent practicable or as otherwise agreed between the District and parent/guardian.

IDEIA Non-Public Placements/Non-Public Agencies

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

IDEIA Non-Discrimination

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

IDEIA Parent/Guardian Concerns and Complaints

AIPHS shall follow District policies as they apply to all District schools for responding to parental concerns or complaints related to special education services. AIPHS shall instruct parents/guardians to raise concerns regarding special education services, related services and right to the District unless otherwise directed by the District. AIPHS shall immediately notify the District of any concerns raised by parents.

The District's designated representative, in consultation with AIPHS's designated representative, shall investigate as necessary, respond to, and address the parent/guardian concern or complaint. AIPHS shall allow the District appropriate access to conduct such an investigation.

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

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

IDEIA Due Process Hearings

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

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

IDEIA SELPA Representation

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

IDEAI Funding

AIPHS understands that it will enter into a MOU with the District regarding Special Education funding, and cannot at this time unilaterally dictate the funding relationship between the District and AIPHS. AIPHS anticipates, without binding the District to these

terms, that, based upon State and Federal law, the fiscal relationship could be summarized as follows:

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

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

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

Services for Students under the IDEIA when the School Becomes an LEA and Member of SELPA

As stated above, AIPHS may apply for SELPA membership. Upon approval as a member of the SELPA, the Charter School shall be solely responsible and liable for providing special education services under the Individuals with Disabilities Education Improvement Act ("IDEIA") (20 U.S.C. 1400, et seq.) with respect to eligible students. All obligations of the District recited above with respect to identifying, assessing, and serving special education students will default to AIPHS. AIPHS shall comply with all applicable State and Federal special education laws and the SELPA Local Plan and policies and procedures. As an LEA, AIPHS shall receive its State and federal special education funds directly from the SELPA in accordance with the SELPA local allocation plan and shall utilize those funds to provide special education instruction and related service to eligible pupils. As an LEA, AIPHS shall be solely responsible for all special education costs that exceed State and Federal special education revenue, and shall participate in the SELPA

governance and SELPA-wide benefits with the Local Plan and SELPA policies and procedures.

III. ANNUAL GOALS, MEASURABLE STUDENT OUTCOMES, METHODS OF ASSESSMENT AND OTHER USES OF DATA

A. ANNUAL GOALS

Governing Law- The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals. -Section 47605(b)(5)(A)(ii).

In accordance with SB 1290, American Indian Public High School's 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).)

American Indian Public High School's pupil outcomes, disaggregated by major subgroups in compliance with Education Code section 47607(b)(5)(A)(ii), are as follows:

1) By the end of the charter term, increase the percent of students scoring level 3 or level 4 on the ELA portion of the SBAC by at least 10 percent or achieve a level of 60 percent.

2) By the end of the charter term, for each statistically significant student subgroup, increase the percent of students scoring level 3 or level 4 on the ELA portion of the SBAC by at least (Amount 1) percent or achieve a level of (Amount 2) percent.

Subgroup	Amount 1	Amount 2
Asian	5%	79%

3) By the end of the charter term, increase the percent of students scoring level 3 or level 4 on the Math portion of the SBAC by at least 77 percent or achieve a level of 5 percent.

4) By the end of the charter term, for each statistically significant student group, increase the percent of students scoring level 3 or level 4 on the Math portion of the SBAC by at least (Amount 1) percent or achieve a level of (Amount 2) percent.

Subgroup	Amount 1	Amount 2
Asian	5%	83%

5) Each year, 80 percent of students taking the AP English Language and Literature Exams will score 3 or higher.

6) Each year, for each statistically significant student group, (Amount 1) percent of students will increase (Amount 2) on the AP English Language and Literature Exams or achieve proficiency.

Subgroup	Amount 1	Amount 2
Asian	10%	1 point
Hispanic or Latino	20%	1 point
African American	30%	1 point
English Learners	10%	1 point

7) Each year, 85 percent of ELs will improve one overall proficiency level on CELDT.

8) Each year, have less than 5 percent of students absent more than 10% of the school days (chronic absence).

9) Each year, for each statistically significant student group, have less than (Amount 1) percent of students absent more than 10% of the school days (chronic absence).

Subgroup	Amount 1
Asian	5%
Hispanic or Latino	5%
African American	5%
English Learners	5%

10) Each year, achieve a High School cohort graduation rate of at least 90%.

11) Each year, for each statistically significant student group, achieve a High School cohort graduation rate of at least (Amount 1).

Subgroup	Amount 1
Asian	80%
Hispanic or Latino	80%
African American	80%
English Learners	80%
Low-Income Students	80%

12) Each year, 90 percent of 10th graders will pass the CAHSEE. If the State of California continues the CAHSEE.

13) Each year, for each statistically significant student group, (Amount 1) percent of 10th graders will pass the CAHSEE.

Subgroup	Amount 1
Asian	90%

Hispanic or Latino	90%
African American	90%
English Learners	90%
Low-Income Students	90%

14) Each year, 70 percent of 12th graders will achieve at 1500 or greater on the SAT and 21 or higher on the ACT.

15) Each year, for each statistically significant student group, (Amount 1) percent of 10th graders will achieve proficiency on the CAHSEE.

Subgroup	Amount 1
Asian	80%
Hispanic or Latino	80%
African American	80%
English Learners	80%
Low-Income Students	80%

16) Each year, at least 80 percent of students and families positively rate school safety.

17) Each year, at least 80 percent of students and families positively rate academic instruction.

18) Each year, at least 80 percent of students and families positively rate their voice in school decision-making and/or opportunity for feedback.

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.

B. MEASURABLE PUPIL OUTCOMES

Governing Law – 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. Pupil outcomes shall include

outcomes that address 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 the 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. - Section 47605(b)(5)(B).

The School's outcomes are designed to align with the school's mission, curriculum and assessments and the California State Standards for courses offered at AIPHS. Upon graduating from the school, students will have demonstrated the following, which indicates their ability to be self-motivated, competent lifelong learners.

Academic Achievers who:

- Produce quality work across the curriculum
- Are extremely knowledgeable of literature
- Compute and solve advanced math problems
- Are knowledgeable about educational pathways and career choices
- Are eligible for college by completing required coursework and equipped with the necessary skills to succeed in higher education

Effective Communicators who:

- Demonstrate skills of speaking, listening, reading, and writing in a variety of situations
- Collaborate, work effectively, and manage interpersonal relationships within diverse groups and settings
- Read and respond accurately and analytically to text questions
- Express themselves effectively through writing

Critical Thinkers who:

- Know how to access information and integrate knowledge
- Identify and use resources effectively to gather, communicate, and evaluate information
- Demonstrate the thinking skills of application, analysis, synthesis, and evaluation in a logical and integrated manner
- Critically analyze information and draw conclusions

Life-long Learners who:

- Are open to discovery, develop an enthusiasm and interest for learning
- Are adaptive to a wide array of professional and cultural settings
- Are goal-oriented and understand the importance of hard work and continual goal setting

Socially Responsible Citizens who:

- Are aware and understand the relevance of different histories and cultures in society
- Are leaders within their families and setting who contribute to the improvement of life in their school and community
- Demonstrate personal responsibility and integrity
- Are environmentally conscious and responsible

Technologically Literate Citizens who:

- Access and interpret information using technology
- Generate documents, spreadsheets, presentations, and mathematical computations using technology
- Are able to adapt to new and emerging technologies

AIPHS will be held accountable for student achievement in the following ways:

- ~~California STAR results:~~ At least 7065% of 9th, 10th, and 11th grade students will test proficient or advanced in ~~math, language arts, science, and history~~ core subjects.
- Attendance Rate: The school's rate of attendance will meet or exceed 970% each of the next five years.
- ~~California High School Exit Exam:~~ 80% of students will pass the CAHSEE by the end of the 10th grade.
- Advanced Placement Exams: 50% of students will pass at least 1 AP exam by the end of the 12th grade.
- UC "a-g" requirements: 80% of students will meet or exceed the UC "a-g" requirements by the end of 12th grade.
- College Acceptance Rates: ~~100%~~ 90% of 12th grade students will obtain acceptance into a 4-year college.
-

Academic Performance Index

~~AIPHS will meet or exceed the school's annual Academic Performance Index (API) growth target. In addition, AIPHS will meet or exceed Adequate Yearly Progress (AYP) and meet or exceed the requirements set forth in the NCLB Act of 2001. AIPHS will incorporate the Content Standards for California Schools in the curriculum. AIPHS will update to all amended standards and will continue to incorporate them in the curriculum to enhance student performance.~~

In accordance with SB 1290, American Indian Public High 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.

American Indian Public High 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:

- 1) By the end of the charter term, increase the percent of students scoring level 3 or level 4 on the ELA portion of the SBAC by at least 10 percent or achieve a level of 60 percent.
- 2) By the end of the charter term, for each statistically significant student subgroup, increase the percent of students scoring level 3 or level 4 on the ELA portion of the SBAC by at least (Amount 1) percent or achieve a level of (Amount 2) percent.

Subgroup	Amount 1	Amount 2
Asian	5%	79%

- 3) By the end of the charter term, increase the percent of students scoring level 3 or level 4 on the Math portion of the SBAC by at least 77 percent or achieve a level of 5 percent.
- 4) By the end of the charter term, for each statistically significant student group, increase the percent of students scoring level 3 or level 4 on the Math portion of the SBAC by at least (Amount 1) percent or achieve a level of (Amount 2) percent.

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9) Each year, for each statistically significant student group, have less than (Amount 1) percent of students absent more than 10% of the school days (chronic absence).

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13) Each year, for each statistically significant student group, (Amount 1) percent of 10th graders will pass the CAHSEE. If the CAHSEE is still a state requirement for graduation.

Subgroup	Amount 1
Asian	90%
Hispanic or Latino	90%
African American	90%
English Learners	90%
Low-Income Students	90%

14) Each year, 70-60 percent of 12th graders will achieve at 1500 or greater on the SAT and 21 or higher on the ACT.

15) Each year, for each statistically significant student group, (Amount 1) percent of 10th graders will achieve proficiency on the CAHSEE. If the CAHSEE is still a state requirement for graduation.

Subgroup	Amount 1
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16) Each year, at least 80 percent of students and families positively rate school safety.

17) Each year, at least 80 percent of students and families positively rate academic instruction.

18) Each year, at least 80 percent of students and families positively rate their voice in school decision-making and/or opportunity for feedback.

By July 1, 2015, and annually thereafter: American Indian Public High 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.

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.

C. METHOD OF ASSESSMENT

Governing Law: The method by which pupil progress in meeting those pupil outcomes is measured. California Education Code Section 47605(b)(5)(C)

AIPHS will have a rigorous assessment and goal-setting program to measure students' proficiency levels and ensure that each student is making progress toward becoming a responsible, well-educated adult. AIPHS will assess students regularly from the time they

enter the school through graduation, and teachers will monitor their progress closely. AIPHS will use the following assessments:

Annually

- California State Standards Exams
- ~~California High School Exit Exam~~
- California English Language Development Test
- 9th Grade Test of Physical Fitness
- Advanced Placement Exams
- PSAT
- SAT I
- ~~SAT II~~
- ACT

Each Quarter

- Progress in coursework
- Progress toward achieving Individual Education Plan (IEP) goals

Ongoing

- Quizzes and Tests
- Daily Homework
- Essays
- Group and Individual Projects
- Revisions Process
- Classroom Discussion
- Class Presentations
- Lab Reports

Senior Year

- Completion of all graduation requirements
- Applications to four-year colleges
- Acceptance letters to ~~four-year~~ college or university

Students will also be measured in non-curricular areas such as class attendance and discipline to ensure they are performing at the level stated in the school mission statement. For example, classes will compete with each other for the greatest number of consecutive days of perfect attendance. Attendance will be monitored within each classroom and posted on a bulletin board in the hallway. Non-curricular areas are often overlooked at urban high schools, when it comes to assessment, we believe that students develop more quickly when they are held accountable for both attendance and performance.

Use and Reporting of Data

AIPHS uses multiple tools to collect and analyze student data, including CALPADS, ~~Engrade, and Microsoft~~ Powerschool, Illuminate, and Excel. These systems combined provide AIPHS with the capability to record results for all the methods of assessment described in the previous section.

Collection

- Standardized assessment results are all available electronically and are uploaded by the ~~Director~~ Head of School or his/her designee
- All results from assessments given at school are input by faculty members.
- All information pertaining to student goals for students with disabilities are input by RSP teachers.

Analysis

- Individual students and their teachers analyze each student's individual performance throughout the school year.
- Parents review data quarterly for all students, or every three weeks for students failing one or more classes.
- The school faculty analyzes data from all of the tools listed for individual students, as well as school-wide, at least annually.
- The Board reviews the data and the faculty's analysis ~~of it at least~~ annually

Reporting

- Results from all of the tools listed above are available for each individual student and his or her family to review upon request through the school's office or the student's teacher
- Annually, the school will publish a School Accountability Report Card (SARC) that will be posted on the school's website and make available in the school lobby.
- On an as-needed basis, the School will publish bulletins reporting general student or school performance data.
- If AIPHS does not test (i.e. ~~STAR~~ State exams) with the District, AIPHS 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.
- AIPHS 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.

Continuous Improvement

AIPHS is committed to using student performance data to refine and improve the educational program. Specifically, faculty and staff will devote substantial time

throughout the year to analyze the data, and to propose changes to the educational program based upon their findings.

Pursuant to the transition to California's Common Core and the accompanying shift in the state accountability testing system, American Indian Public High School will establish baseline performance in the first year of testing administration ~~and will demonstrate growth in performance each year thereafter.~~

If American Indian Public High School does not test (i.e., STAR) with the District, American Indian Public High 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.

In addition, AIPHS will recognize the importance of setting measurable, attainable, and rigorous goals to ensure continuous improvement. Setting goals and objectives for academic performance at AIPHS will involve the following:

- Setting measurable standards and goals: Staff will identify what students should know (content standards) and what they should be able to do (performance standards) in all learning areas at critical points in their education. Steps in this process include: reviewing the school's mission, purpose, and expectations, reviewing state and district standards, developing exit outcomes and graduation standards, and listing specific academic outcomes that students demonstrate in each subject areas, grade, or skill level.
- Linking standards to curriculum and assessment: standards, curriculum, and assessment will be aligned with each other, with state guidelines, and with AIPHS's educational goals. Professional development will include training in the use of data-driven decision making, and educators will review the alignment of assessment and curriculum with the state content standards each year.
- Determining assessments that will actually measure if curriculum has been learned and monitoring progress toward goals. This includes a combination of projects, exhibitions, presentations, and criterion-referenced assessments. Progress will be objectively measured by the annual statewide assessments for each grade (~~STAR~~, ELPAC ~~CELDT~~). Classroom teachers may also measure achievement in a traditional manner, such as through quizzes, essays, tests, and exams.
- The staff will set baseline expectations for incoming students (e.g. information from previous assessments), recommend additional support if needed, and administer all assessments, including school, district, and state-required testing.
- AIPHS will utilize the California Standards Test, Grade Point Average (GPA), and English Language Proficiency Assessment for California (ELPAC) ~~California English Language Development Test (CELDT)~~ results to measure students'

academic preparedness. In addition, AIPHS will use the ~~Academic Performance Index (API), Adequate Yearly Progress (AYP)~~, student dropout rate, graduation rate and attendance as school-level indicators of success. The school administrator and teachers will monitor individual student progress to ensure students are making academic progress on the state content standards of each grade level before being advanced to the next grade. Student progress reports will be sent to families every three weeks for students who receive a C- or lower in any subject. The students who receive progress reports for low academic performance will be placed in tutoring and ~~may~~ participate in conferences with their family representative and teacher to identify appropriate strategies for improvement. Students must earn a “C” or better in each AIPHS in order to receive high school credit. Students who receive a “C-“ or lower in core subjects will not be promoted until they ~~repeat~~ recover any failed ~~course~~ credit with a passing grade.

District Visitation/Inspection

AIPHS will comply with a District requested visitation process to enable the District to gather information needed to validate the school’s performance and compliance with the terms of this charter in order to carry out its statutorily required oversight in accordance with Education Code Section 47607.

District Charter Approval

AIPHS 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 AIPHS 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.

Response to Inquiries

Pursuant to Education Code Section 47604.3 the School shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records from the District, the County Office of Education, County Board of Education, and the State Superintendent of Public Instruction.

Public Record

AIPHS 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 AIPHS to provide certain information in certain formats in certain ways to the general public and specifically to

parent of students at AIPHS and of the District. AIPHS further acknowledges that it has the obligation to provide all 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 AIPHS does not have that AIPHS needs in order to meet its obligations, the District shall provide the same to AIPHS in a reasonable timely manner upon request.

Parent Complaints

AIPHS will establish complaint procedures that address both complaints alleging discrimination or violations of law and complaints regarding other areas. AIPHS will not, at any time, refer complaints to the District except as may be appropriate to address special education concerns.

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.

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

AIPHS 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.

AIPHS 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.

Element 14

~~Charter School~~As stated above AIPHS 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.~~ Charter School will not, at any time, refer complaints to the District unless it is related to services such as special education that is directly being delivered by OUSD.

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.

As stated earlier, ~~Charter School~~AIPHS 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~~AIPHS alleging its noncompliance with these laws or alleging any actions which would be prohibited by these laws. ~~Charter School~~AIPHS will notify all its students and employees of the name, office address, and telephone number of the designated employee or employees.

~~Charter School~~AIPHS 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~~AIPHS 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.

IV. GOVERNANCE STRUCTURE

The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parental involvement— Section 47605(b)(5)(D).

Legal Status

In accordance with Section 47604, AIPHS shall be operated by American Indian Model Schools (“AIMS”), a nonprofit public benefit corporation, formed and organized pursuant to Nonprofit Public Benefit Corporation Law (Part 2 (commencing with Section 5110) of Division 2 of Title 1) of the Corporations Code). The AIMS Articles of Incorporation and approved by-laws are included in (Appendix I and Appendix J, respectively).

Members of AIPHS’ 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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AIPHS, 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. AIPHS acknowledges that it is subject to audit by OUSD. If OUSD seeks an audit of AIPHS, 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 AIPHS by law of charter provisions.

AIPHS 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.

As an independent charter school, American Indian Public High 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~~ make accessible to 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~~ make accessible 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 AIMS'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 AIPHS 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 53 501(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 2448 school 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 this charter. 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.

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

American Indian Public High 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.

American Indian Public High 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. American Indian Public High School acknowledges that it is subject to reasonable audit by OUSD if OUSD seeks an audit of American Indian Public High School-# OUSD 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 American Indian Public High School by law or charter provisions.

Members of American Indian Public High 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, and 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.~~

To the extent that American Indian Public High School is a recipient of federal funds, including federal Title I, Part A funds, American Indian Public High School has agreed to meet all of the programmatic, fiscal and other regulatory requirements of the No Child Left Behind Act (as long as it is in effect) and other applicable federal grant programs. American Indian Public High 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 (as long as it is in effect) 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 currently 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. American Indian Public High School also understands that as part of its oversight of the school, the Office of Charter Schools may conduct a reasonable program review of federal and state compliance issues.

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) as long as it is in effect) 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 reasonable 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.

Board of Directors

The American Indian Public High School is governed by the AIMS Board of Directors (the “Board” or “Governing Board”). The Board shall be ultimately responsible for the operation and activities of the School. The Board shall be governed in its operations and its actions by the corporate bylaws of the organization which shall be consistent with the charter, the Charter Schools Act, and all other applicable laws. The primary methods for executing their responsibilities are to create, adopt, and monitor a long term strategic plan and associated budget, and to employ and evaluate the Superintendent/Director of AIM Schools. ~~The day to day management of the School shall be by the Director, who is overseen by the Board.~~ The school government is reflected by way of its governing structure, the curriculum, student guidance and school code of conduct. The AIPCS-IMS Governing Board will be comprised of at least five and no more than fifteen diverse community members. ~~The AIM Schools Director~~ Superintendent will report directly to the Governing Board. (Please see Appendix B, AIPHS Organizational Chart).

The Board will meet on a regular basis. The responsibilities of the Board include but are not limited to:

- Uphold the mission of the School
- Oversee the implementation of the charter
- Approve and monitor the school budget, fiscal reports, and the School’s fiscal practices
- Approve all contracts and expenses
- Receive and review the yearly independent financial audit
- Approve and monitor the school’s facility arrangements and plans
- Oversee and evaluate ~~the Director~~ the Superintendent
- Hire ~~the Director~~ the Superintendent
- Monitor ~~the Director’s~~ the Superintendents implementation of the school’s personnel policy
- Approve Board Policies

~~Potential board members are recommended to the existing American Indian Public Charter School Board. The board applicants submit a letter of interest and resume. The existing American Indian Public Charter School Board members vote on the new Governance Board members. A minimum of one family member, one educator and one businessperson serve on the Board. These Governance Board members will reflect the student population and be of a diverse professional background.~~

~~The Board will comply with all federal, state and local laws that are applicable to independent public charter schools, including but not limited to the Brown Act and the Political Reform Act. AIPHS has adopted a conflicts code, a draft of which is included in Appendix K (pg. 98). The organization will retain its own legal counsel when necessary, and will purchase and maintain, as necessary, insurance policies.~~

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

~~The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee of the Charter School any of those duties with the exception of budget approval or revision, approval of the fiscal audits, and the adoption of Board policies. The Board however, retains ultimate responsibility of the performance of those powers or duties so delegated.~~

~~The Board of Directors members will attend an annual in-service session for the purposes of training individual board members on their responsibilities with topics to include at minimum Conflicts of Interest, and the Brown Act.~~

~~The OUSD Board may appoint an individual to serve on the Governance Board. they may make recommendations, participate in discussions and participate fully in all respects.~~

~~Director~~Superintendent

~~The Director~~ Superintendent will work full time with the site administrators each school and will communicate directly with the Board of Directors. ~~The Director~~ Superintendent is fully responsible for the execution of all Board policy, all day-to-day operations, and all functions of the ~~school~~ organization.

The responsibilities of the ~~The Director~~ Superintendent or his/her designees may include, but are not limited to, the following:

- Attend District Administrative meetings as necessary and stay in direct contact with District regarding changes, progress, etc.
- Develop Board meeting agenda in conjunction with the Board President in compliance with the Brown Act.
- Supervise the ~~chief operating officer~~s all senior leadership positions and ~~site administrators~~ Head of Schools at each school.
- Ensure appropriate evaluation of all School employees.
- Propose policies for adoption by the Board.
- Provide comments and recommendations regarding policies presented by others to the Board.

- Communicate with School legal counsel and any outside consultants.
- Stay abreast of school laws and regulations.
- ~~Approve all purchase orders, pay warrants, and requisitions; and, upon approval, forward on for processing.~~
- Participate in the dispute resolution procedure and the complaint procedure when necessary.
- ~~Establish and execute enrollment procedures~~
- ~~Provide all necessary financial reports as required for proper ADA reporting.~~
- ~~Make budget line item revisions when necessary and report changes regularly to the Board.~~
- Develop and administer the budget in accordance with generally accepted accounting principles.
- Present a quarterly financial report to the Charter Board.
- Provide assistance and coordination to the faculty in the development of curriculum.
- Oversee family and community relations.
- Attend IEP meetings when necessary.
- ~~Supervise student disciplinary matters.~~
- ~~Coordinate the administration of Standardized Testing~~
- Plan and coordinate employee orientation with site administrators.
- Attend Charter Board meetings and attend as necessary District board of Education meetings as the Charter representative.
- Establish procedure designed to carry out Charter Board policies
- Attend state, county, local and national convenings

Board Committees

The Board may appoint one or more committees.. The purpose of a committee is to provide advice, expertise, and resources as necessary related to charter schools, finances, facilities, and other areas relevant to the success of the school. Board committees will be selected by the Board of Directors.

Family Involvement

As the school has been established to serve the needs of the students, it is imperative that families are actively involved. An AIPHS ~~Family Advisory Committee (FAC)~~ a family engagement group has been established to facilitate communication between all members of the organization. The ~~FAC~~ group reports directly to the Head of School and the Superintendent ~~Governance Board~~, and whenever possible a member of the family engagement group ~~FAC~~ will also serve as a member of the GoverningBoard. Members of this team will meet regularly and may meet with the school administration to bring family community questions, concerns, and ideas to the attention of the administration. They will work on such areas as the family-student handbook and other activities to ensure the charter school meets its mission and that students are served appropriately.

Families will have the opportunity to participate in daily class activities, school activities, graduation planning, and the Governing Board meetings at the school site. Families will be involved in AIPHS meetings and school activities. The aim of AIPHS will be to ensure that families are actively involved in the child's education.

V. HUMAN RESOURCES

Governing Law – The qualifications to be met by individuals to be employed by the charter school – Section 47605(b)(5)(E)]

Qualifications of School Employees

AIPHS will recruit and employ professional, effective and qualified personnel for all administrative, instructional, and non-instructional support positions. All employees will demonstrate a belief in the mission, program design, instructional philosophy, and curriculum documented in this charter.

In accordance with Education Code 47605(d)(1), AIPHS shall be nonsectarian in its employment practices and all other operations. AIPHS shall not discriminate against any individual (employee or pupil) on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). All employees are expected to possess the personal characteristics, skills, knowledge and experience required by their job description as determined by the school. All employees must comply with the employee processing policies and procedures (to include, but not limited to, fingerprints, criminal records, proof of identity, right to work in the United States, and TB screening).

Specific Qualifications for all Staff

The Board of Directors shall define specific employee minimum qualifications that shall include,
but not be limited to, the following:

- Commitment of time, energy, and effort in developing AIPHS's program
- Belief in the basic philosophy of emphasizing the core curriculum
- Commitment to working with parents as educational partners
- Strong written and verbal communication skills
- Knowledge of the developmental needs of students
- Awareness of the social, emotional and academic needs of the students.
- Ability to plan cooperatively with other staff
- Willingness to continue education through additional courses and training, workshops, seminars, and staff development
- Active participation in faculty meetings
- Focus on working closely with the school faculty by providing any information regarding a student's behavior change, attitude and/or classroom performance.
- Take a leadership role in some aspect of the School's development

~~Site Administrators~~ Deans and Heads of Schools

~~The Director and Site Administrators~~ at AIPHS shall possess leadership abilities and comprehensive educational vision that is consistent with the school's mission and educational program. In addition, the Site Administrator shall possess skills in hiring and supervising excellent teachers; and posses or are in the process of pursuing an administrative credential ~~and, i. If possible, business experience.~~ The Governing Board may set additional criteria for the selection of administrative staff.

Teachers

Instructional employees will hold appropriate California teaching certificates or permits issued by the Commission on Teacher Credentialing. AIPHS will comply with Section 47605(l), which states:

“Teachers in charter schools shall be required to hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold. It is the intent of the Legislature that charter schools be given flexibility with regard to non-core, non-college preparatory course.”

AIPHS will retain or employ teaching staff who hold appropriate California teaching certificates, permits, or other documents issued by the Commission on Teacher Credentialing and have experience commensurate with the applicable job specification. Additionally, core teachers, as defined by the No Child Left Behind Act (“NCLB”), shall meet the applicable definitions of “highly qualified.”

In addition to the specific qualifications expected of all AIPHS staff members, the following qualifications are expected of all teachers:

- Strong instructional leadership
- Responsible for students and their success in learning
- Familiarity with or willingness to be trained in AIM's curriculum, instructional methodology, procedural compliance
- Demonstrable effectiveness in teaching, mentoring, and writing
- Commitment to the philosophy of the charter school and the mission
- Accepting the family as a vital partner in the learning process
- Working flexible schedules in order to accommodate the varying needs and schedule of enrolled students, parents, and community
- Deep commitment to student achievement
- Accepting responsibility and accountability for instruction to students

AIPHS may also employ or retain non-certificated instructional support staff in any case where a prospective staff member has an appropriate mix of subject matter expertise,

professional experience, and the demonstrated capacity to work successfully in an instructional support capacity. Instructional support staff will not serve as the teacher of record for individual pupils and may not assign grades or approve student work assignments without the approval of the teacher of record, except in non-core, non-college preparatory courses and activities. All non-instructional staff will possess experience and expertise appropriate for their position as determined by the ~~Director~~ and Governing Board.

Professional Development

Staff members will participate in in-service sessions based on their professional needs, as well as on school-wide priorities. Staff development will allow the faculty to keep current with educational issues related to ELL students, adolescents and school improvement. The format of this training will be varied and determined by the staff. AIPHS will work with other charter schools and other educational institution to provide effective staff development. ~~All employees of AIPHS will have “at will” contracts each year.~~

Compensation and Benefits

Governing Law – 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. - Section 47605(b)(5)(K)).

The financial compensation for school employees will include a base salary that is above the average starting salary for District high schools. Merit pay, ~~\$500~~ \$1,000 for perfect teacher attendance each year, and a Christmas bonus may be awarded at the board’s discretion as they have proven to be effective at American Indian Public High School.

All AIPHS employees will participate in the federal Social Security System unless STRS involvement hinders participation. ~~The AIPHS Governance Board will have the option to participate in the State Teachers Retirement System (STRS) or~~ Non-credentialed staff and faculty shall participate in Public Employees Retirement System (PERS) or to implement any other retirement plan at its disposal. If AIPHS chooses to participate in ~~STRS/PERS~~ program, it will work directly with the Alameda County Office of Education and ~~STRS/PERS~~ to provide the appropriate payroll information.

AIPHS will provide mandatory benefits such as workers’ compensation, unemployment insurance, Medicare and social security. AIPHS will provide health, dental, ~~and~~ vision insurance ~~to each AIPHS~~ life insurance to each AIPHS employees. Additional disability coverage may be obtained at a cost to the employee.

Employee Representation

Governing Law – A declaration as to whether the Charter School shall be deemed the exclusive public school employer of the employees of the Charter School for the purposes of the Educational Employment Relations Act.—California Education Code Section 47605(b)(6)

AIPHS will be the exclusive public employer of all employees of the charter school for collective bargaining purposes, including for purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code. AIPHS will comply with all provisions of the Educational Employment Relations Act (EERA) and act independently from OUSD for bargaining purposes. In accordance with EERA, employees may join and be represented by an organization of their choice for collective bargaining purposes. If AIPHS employees elect to be represented by an organization for collective bargaining purposes, all employees will be individually contracted. The individual contracts will address, among other issues, salary, health and welfare benefits, work schedules and responsibilities, standards for performance evaluation, and bonuses.

Persons employed by the school are not considered employees of the Oakland Unified School District for any purposes whatsoever.

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, as may be required by law, 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.

Rights of School District Employees

Governing Law – A description of the rights of an employees of the school district upon leaving the employment of the school district to work in a charter schools, and of any rights of return to the school district after employment at a charter school. – Section 47605(b)(5)(M)

All employees of AIPHS shall be considered the exclusive employees of AIPHS and not any school of the Oakland Unified School District unless otherwise mutually agreed in writing. Employees of the District who resign from employment to work at AIPHS and who later wish to return to the District shall be treated the same as any other former District employee seeking reemployment in accordance with District policy, applicable law, and applicable bargaining agreements. AIPHS shall not have any authority to confer any rights to return on District employees. Sick or vacation leave or years of service credit at the Oakland Unified School District or any school district shall not be transferred to the Charter School.

Health and Safety

Governing Law – The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the school furnish the school record summary as described in Section 44237. -Section 47605(b)(5)(F)

A healthy and safe environment is imperative to productive teaching and learning. AIPHS has adopted and implemented a comprehensive set of health, safety, and risk management policies. These policies were developed in consultation with the School's insurance carriers. These policies will be reviewed and updated as required in response to any change in conditions or operations that may affect the health and safety of students and staff. The policies will be incorporated as appropriate into the Student/Parent and the Employee handbooks.

The following summarizes the health and safety policies of AIPHS:

Procedures for Background Checks

Employees and contractors at AIPHS will be required to submit to a criminal background check and furnish a criminal record summary as required by Ed. Code 44237 and 45125.1. New employees not possessing a valid California Teaching Credential must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. Human resource officerThe Director of the school shall monitor compliance with this policy and report to the Charter School Board of Directors on a quarterly basis. The Board President shall monitor the fingerprinting and background clearance of Superintendent the Director. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

Role of Staff as Mandated Child Abuse Reporters

All classified and certificated staff will be mandated child abuse reporters and will follow all applicable reporting laws.

TB Testing

AIPHS will follow the requirement of Education Code Section 49406 in requiring tuberculosis testing of all employees.

Immunizations

AIPHS will adhere to all laws related to legally required immunizations for entering students pursuant to Health and Safety Code Section 120325-120375, and Title 17, California Code of Regulations Section 6000-6075.

CPR/First Aid Training

Employees at AIPHS are encouraged to be CPR/First Aid trained. The school's administration will ensure that a CPR/First Aid trained staff member is on duty during regular school hours.

Medication in School

AIPHS will adhere to Education Code Section 49423 regarding administration of medication in school.

Vision/Hearing/Scoliosis

AIPHS shall adhere to Education Code Section 49450 et. seq. as applicable to the grade levels served by the School.

Emergency Preparedness

AIPHS shall adhere to an Emergency Preparedness Plan drafted specifically to the needs of the school site. This plan shall include but not be limited to the following responses: fire, flood, earthquake, terrorist threats, and hostage situations.

Facility Safety

AIPHS shall comply with Education Code Section 47610 by utilizing facilities that are compliant with the California Building Standards Code. The School agrees to maintain visitor policies, and test fire extinguishers and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The School shall conduct fire drills at least twice monthly. AIPHS 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.

Drug Free/Smoke Free Environment

AIPHS shall maintain a drug and alcohol and smoke free environment.

Charter School is deemed the exclusive public school employer of all employees of Charter School for collective bargaining purposes. As such, Charter School shall comply with all provisions of the Educational Employment Relations Act ("EERA"), and shall act independently from OUSD for collective bargaining purposes. In accordance with the

EERA, employees may join and be represented by an organization of their choice for collective bargaining purposes

The staff and Governing Board members of American Indian Public High School agree to attempt to resolve all disputes between the District and American Indian Public High 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 American Indian Public High 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:

American Indian Public High 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

American Indian Public High School shall notify, within 30 days, the superintendent of the school district of any pupil who is expelled or leaves American Indian Public High 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. American Indian Public High 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).

In the case of a special education student, or a student who receives 504 accommodations, American Indian Public High 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.

Dispute Resolution

Governing Law – The procedures to be followed by the Charter School and the entity granting the charter to resolve disputes relation to provisions of the charter—Section 47605(b)(5)(N)

The intent of the AIPHS dispute resolution process is to:

1. Resolve disputes within AIPHS pursuant to the school’s policies
2. Minimize the oversight burden on OUSD
3. Ensure a fair and timely resolution to disputes
4. Frame a charter oversight, renewal process, and timeline to avoid disputes regarding oversight and renewal matters

Disputes Between the School and the Charter-Granting Agency

The staff and Governing Board members of AIPHS agree to attempt to resolve all disputes between the District and AIPHS 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 relation to the charter agreement between the District and AIPHS, except any controversy or claim that in any way relates 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 relates in any way 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 5:00pm 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:

~~AIPHS~~
~~3637 Magee Ave.~~

~~_____Oakland, CA 94619~~

To Coordinator, Office of Charter Schools:

~~Office of Charter Schools~~

~~_____Oakland Unified School District~~

~~_____1025 Second Avenue, Room 206~~

~~_____Oakland, CA 94606~~

- (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 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 5:00pm, or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; of (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.

VI. STUDENT ADMISSIONS, ATTENDANCE, AND SUSPENSION/EXPULSION POLICIES

Governing Law – Admission requirements, if applicable—Section 47605(b)(5)(H)

The Board of Directors shall determine all policies, processes, and procedures governing application, admission, and enrollment at AIPHS. All students attending AIPHS must

follow the application, admission, and enrollment policies of the school. The application packet for admission to AIPHS shall include information that allows students and parents to be informed about the school's operation as a charter school, its educational programs, the academic and behavioral expectations of students, and the rights and responsibilities of students and parents who wish to become part of the School. The application packet shall include:

- An enrollment guide outlining the enrollment process at AIPHS
- Registration form which requests basic information about the prospective student
- AIPHS mission statement and information about faculty and staff
- Historic overview of AIPHS students' academic achievement
- AIPHS Family handbook (A sample copy of the 2015-2016 school year version is attached as Appendix L)

The Board shall have the sole authority to determine the size and grade-level breakdown of the student body at AIPHS. The determination of school capacity shall be based on, among other things, the school's academic program, the school's fiscal viability, the educational needs of currently enrolled students, the capacity of the school site, and the level of interest shown by students who want to attend.

By October 1 of each year, AIPHS will notify the District in writing of the application deadline and proposed lottery date. AIPHS 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.

Admission Criteria

As written by David Whitman in his book, *Sweating the Small Stuff, Inner-City Schools and the New Paternalism* (2008), "Failing students from other schools who become ace pupils at AIPCS may well have some hidden innate ability not evident at their previous schools. But they are hardly an example of selective recruiting or creaming from the top of the local academic pool."

AIPHS shall be open to all students at the appropriate grade levels who wish to attend within the minimum and maximum age requirements specified in applicable law. AIPHS shall be open to all students without regard for the place of residence of students or parents within California except as provided in Education Code Section 47605(d)(2). If oversubscribed by the application deadline, admission to AIPHS, except for existing students, shall be determined by a public random drawing in accordance with the preferences given in the next section.

The only admission requirement is that students wishing to attend AIPHS must follow the school's admission procedures with respect to completing applications, and enrollment

forms and documents by the announced deadlines. Application deadlines, which will normally be in the winter for admission the following September, shall be coordinated with local public schools to give students and their parents opportunity to consider the full range of educational opportunities available to them.

There shall be no admission testing or other evaluation required of any applicant. AIPHS shall not charge an application fee nor shall it charge tuition [Section 47605(d)(1)]. AIPHS will neither solicit nor require parent contributions to help fund AIPHS's educational programs nor shall it require any monetary contribution as a condition for application, admission, enrollment, or participation in any of the school's required educational activities.

AIPHS shall be nonsectarian in its admission and enrollment policies and shall not discriminate against any student on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). [Section 47605(d)(1)].

Public Random Drawing and Preferences

If the number of students who apply to attend AIPHS within each grade level by the application deadline exceeds the school's capacity, attendance, except for the existing student shall be determined by a public random drawing for each grade level conducted in advance of the start of summer school. In accordance with Section 47605(d)(2), preference in the public random drawing shall be provided in the following order of declining priority:

1. Siblings of currently enrolled students or graduate a AIPHS
2. Students residing within the boundaries of the District
3. All other students who wish to attend the School

At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be given the option to put their name on a wait list according to their draw in the public random drawing. This wait list will allow students the option of enrollment in the case of an opening during the current school year. In no circumstance will a wait list carry over to the following school year. The order of admission of students at any time during the year shall be based solely on the order of applicants on the admission wait list. Applications received after the application deadline will be added to the wait list in the order received. After the wait list has been exhausted or at the conclusion of the school year, the school will advertise if a space has become available and applications are being accepted. If more applicants than spaces are available, another public random drawing will be conducted for the open spaces as described above.

Conditions of Enrollment

Conditions for enrollment at AIPHS are communicated in writing to parents throughout the application and enrollment process. A sample enrollment information guide, registration form, and supplementary information packet are included (Appendix M)

Non-Discrimination

Governing Law - The 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. –Section 47605(b)(5)(G)

AIPHS will strive to recruit a student population that will be reflective of the school age population of the granting agency. AIPHS will engage in a variety of means and strategies to try to achieve a racially and ethnically diverse student population. These strategies will include:

- Enrollment timeline and process that allow for broad-based recruiting and application proves
- Outreach efforts via elementary schools within the District’s attendance boundaries, neighborhood groups, community organizations, churches or other leadership organizations
- Each year the School shall review its racial and ethnic balance and these policies to determine which policies and practices are the most effective in achieving a diverse student population.

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 preenrollment 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.

Public School Attendance Alternatives

Governing Law: The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools. –Section 47605(b)(5)(L)

Students who opt not to attend AIPHS may attend their school district of residence schools or pursue an interdistrict transfer in accordance with existing enrollment and transfer policies of their district or county of residence. Parents or guardians of each pupil enrolled in AIPHS shall be informed that the pupil(s) has no right to admission in a particular school of any local education agency (or program of any local education agency) as a consequence of enrollment in AIPHS, except to the extent that such a right is extended by the local education agency.

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.

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.

Suspension/Expulsion Procedures

Governing Law: The procedures by which pupils can be suspended or expelled –Code Section 47605(b)(5)(J)

AIPHS will have a comprehensive set of suspension and expulsion policies which are attached in Appendix N. The policies will be printed and distributed as part of AIPHS's Student/Parent Handbook and will clearly describe the school's expectations regarding attendance, mutual respect, substance, abuse, violence, safety, and work habits. Each student and his or her parent or guardian will be required to verify that they have reviewed and understand the policies prior to enrollment. These policies will provide all students with an opportunity for due process and will conform to applicable federal and state law regarding students with exceptional needs. The Board may adopt additional disciplinary policies which are not inconsistent with Appendix N, and those policies shall also be printed and distributed in the AIPHS Student/Parent Handbook.

In the case of a special education student, or a student who receives 504 accommodations, AIPHS 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.

VII. FINANCIAL PLANNING, REPORTING, AND ACCOUNTABILITY

A. Budgets

Governing Law: The petitioner or petitioners shall also be required to provide financial statements that include a proposed first year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation.— Section 47605(g).

AIPHS's budget is based upon the experience of operating AIPHS for the last five years. The five-year budget, cash flow, and assumptions (Appendix O and Appendix P) are reasonable estimates of the school's expenditures given historical financial data, specifically actuals for ~~2005***-20092***~~2005***-20092***. The anticipated revenues are also based on five years of operating experience for the school, and the estimates for the ~~2011***-2012***~~2011***-2012*** high school revenue limit and categorical block grant given the proposed state budget. Estimates have been provided by the Charter Schools Development Center, California Charter Schools Association and the California Department of Education's Charter Schools Division.

B. Financial Reporting

AIPHS has approved a complete set of fiscal control policies and procedures for AIPHS operation, which may be amended from time to time. The current fiscal control policies and procedures are attached as Appendix Q. AIPHS shall comply with all financial reporting requirements of Education Code Section 47604.33 and shall comply fully with Education Code Section 47604.3.

C. Insurance

AIPHS will maintain general liability, workers compensation, and other necessary insurance of the types in the amounts required for an enterprise of this size and nature for the operation of the school.

Throughout the life of this contract, the Charter School shall pay for and maintain in full force and effect with an insurance company or companies admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-/VII", very low, in Best Insurance Rating Guide, the following policies of insurance:

1. COMMERCIAL GENERAL LIABILITY insurance, which shall include contractual, products and completed operations, corporal punishment and sexual misconduct and harassment coverage, and bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000.00 per occurrence.

2. COMMERCIAL GENERAL LIABILITY insurance that shall include coverage for owned and non-owned autos, with bodily injury liability limits not less than \$1,000,000.00 per person, per occurrence and property damage liability limits of not less than \$500,000.00, per occurrence.
3. WORKERS' COMPENSATION INSURANCE, as required by the California Labor Code, with not less than statutory limits

D. Administrative Services

Governing Law: The manner in which administrative services of the School are to be provided. –Section 47605(g).

With the exception of services performed by OUSD in providing oversight to AIPHS as defined by Education Code Section 47604.32, all charter-requested services from OUSD will be on a pay-for-service basis.

The District may charge for the actual costs of supervisorial oversight of AIPHS not to exceed 1% of the charter school's revenue, or the District may charge for the actual costs of supervisorial oversight of the Charter School not to exceed 3% if AIPHS is able to obtain substantially rent free facilities from the District. Notwithstanding the foregoing, the District may charge the maximum supervisorial oversight fee allowed under the law as it may change from time to time. For purposes of this charter, "revenue of the charter school" means the general-purpose entitlement and categorical block grant, as defined in subdivisions (a) and (b) of Section 47632. Subject to availability, AIPHS may request OUSD services on a pay-for-service basis.

The school reports daily attendance requirements to OUSD in a format acceptable to the district and state. Required reports regarding daily attendance are completed and submitted to requesting agencies. Budget allocation and vendor selection are the responsibility of the Governing Board with substantial input from the ~~Director~~. The ~~Director~~ develops all budget proposals and has latitude in determining how funds are best used within budget categories. The Governing Board ~~may~~ delegates authority to the ~~Director~~ to select vendors below a contract amount to be determined, but will retain overall responsibility for contract approvals. The Governing Board works with ~~ADP~~ for payroll services and to ensure compliance with state financial accounting procedures.

The ~~Director~~ will instruct the financial ~~manager~~ officer to prepare financial statements such as a balance sheet, income statement, and statement of cash flow. Financial statements are accessible to the independent auditor, school officers, OUSD, families of AIPHS students and any Governing Board members who want to assess the school's financial condition. In addition, AIPHS will continue to submit an annual audited financial statement to the appropriate authorities within the California Department of Education, State Controller's Office, County Superintendent of Schools, and the Oakland Unified School District.

E. Facilities

Governing Law: The description of the type and potential location of the facility to be used by the charter school. –Section 47605(g)

~~AIPHS will continue to be located at 3637 Magee Ave., Oakland, California. This is a former private high school that has ten classrooms, numerous offices, a gym and cafeteria.~~ AIPHS will also be located at 171 12th Street, Oakland, California and 746 Grand Avenue Oakland CA. ~~This~~ 171 12th street is the current location of AIPCS II and AIPCS, and the former location of Oakland Charter High School. The ~~current lease~~mortgage will remain in force throughout the entire five-year period of the school's renewal term for ~~both~~ 171 12th street locations. AIPHS may seek to operate at an additional location or locations within the District, with the District's prior approval.

If AIPHS 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 AIPHS moves or expands to another facility during the term of this charter, AIPHS 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. AIPHS 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.

F. Transportation

AIPHS ~~will~~ may ~~not~~ provide transportation of students to and from school. If transportation provided it will be done in compliance with all state and local laws and requirements. It is the primary responsibility of the student's families to provide transportation to AIPHS, except as required by law for students with disabilities in accordance with a student's IEP. In these instances, transportation needs shall be handled by OUSD SELPA if the school operates as a public school of the District for special education purposes, ~~but solely by AIPHS in accordance with SELPA policy and the IDEIA once AIPHS becomes an LEA and a member of the SELPA as intended by this charter.~~

G. Audits

Governing Law: The manner in which annual, independent financial audit shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.— Section 47605(b)(5)(I)

An annual independent fiscal audit of the books and records of AIPHS will be conducted as required under the Charter Schools Act, Section 47605(b)(5)(I) and 47605(m). The books and records of the Charter School will be kept in accordance with generally accepted accounting principles, and as required by applicable law and the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controllers Guide.

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

It is anticipated that the annual audit will be completed within four months of the close of the fiscal year and that a copy of the auditor's findings will be forwarded to the District, the County Superintendent of Schools, the State Controller, and the CDE by the 15th of December of each year. The Director, along with the Governing Board, will review any audit exceptions or deficiencies and meet with the District with regard to resolution of audit exception or deficiencies to the satisfaction of the District. The Governing Board will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same.

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

To the extent that AIPHS is a recipient of federal funds, including federal Title I, Part A funds, AIPHS 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. AIPHS 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.

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

H. Closure Protocol

Governing Law: A description of the procedures to be used if the charter school closes.—Section 47605(b)(5)(p)

The following procedures shall apply in the event the charter school closes. The following procedures shall apply regardless of the reason for closure.

Closure of the school shall be documented by official action of the Board of ~~AIPCS~~ AIMS. The action shall identify the reason for the closure. The official action will also identify an entity and person or persons responsible for closure-related activities. The Board of Directors will promptly notify parents and students of the School, the District, the Alameda County Office of Education, the School’s SELPA, the retirement systems in which the School’s employees participate, and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils’ school districts of residence; and the manner in which parents and guardians may obtain copies of pupil records, including specific information on completed courses and credits.

The Board shall ensure notification to the parents and students of the school, providing information to assist parents and students in location suitable alternative programs and the manner in which they can obtain a copy of their child(ren)’s student record. This notice shall be provided promptly, within 10 business days following the Board’s decision to close the school.

Upon proper notification and request by a new school of attendance, student records will be transferred. During the close out process, all pupil records shall be maintained by the “responsibility entity” designated by the Board. AIPHS shall otherwise assist students in transferring to their next school. All transfers of student records shall be made in compliance with the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. §1232g.

Personnel records shall be maintained and transferred in accordance with applicable law by the “responsibility entity” designated by the Board.

The Board will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupil’s districts of residence, which they will provide to the entity responsible for closure-related activities.

The School will ask the District to store remaining original records of Charter School students. All records of the School shall be transferred to the District upon School closure. If the District will not or cannot store the records, the Charter School shall work with the County Office of Education to determine a suitable alternative location for storage.

As soon as reasonably practical, the school shall prepare final financial records. The school shall also have an independent audit completed within six months after closure. The school shall pay for the final audit. The audit shall be prepared by a qualified CPA selected by the school and shall be provided to the District, County Office of Education, and California Department of Education promptly upon completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to AIPHS.

AIPHS will complete and file any annual reports required pursuant to Education Code section 47604.33.

Upon closure of the school, all assets of the school, including but not limited to all leaseholds, tangible and intangible personal property, intellectual property, and all ADA apportionments and other revenues generated by students attending the school, shall remain the sole property of AIPHS and shall be distributed in accordance with the corporations Articles of Incorporation upon the dissolution of the non-profit public benefit corporation. Any assets acquired from the District or District property will be promptly returned upon School closure to the District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include

submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

Upon closure, AIPHS shall remain responsible for satisfaction of all liabilities arising from the operation of the school. As AIPHS is operated by or as nonprofit public benefit corporation under California law, should the Governing Board elect to wind up and dissolve the nonprofit corporation, the Board shall follow the applicable provisions set forth in the California Corporations Code, and shall file all necessary filings with the appropriate state and federal agencies.

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

REVOCATION OF THE CHARTER

The grounds for charter revocation are established by the Charter Schools Act.

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. In all circumstances, revocation procedures shall be in compliance with applicable law and regulations. 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

A Closure Action shall be deemed “final” for purposes of these closure procedures upon, (1) the taking of a Closure Action by the Governing Board of AIPHS, or (2) up on the exhaustion of all administrative and judicial remedies if the Closure Action is taken by the OUSD Board of Education. Upon a final 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 residing within OUSD, 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. Original student cumulative files and behavior records for students residing outside of OUSD will be transferred to their school district of residence.

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. 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 a final 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, the Charter School's Governing Board may determine, in its sole discretion, whether to elect to wind up and dissolve the nonprofit corporation in accordance with applicable law and the its articles of incorporation and bylaws. If the Charter School's Governing Board elects to wind up and dissolve the nonprofit corporation, the Charter School's Governing Board shall adopt a plan for wind up and dissolution of the corporation in accordance with applicable law. Should the nonprofit corporation continue in existence following the closure of AIPHS, the nonprofit corporation may retain any remaining assets after the liabilities of AIPHS are satisfied and required grant funds or restricted categorical funds are returned to their source if required by applicable state or federal law, any donated materials or property are returned if required to comply with conditions of their donation, and any property of the District loaned to AIMS for AIPHS use is returned to the District.

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 shall provide OUSD within fourteen (14) calendar days of the final 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, which may include but are 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), if applicable.
- c. Make final federal tax payments (employee taxes, etc.) , if applicable
- d. File its final withholding tax return (Treasury Form 165), if applicable.
- e. File its final return with the IRS (Form 990 and Schedule), I f applicable.

This provision regarding closure procedures 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.

FACILITIES

The District and Charter School shall negotiate the terms of a facilities use agreement should the Charter School request the use of District facilities. Such agreement shall be executed by the parties prior to occupancy and commencing use.

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. ~~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.~~ In the event that a use agreement expires at the end of a charter term, and the charter is renewed but a new use agreement has not yet been approved by the OUSD Board of Education, ~~During such time period~~ the 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 may 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 the charter.

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 American Indian Public High 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 American Indian Public High School moves or expands to another facility during the term of this charter, American Indian Public High 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

The District may charge for the actual costs of supervisory oversight of American Indian Public High 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 American Indian Public High 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

American Indian Public High 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...

The District may revoke the charter of American Indian Public High 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.

American Indian Public High School agrees to observe and abide by the following terms and conditions as a requirement for receiving and maintaining their charter authorization:

- American Indian Public High School ~~is~~ may be subject to District oversight and is its own LEA.
- 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 American Indian Public High School.
- The District is authorized to revoke this charter for, among other reasons, the failure of American Indian Public High 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~~ OUSD cost, pursuant to its oversight responsibility, to reasonably audit American Indian Public High 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.

American Indian Public High 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 American Indian Public High 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 American Indian Public High School operations is received by the District, American Indian Public High School shall be expected to cooperate with any reasonable 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 American Indian Public High School by law or charter provisions.

FISCAL MATTERS

Cash Reserves

Charter School acknowledges that the recommended school district 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 and operates as a separate LEA.
- 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).)

School Management Contracts

AIPHS will be an AIMS collaborative school that is under the leadership of the AIMS superintendent and Governing Board ~~self-managed entity~~ that will follow the AIPCS AIMS Governance Board and school management guidelines. American Indian Public High School has proven to have an effective management system during the past five years. AIPHS has no intention of entering into a contract or any other agreements with an educational management organization.

VIII. IMPACT ON THE CHARTER AUTHORIZER

Governing Law: The governing board of a school district shall require that the petitioner or petitioners provide information regarding the proposed operation and potential effects of the school, including, but not limited to, the facilities to be utilized by the school, the manner in which administrative services of the school are to be provided, and potential

civil liability effects, if any, upon the school and upon the school district. Section 47605(g)

Pursuant to the Section 47604(c), the District shall not be liable for the debts and obligations of the Charter School, operated by a California non-profit benefit corporation or for claims arising from the performance of acts, errors, or omissions by the Charter School as long as the District has complied with all oversight obligations under the law. AIPHS shall work diligently to assist the District in meeting any and all oversight obligations under the law, including meetings, reporting, or other District-requested protocol to ensure the District shall not be liable for the operation of AIPHS.

The corporate bylaws of AIPHS shall provide for indemnification of the School's Board, officers, agents, and employees consistent with applicable law, and the School will purchase general liability insurance, Board Members and Officer's insurance, and fidelity bonding to secure against financial risks, as required.

The Board of ~~AIPHS~~ AIMS will maintain and implement appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

The use of our facilities at 171 12th Street, Oakland, CA will have no impact on the District. The specific terms of the School's use of these facilities will be governed by the terms of the school's charter and related agreements and leases.

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
- March 1 – Second Interim Financial Report for Current Year
- June 15 – Preliminary Budget for Subsequent Year

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

AIPHS agrees to observe and abide by the following terms and conditions as a requirement for receiving and maintain their charter authorization:

- AIPHS 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 AIPHS.
- The District is authorized to revoke this charter for, among other reasons, the failure of AIPHS 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 AIPHS 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
- Compliance with safety plans and procedures, and
- Compliance with applicable grant requirements

AIPHS 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 AIPHS. 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 AIPHS operations is received by the District, the AIPHS and AIMS 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 AIPHS by law or charter provisions.

IX. CONCLUSION

By approving this charter the Oakland Unified School District will be fulfilling the intent of the California Legislature.

Education Code Section 47601. It is the intent of the Legislature, in enacting this part, to provide opportunities for teachers, parents, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure, as a method to accomplish all of the following:

- (a) Improve pupil learning.*
- (b) Increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving.*
- (c) Encourage the use of different and innovative teaching methods*
- (d) Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site.*
- (e) Provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system*
- (f) Hold the schools established under this part accountable for meeting measurable pupil outcomes, and provide the schools with a method to change from rule-based to performance based accountability systems.*
- (g) Provide vigorous competition within the public school system to stimulate continual improvements in all public schools.*

AIPHS pledges to work cooperatively with the District to answer any concerns over this document and to present the District with the strongest possible charter proposal requesting a five-year term. Approval of the charter shall be governed by the standards and criteria in Education Code Section 47605.



Building on Success

American Indian Model Schools

171 12th Street
Oakland, CA 94607-4900
510.893.8701
www.aimschools.org

January 28, 2016

President James Harris
Board of Education
Oakland Unified School District
1025 Second Avenue
Oakland, California 94606-2212

Dear President Harris:

On behalf of American Indian Public High School, I submitted the renewal petition for your review and consideration on 1/27/2016. My staff has brought it to my attention that there was a mix-up in the compiling of the binders, and some things were mislabeled or placed incorrectly. The following binder contains the correct document in the right order. My personal apologies for any confusion this may have created. AIMS looks forward to continuing our partnership with OUSD. We are also very excited about our new assurance, which holds us to a commitment of being a support to the overall success of OUSD. If you have any questions or concerns, please feel free to contact me directly.

Respectfully,

A handwritten signature in blue ink that reads 'Maya Woods-Cadiz'.

Maya Woods-Cadiz, M.Ed., ABD
Superintendent, American Indian Model Schools
Maya.Woods-Cadiz@aimschools.org
510-893-8701

American Indian Model Schools
171 12th St. Oakland, CA 94607
510.893.8701 www.aimschools.org



AIPHS APPENDICES

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APPENDIX A





California Department of Education
Analysis, Measurement, and Accountability Reporting Division
Academic Accountability Unit

Academic Performance Index (API) Report 3 - Year Average API School Report

School: American Indian Public High
LEA: Oakland Unified
County: Alameda
CDS Code: 01612590111856

School Type: High
Charter: Yes

API Links

LEA List of Schools
County List of Schools
Glossary
3-Year Average Guide

(An LEA is a school district, county office of education, or statewide benefit charter.)

Groups	<u>Number of Students Included in 2011 Growth API</u>	<u>2011 Growth API</u>	<u>Number of Students Included in 2012 Growth API</u>	<u>2012 Growth API</u>	<u>Number of Students Included in 2013 Growth API</u>	<u>2013 Growth API</u>	<u>Non-Weighted 3-Year Average API*</u>	<u>Weighted 3-Year Average API*</u>
Schoolwide	117	964	162	928	206	927	940	936
Black or African American	11	968	19	857	18	847	891	879
American Indian or Alaska Native	2		1		0			
Asian	77	971	99	952	140	956	960	958
Filipino	2		3		1			
Hispanic or Latino	25	942	38	889	38	852	894	888
Native Hawaiian or Pacific Islander	0		0		1			
White	0		2		5			
Two or More Races	0		0		3			
Socioeconomically Disadvantaged	103	966	129	940	173	927	944	941
English Learners	21	892	12	826	37	862	860	865
Students with Disabilities	1		1		2			

Blank cell – This indicates that the school or student group did not have a valid 2011, 2012, and/or 2013 Growth API. Therefore, a 3-Year average could not be calculated.

*Assembly Bill (AB) 484 amended California Education Code sections 52052(e)(2)(F) and 52052(e)(4) to allow schools that do not have an API calculated in 2013–14 and 2014–15 to use one of the following criteria to meet legislative and/or programmatic requirements:

- The most recent API calculation;
- An average of the three most recent annual API calculations; or
- Alternative measures that show increases in pupil academic achievement for all groups of pupils schoolwide and among significant groups.

The decision to use one of the above criteria may be made on a program by program basis and is a local decision.



Formula to Calculate Average APIs:

A 3-Year Average API Report was produced if the following criteria were met:

1. The school had a valid API (i.e., the school received an API report) in each of the last three consecutive years;
2. The school had 11 or more valid scores in each of the last three consecutive years. (A valid score is when a student's assessment results are included in the calculation of the API.); and,
3. If the above criteria are met, the 3-Year Average API Report will also include any student group(s) that had 11 or more valid scores in each of the last three consecutive years.

Non-Weighted Average: The formula to calculate the non-weighted average is:

$$\frac{2011 \text{ API} + 2012 \text{ API} + 2013 \text{ API}}{3}$$

Weighted Average: The formula to calculate the weighted average is:

$$\frac{(2011 \text{ API} \times 2011 \text{ Valid Scores}) + (2012 \text{ API} \times 2012 \text{ Valid Scores}) + (2013 \text{ API} \times 2013 \text{ Valid Scores})}{2011 \text{ Valid Scores} + 2012 \text{ Valid Scores} + 2013 \text{ Valid Scores}}$$

Further details about the calculation of the averages and the 3-Year Average API Report can be found in the "Status of the Academic Performance Index and the 3-Year Average Information Guide". This guide can be accessed by selecting the "3-Year Average Guide" button within the "API Links" section above.

Web Policy

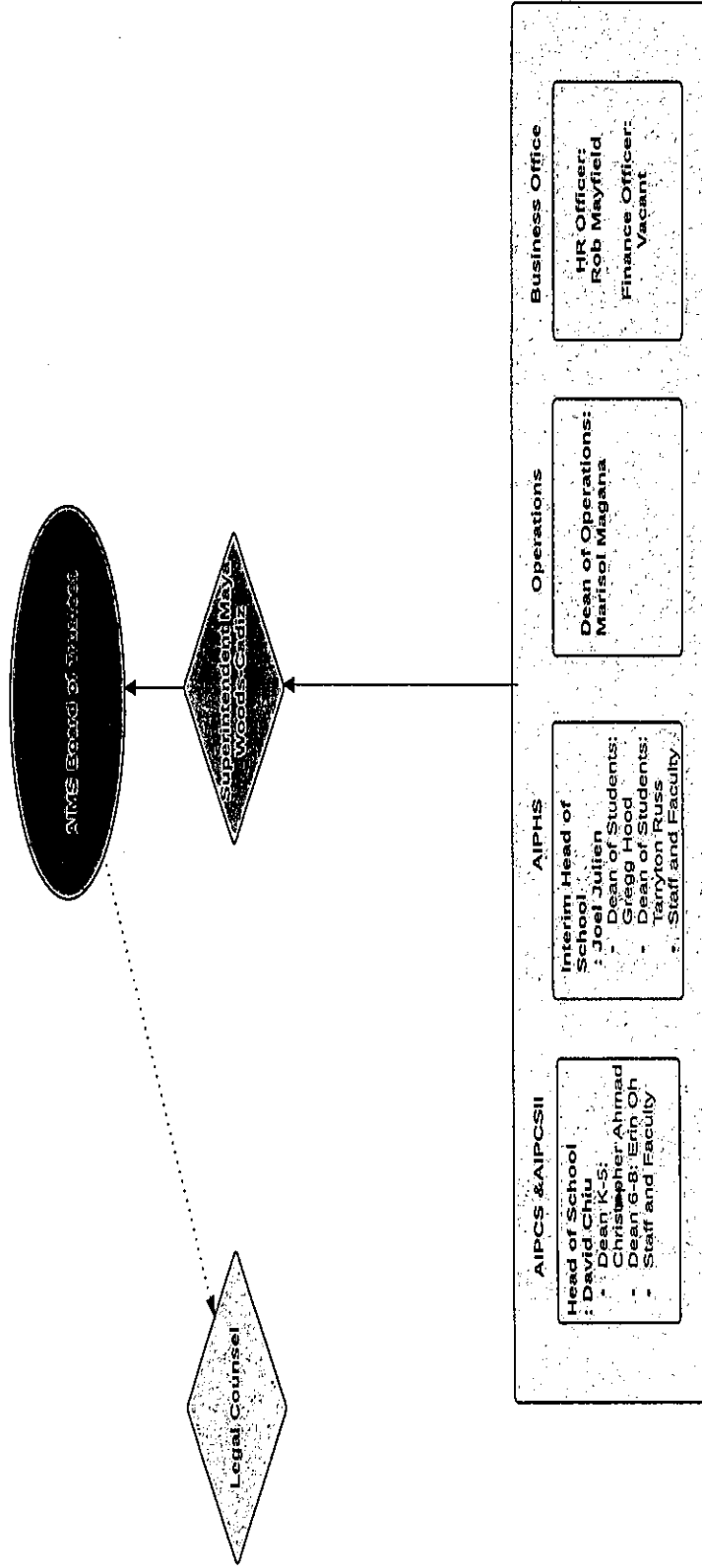


APPENDIX B





AIMS Organizational Chart 2015-2016





APPENDIX C



INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

MAR 16 1999

AMERICAN INDIAN PUBLIC CHARTER
SCHOOL INC
3637 MAGEE AVENUE
OAKLAND, CA 94619

Employer Identification Number:

94-3309981

DLN:

17053336031028

Contact Person:

TERRI WONG

ID# 95828

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

June 30

Form 990 Required:

Yes

Addendum Applies:

No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(ii).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an exempt benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not

American Indian Model Schools - Submitted December 14, 2010

American Indian Public Charter School Renewal Petition



AMERICAN INDIAN PUBLIC CHARTER

necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so be sure your return is complete before you file it.

You are required to make your annual return available for public inspection for three years after the return is due. You are also required to make available a copy of your exemption application, any supporting documents, and this exemption letter. Failure to make these documents available for public inspection may subject you to a penalty of \$20 per day for each day there is a failure to comply (up to a maximum of \$10,000 in the case of an annual return).

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should keep records to show that funds are expended



AMERICAN INDIAN PUBLIC CHARTER;

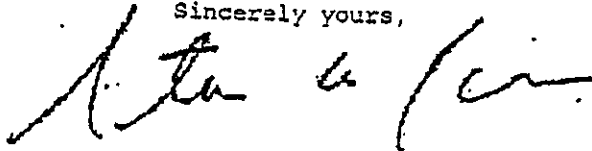
only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), there should be evidence that the funds will remain dedicated to the required purposes and that they will be used for those purposes by the recipient.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

~~If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.~~

Sincerely yours,



District Director

Letter 947 (DO/CG)

American Indian Model Schools - Submitted December 14, 2010

American Indian Public Charter School Renewal Petition



INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

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AMERICAN INDIAN PUBLIC CHARTER
SCHOOL INC
3637 MAGEE AVENUE
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Employer Identification Number;

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Contact Person:

TERRI WONG

ID# 95828

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

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Form 990 Required:

Yes

Addendum Applies:

No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(i).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an exempt benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not

American Indian Model School - Submitted December 14, 2010

American Indian Public Charter School Renewal Petition



AMERICAN INDIAN PUBLIC CHARTER

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If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so be sure your return is complete before you file it.

You are required to make your annual return available for public inspection for three years after the return is due. You are also required to make available a copy of your exemption application, any supporting documents, and this exemption letter. Failure to make these documents available for public inspection may subject you to a penalty of \$20 per day for each day there is a failure to comply (up to a maximum of \$10,000 in the case of an annual return).

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should keep records to show that funds are expended



AMERICAN INDIAN PUBLIC CHARTER

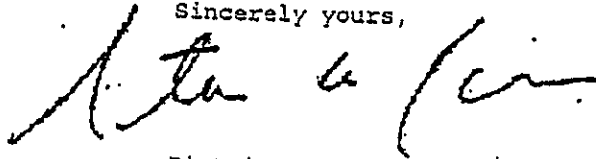
only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), there should be evidence that the funds will remain dedicated to the required purposes and that they will be used for those purposes by the recipient.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

~~If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.~~

Sincerely yours,



District Director

Letter 947 (DO/CG)

American Indian Model Schools - Submitted December 14, 2010

American Indian Public Charter School Renewal Petition



APPENDIX D



Asian Community Cultural Association of San Leandro

15127 Inverness Street, San Leandro, CA 94579
510-895-5200

January 19, 2016

Maya Woods-Cadiz
Superintendent
American Indian Model Schools
171 12th Street
Oakland, CA 94607

Dear Maya:

We are sending this letter on behalf of the Asian Community Cultural Association of San Leandro in support of the Charter renewal for the American Indian Schools Middle and High Schools.

We had the opportunity to work on a joint fundraiser last year benefitting AIMS. We were quite impressed with the academic achievement of the students, the dedication of the teachers and staff to ensure that the students obtain top notch education, the support of the parents, and the commitment of the students to the betterment of the community.

Quality education is so important for the future of the students. We sincerely hope the Oakland Unified School Board renews the AIMS Middle & High School Charters so that the AIMS students can continue their quality education and other families have choices among quality education institutions.

Sincerely,



ARLENE LUM
President

January 3, 16

Oakland Board of Education
1025 Second Avenue
Oakland, CA 94606

Dear Sir/Madam,

I'm a parent of 7th grader at American Indian Model Schools (AIMS), I'm writing to support the renewal for the charter petitions for AIMS. These schools are excellent in academic level and are meet the needs of students and parents in our community.


I've been noticed the schools for several years before my son was enrolled in AIMS. From the public media, AIMS' extraordinary academic performance among the schools in Oakland Unified Schools District (OUSD) caught my attention. I went to the school fairs, after the conversation with the school representative, I found out that AIMS emphasis not only on the academic study but also on the students' self-discipline. Their goal is to educate the students be responsible for themselves and care for the others. I talked to the other parents whose children attended at AIMS. They also gave good comments about the school.

With all the information and research I did, I'm confident to let my son attend the AIMS. In the beginning he was very defensive because it is very different than the public school he went before. I was very worried about it and went to see his teacher and school principal. They suggested that my son need time to get use to the school so I kept observing him. After a summer, he adjusted himself and I can see his improvement day by day. By the end of the school year, he made himself the month of the student in his class.

By sharing my son's story, I appreciate that the teacher and school encourage and motivate the students to make effort on high-standard academic achievement. My son is not an exceptional case, most of his classmates are made on the honor of the class by study hard. As parents, we are proud of the students and the school they went.

I request you to renew the charter petitions for American Indian Model Schools. AIMS are truly "A school at Work". It is a value of our community, which improves the reputation and quality of study in OUSD. We need it continue to provide the students rigorous educational environment in integrity. AIMS are playing an important role in our students' academic and life successes.

Sincerely,



Yiqin Hua
A parent from AIMS

January 06, 2016

James Harris

Oakland Board of Education

1000 Broadway Suite 680

Oakland CA 94607

James Harris,

I am writing in support of renewal for the charter petitions for American Indian Model School (AIMS). These Schools are truly extraordinary and have been a resource to educators throughout California and across the United States.

I first became aware of the AIMS over five years. I have observed over time as the elementary grew, the middle school was founded and student achievement skyrocketed. The evolution of AIMS provides an important example, showing public schools can achieve great results with minority living in poverty.

By design, charter schools are environments where innovation is encouraged among educators. Charter schools are the research and development arm of California's public school system. Consistent with that role, AIM is a collaborative and active partner in disseminating best practices for effective school instruction, culture and operations. These are the core elements of a successful school and AIM has them mastered.

Fortune School of Education is pleased to have a partnership with AIM to credential teachers in high need areas like mathematics, science and special education. Through our collaboration, cohorts of pre-service teacher candidates have the opportunity to conduct classroom observations of AIM teachers. Our teacher candidates read about AIM in the book *Sweating the Small Stuff* as a part of their credential coursework. So, it's particularly intriguing for them to see the educators and students at AIM in action.

Most Fortune School teacher candidates will themselves teach in traditional public school settings in school districts throughout the Bay

Area and Sacramento. We have found that sending new and aspiring teachers to American Indian Model Schools helps them develop a mindset of high expectations and a focus on results. Setting the bar high on teacher performance and student academic achievement is a direct benefit to thier future school districts.

Finally, I want to say a word about how open AIM is to the education research community. Fortune School sent its researchers to AIM to study the practices of their Algebra teachers at the middle school. With 8th grade Algebra proficiency scores currently at 98%, AIM math teachers have an important contribution to make to the field. Fortune School is writing case studies based on interviews and observations with AIM teachers to inform the preparation of math instructors.

I urge you to renea the charter petitions for American Indian Model Schools. AIM is serving its students to a level of excellence. They are also making aa significant and important contribution to the field of education as a resource to practitoners who want to close the achievement gap among their own students

AIM is a public charter school system worthy of your continused support.

Sincerely,

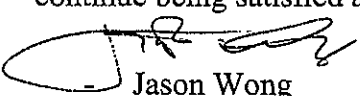
Lillian Chen

January 3, 2016

Oakland Board of Education
1025 Second Avenue
Oakland, California 94606-2212

President James Harris,

As a parent of a child who attends AIMS, I am writing in support of renewal for the charter petitions for AIMS. Currently, my son is in sixth grade and has been attending AIPSC II, a school of AIMS, since he was in third grade. It has been such a blessing watching my son grow up in a school of AIMS and show so much commitment, hard work, and continuous effort in his school work which is something only I could strive for. Before my son attended AIPSC II, he attended one of OUSD's public schools and was not doing so well. His education was continuously neglected. He had substitutes in second grade for more than half the school year, he was barely given any homework, and his grades were not nearly at the prime they are today. After our not-so-pleasant experience at that OUSD school, my wife heard from a friend of hers about AIMS. That is when my outlook on my son's education started to change. I saw my son learning so much and coming home with A's and 4.0's. I saw my son become more confident on his own brains. I saw my son grow right before my eyes. What else can a father ask for? My son has received excellent care from his teachers and I'm so proud of him for being able to achieve all of this under AIMS. AIMS continues to satisfy me as a proud parent of my son, and I hope to continue being satisfied after AIMS renewal for its charter petition.



Jason Wong

Jan 04, 2016

Oakland Board of Education
1000 Broadway Suite 680,
Oakland, Ca 94607

Dear James Harris:

I am writing in support of renewal for the charter petitions for American Indian Model Schools (AIMS). These schools are truly extraordinary and have been a resource to educators throughout California and the very important thing is these schools across the United States.

At these schools teachers worked very hard every day from morning to night, students always try their best to study to learn every day and they really study very hard, as a school parent I really appreciate all of school teachers and School Principals!

I have two kids to study at this school, as a school parent I really like this school and I hope keep these schools open because our students need it and California need it and U.S.A need these schools open! I can't believe how organized of these school students and how excellent of these schools students and how amazing of these school students.

Finally, I really want to ask why every year these schools (AIMS) renewal become so hard? Why the Board Of Education president can't keep these wonderful schools open?

AIM IS A PUBLIC CHARTER SCHOOL SYSTEM WORTHY OF YOUR CONTINUE SUPPORT.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kenny Wong', written in a cursive style.

Aim school parent Kenny Wong

January 05, 2016

Oakland Board of Education

1000 Broadway Suite 680

Oakland, CA 94607

My name is Samuel Habtemichael ; I am the father of Sidon Samuel who is in 2nd Grade at this wonderful school the American Indian Charter School.

He really has come a long way while attending the AIM, he loves his teachers.

The academic curriculum keeps the children motivated and ready to learn more.

The teachers at AIM are professional to keep the children engaged, they assist them with their homework and update us and keep us informed of anything by calling monthly meetings. They have always their door open for us even to discuss one to one about any issues.

The system of the AIM regarding picking up and dropping off our children from and to the school is also very convenient and safe.

I am asking to please keep open this wonderful school; I am also planning to enroll my now 5 year old daughter at AIM.

Thank you,

Samuel Habtemichael

1/08/2016

To Mr. James Harris

Oakland Board Of Education

1000 Broadway Suite680

Oakland, Ca.94607

I am writing this letter in support of the renewal for the charter school of the AIMS, because these schools have been truly extraordinary to educate my children for the last three years and I am planning to continue. I have observed over the time of three years about the school design and commitment to educate my kids. The school keeps the students focus on their work and be organize and succeed on their work. American Indian Public Charter School I & II is serving the community and its students to a level of excellence and making significant contribution to the field of education. For these reason I highly urge the Oakland Board Of Education to renew the charter petitions for American Indian Model Schools.

Thank you

Kiflay Habte

Oakland,Ca.

Linh Phoi Vuong
692 W. MacArthur Blvd
Oakland, CA 94609
Tel: 510-213-5495

01/12/2016

Oakland Board of Education
1000 Broadway, Ste 680
Oakland, CA 94607

Dear Mr. James Harris,

I am writing in support of renewal for the charter petitions for American Indian Model Schools (AIMS). These schools are truly extraordinary and have been a resource to educators throughout California and across the United States.

My daughter, Genevie Nguyen, is a 2nd grader. I have noticed lots of changes since she started her 1 grade here at AIMS. She learns a lot from her teacher and her friends. She became more matured, more confidence, and more independence. She learns different things every day like: math, social work, reading, writing, English, Chinese, PE... She always receives high score and gets good result because of the good, effective, and right teaching curriculum. All students follow their rule, their policy, and their instruction. I and my daughter really love this school.

I urge you to renew the charter petitions for American Indian Model Schools. AIM is serving its students to a level of excellence. They are also making a significant and important contribution to the field of education.

AIM is a public charter school system worthy of your continued support.

Sincerely,

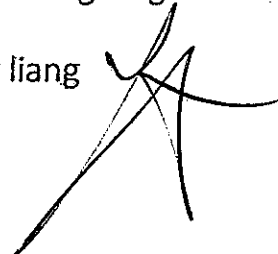
Linh Phoi Vuong

Dear president „James Harris

My son kyle liang, was studied at American Indian in 2015. He study hard and do well in the class and teacher give him a lot helpful and suggests. He was follow the procedure and will got rewards in the class. I am very pleasure he did, but those need a good teacher and high effective education. AIMS offer a good education system and good human resources to the children. let them will grow up on the best education area to learning . I am a parent on behalf of AIMS will continuous support active of AIMS.

Student: kyle liang 1st grade

Parent: qing liang



01/10/2016

January 3, 2016

President James Harris

Oakland Board of Education

1000 Broadway, suite 680

Oakland, CA 94607

Dear Mr. Harris

I am writing in support of renewal for the charter petitions for American Indian Model schools. These schools are truly extraordinary and have been a resource to educators throughout California and across the United States.

Charter schools are environments where innovation is encouraged among educators. Charter schools are the research and development arm of California's public school system. The evolution of (AIMS) provides an important example. Showing public schools can achieve great results with minority children living in poverty. AIMS are a collaborative and active partner in disseminating best practices for effective school instruction, culture and operations. These are the core elements of a successful school and AIMS has them mastered.

Finally, I want to say AIMS is a public charter school system worthy of your continued support.

Sincerely,

Zeqiong Xiong

AIMS student Parents

December 29, 2015

Dear Oakland Board of Education,

Re: Letter of Support for AIMS

I'm writing in support of renewal for the charter petitions for American Indian Model School also known as AIMS located in Oakland, California.

These schools are truly extraordinary and have been a resource to educators throughout California and across the United States.

AIMS provides an environments where innovation is encouraged among students and help them develop a mindset of high expectations and a focus on results. Setting the bar high on teacher performance and student academic achievement is a directly benefit to their future school districts.

Therefore; I'm strongly support Fortune School of Education to partner with AIMS to credential teachers in high need areas like mathematics, science and special education.

I urge you to renew the charter petitions for American Indian Model Schools. AIM is serving its students to a level of excellence. They also making a significant and important contribution to the field of education as a resource to practitioners who want to close the achievement gap among their own students.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Yulu Huang', with a stylized, flowing script.

Yulu Huang

Dear James Harris:

I have two kids to study at American Indian Model school (AIMS). At school, teachers work hard every day and they encourage students to learn more every day. My kids' knowledge are improving. I Really appreciate all of the school's teachers and Principals!

As a school parent, I Really like this school and I hope to keep this school open. Because the students need it. So I'm writting in support for the school. I hope the Board of Education President keeps this wonderful school open.

Sincerely,

Winnie



APPENDIX E



M-Th	9Alpha	M-Th	9Beta
8:00 - 9:10	Honors English Prado	8:00 - 9:10	Honors English Hall
9:10 - 10:20		9:10 - 10:20	Honors English Prado
10:20 - 11:30	Mandarin 2 Tsai	10:20 - 11:30	
11:30 - 12:40	Conceptual Physics Noukhay	11:30 - 12:40	Mandarin 1 Tsai
12:40 - 1:10	Lunch	12:40 - 1:10	Lunch
1:10 - 2:20	Physical Education Dupon	1:10 - 2:20	Conceptual Physics Ryan
2:20 - 3:30		2:20 - 3:30	Physical Education Dupon
3:30 - 4:30	Tutoring/Detention/Clubs/Meetings/Office Hours	3:30 - 4:30	Tutoring/Detention/Clubs/Meetings/Office Hours

M-Th	9Gamma	M-Th	10Alpha
8:00 - 9:10	Mandarin 1 Tsai	8:00 - 9:10	Honors English Van
9:10 - 10:20		9:10 - 10:20	Mandarin 2 Tsai
10:20 - 11:30	Physical Education Dupon	10:20 - 11:30	
11:30 - 12:40		11:30 - 12:40	
12:40 - 1:10	Lunch	12:40 - 1:10	Lunch
1:10 - 2:20	Honors English Prado	1:10 - 2:20	ART Ruff
2:20 - 3:30	Conceptual Physics Noukhay	2:20 - 3:30	Physics Ryan
3:30 - 4:30	Tutoring/Detention/Clubs/Meetings/Office Hours	3:30 - 4:30	Tutoring/Detention/Clubs/Meetings/Office Hours

M-Th	10Beta	M-Th	10Gamma
8:00 - 9:10	Physics Ryan	8:00 - 9:10	Honors English Peralta
9:10 - 10:20	Honors English Van	9:10 - 10:20	
10:20 - 11:30	Mandarin 2 Wu	10:20 - 11:30	
11:30 - 12:40	ART Ruff	11:30 - 12:40	Physics Ryan
12:40 - 1:10	Lunch	12:40 - 1:10	Lunch
1:10 - 2:20		1:10 - 2:20	Mandarin 2 Wu
2:20 - 3:30		2:20 - 3:30	ART Ruff
3:30 - 4:30	Tutoring/Detention/Clubs/Meetings/Office Hours	3:30 - 4:30	Tutoring/Detention/Clubs/Meetings/Office Hours

M-Th	11A	M-Th	12
8:00 - 9:10	AP Mandarin Wu Morgan	8:00 - 9:10	Chemistry Noukhay
9:10 - 10:20		9:10 - 10:20	Physical Education Gordan
10:20 - 11:30	AP English Language Peralta	10:20 - 11:30	
11:30 - 12:40	AP Physics B Berning	11:30 - 12:40	AP English Literature Peralta
12:40 - 1:10	Lunch	12:40 - 1:10	Lunch
1:10 - 2:20	College Planning Gordan	1:10 - 2:20	AP Calculus Berning
2:20 - 3:30		2:20 - 3:30	Senior Seminar Gordan
3:30 - 4:30	Tutoring/Detention/Clubs/Meetings/Office Hours	3:30 - 4:30	Tutoring/Detention/Clubs/Meetings/Office Hours

APPENDIX F



American Indian Model Schools

2016-2017 School Calendar

July 2016						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2016						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
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21	22	23	24	25	26	27
28	29	30	31			

September 2016						
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25	26	27	28	29	30	

October 2016						
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23	24	25	26	27	28	29
30	31					

November 2016						
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13	14	15	16	17	18	19
20	21	22				26
27	28	29	30			

December 2016						
Su	M	Tu	W	Th	F	Sa
				1	2	3
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11	12	13	14	15	16	17
18	19	20	21			24
25	26	27	28	29	30	31

January 2017						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				




February 2017						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				




March 2017						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	




April 2017						
Su	M	Tu	W	Th	F	Sa
						1
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 2017						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 2017						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

	Offices Closed
	Schools Closed
	Staff Development

	Progress Report Week
	Saturday School
	Report Card Week

	First/Last Day of School
	Extended Year
	Math Camp

July 4	Independence Day (offices closed)
July 11-22	Math Camp (optional)
July 25-29	New School Year Orientation/Prep
Aug 1-19	Extended Year
Aug 22-23	Teacher Prep
Aug 24	First Day of School for Students
Sep 5	Labor Day (schools/offices closed)
Oct 10	Staff Development (schools closed)
Nov 11	Veteran's Day (schools/offices closed)
Nov 21-25	Thanksgiving Break (schools closed)

Dec 19-30	Winter Break (schools closed)
Jan 13	Staff Development (schools closed)
Jan 16	MLK Jr. Day (schools/offices closed)
Feb 20	Presidents' Day (schools/offices closed)
Mar 31	Staff Development Day (schools closed)
Apr 10-14	Spring Break (schools closed)
May 29	Memorial Day (schools/offices closed)
June 7	Last Day of School for Students



APPENDIX G



AIPHS Curriculum 2016-2021

Language, Choral, ART, Ethnic Studies, College Planning, and Social Justice Seminar
Finalized after Spring 2016 Curriculum Committee review.

9th

ELA: Holt Literature and Language Arts

ELA: Holt Handbook

ELA: Holt Interactive Reading

Math: Geometry: North Carolina Edition (McDougal Littell)

Math: Geometry Workbook (McDougal Littell)

Science: Conceptual Physics (Hewitt)

Science: Conceptual Physics Lab Manual (Hewitt)

Social Science: World Civilizations: The Global Experience, AP Edition (Pearson Longman)

Social Science: Cracking the AP World History Exam (Princeton Review)

10th

ELA: Holt Literature and Language Arts

ELA: Holt Handbook

ELA: Interactive Reading: Fourth Course

Math: Algebra 2 (Houghton Mifflin)

Math: Algebra 2 Workbook (Houghton Mifflin)

Science: Biology (McDougal Littell)

Science: Biology (McDougal Littell)

AP Government: Magruder's American Government

Economics; Economics (McConnell, Brue, and Flynn)

11th

ELA: Holt Literature and Language Arts

ELA: Holt Handbook

ELA: Interactive Reading

ELA: Cracking the AP English Language and Composition Exam (Princeton)

Math: Pre-Calculus: A Problem Oriented Approach (Brooks Cole)

Social Science: American Pageant: AP Edition (Wadsworth)

Social Science: Howard Zinn's People's History of the US

Social Science: Cracking the AP U.S. History Exam (Princeton)

Science: Physics: Principles and Applications (Giancoli)

Science: Cracking the AP Physics B Exam (Princeton Review)

12th

ELA: Holt Literature and Language Arts

ELA: Holt Handbook

ELA: Interactive Reader

ELA: AP English Literature and Composition (Kaplan)

Math: Calculus of a Single Variable (Houghton Mifflin)

Math: Cracking the AP Chemistry Exam (Princeton Review)



Science: Chemistry (Mcdougal Littell)



APPENDIX H



1968441

FILED *FL*
In the office of the Secretary of State
of the State of California

MAY 10 1996

Bill Jones
BILL JONES, Secretary of State

ARTICLES OF INCORPORATION
OF
AMERICAN INDIAN PUBLIC CHARTER SCHOOL, INC.
A CALIFORNIA PUBLIC BENEFIT CORPORATION

ONE: The name of this corporation is American Indian Public Charter School, Inc.

TWO: This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable and public purposes. This corporation is organized exclusively for charitable and public purposes within the meaning 501(c)(3) of the Internal Revenue Code of 1954 or the corresponding provision of any future United States internal revenue law. The specific purposes for which this corporation is organized are to meet the academic, social, cultural and developmental needs of American Indian students, and all students, in an environment that respects the integrity of the individual student and diverse cultures and knowledge and which creates educational partnerships among teachers, students, parents, and the wider community consisting of individuals, businesses, institutions, and cultural organizations.

THREE: The name and address in the state of California of this corporation's initial agent for service of process is Ramona Wilson, 4012 Norton Avenue, Oakland, CA. 94602.

FOUR: (a) This corporation is organized and operated exclusively for public purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

(b) Notwithstanding any other provisions of these Articles, the corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or (2) by a corporation contributions to which are deductible



under Section 170(c)(2) of the Internal Revenue Code.

(c) No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of, or in opposition to, any candidate for public office.

FIVE: The names and addresses of the persons appointed to act as the initial Directors of this corporation are:

Name	Address
Ramona Wilson,	4012 Norton Avenue, Oakland, CA. 94602
Duane BigEagle,	P.O. Box 337, Tomales, CA. 94971
Bridget Wilson,	469 Jennifer Drive, San Pablo, CA. 94806
Millie Ketcheshawno,	850 Mendocino Avenue, Berkeley, CA. 94707
Richard Osborne,	116 Latham Street, Piedmont, CA. 94611

SIX: The property of this corporation is irrevocably dedicated to the purposes set forth in Article Two above, and no part of the net income or assets of the organization shall ever inure to the benefit of any private person.

On the dissolution or winding up of the corporation, its assets remaining after payment of, or provision for payment of, all debts and liabilities of this corporation, shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for charitable or educational purposes and which has established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

Date: 4-28-96


Ramona Wilson, Director


Duane BigEagle, Director



A0710841

Ncto

1968441

**CERTIFICATE OF AMENDMENT OF
ARTICLES OF INCORPORATION**

FILED
In the office of the Secretary of State
of the State of California

JAN 11 2011

The undersigned certify that:

1. They are the president and the secretary, respectively for American Indian Public Charter School, Inc.
2. Paragraph one of the Articles of Incorporation of this corporation is amended as follows:

The name of the corporation is American Indian Model Schools

3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.
4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of the members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: 1/11/11

Nate Robles
Nate Robles, President
Jordan S. Locklear
Jordan Locklear, Secretary



A0710841

NCTO
1968441
CERTIFICATE OF AMENDMENT OF
ARTICLES OF INCORPORATION

FILED
In the office of the Secretary of State
of the State of California

JAN 11 2011

The undersigned certify that:

1. They are the president and the secretary, respectively for American Indian Public Charter School, Inc.
2. Paragraph one of the Articles of Incorporation of this corporation is amended as follows:

The name of the corporation is American Indian Model Schools.

3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.
4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of the members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: 1/11/11

Nate Robles
Nate Robles, President

Jordan Locklear
Jordan Locklear, Secretary



APPENDIX I



**BYLAWS
OF
AMERICAN INDIAN MODEL SCHOOLS.
(A California Non-Profit Public Benefit Corporation)**

**ARTICLE 1
OFFICES**

SECTION 1. PRINCIPAL OFFICE

The principal office of the corporation shall be located at 171 12th Street, Oakland, in Alameda County of California.

SECTION 2. OTHER OFFICES OF THE CORPORATION

The corporation may also establish branch or subordinate offices at any place or places within or without the state of California, where it is qualified to conduct its activities.

**ARTICLE 2
PURPOSES**

SECTION 1. PURPOSES

The corporation's specific and general purposes are described in its Articles of Incorporation.

SECTION 2. POLICY OF NONDISCRIMINATION

American Indian Model Schools is non-sectarian in its programs, policies, employment practices, and all other operations. It does not charge tuition or discriminate on the basis of race, national origin, gender, sexual orientation, religion or spiritual practice, or disability.

**ARTICLE 3
DIRECTORS**

SECTION 1. NUMBER AND QUALIFICATIONS

The corporation shall have at least five (5) and no more than fifteen (15) directors and collectively they shall be known as the Board of Directors. The number may be changed by amendment of these Bylaws, or repeal of these Bylaws and adoption of new Bylaws, as provided in these Bylaws.

The qualifications for Directors are generally the ability to attend board meetings, a willingness to actively support and promote the corporation and a dedication to its charitable endeavors.

To the extent reasonably practicable, at least one parent, one business representative, and one educator shall serve on the Board.

SECTION 2. NOMINATION OF CANDIDATES AND ELECTION TO THE BOARD

The Directors who are to be elected by the Board of Directors shall be so elected at the annual meeting of the Board of Directors then in office. Directors nominated to fill vacancies may be elected by majority vote at any regular or special meeting. Each director shall have once vote.

Any member of the school community may recommend any qualified candidate to serve on the Board of Directors, either to fill a vacancy, or as Director terms expire at the annual meeting. Any Director may nominate a qualified candidate to serve on the Board of Directors. Such nominations must be made by way of a motion at a duly convened meeting. Nominated candidates may be approved by majority action of the Board of Directors.

SECTION 3. POWERS

- (a) Subject to the provisions of the California Nonprofit Public Benefit Corporation law, any other applicable laws, and any limitations in the Articles of Incorporation and Bylaws relation to activities and affairs of this corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board of Directors. The Board may delegate the management of the corporation to any person(s), to a management company, or to committees, however composed, provided that the corporation's activities and affairs shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Board shall have the following powers in addition to the other powers enumerated in these Bylaws and permitted by law: Perform any and all duties imposed on them collectively or individually by law, by the Articles of Incorporation of this corporation, or by these Bylaws;
- (b) Develop, adopt, and monitor the implementation of a personnel policy; to select and remove certain officers, agents, and employees of the corporation, and to prescribe such powers and duties for them as are compatible with law, the Articles of Incorporation, or these Bylaws; to fix their compensation; and to require from them security for faithful performance;
- (c) Review performance of the School Executive on an annual basis
- (d) Meet at such times and places as required by the Bylaws;
- (e) Register their addresses with the Secretary of the corporation and notices of meetings mailed, emailed, faxed or telegraphed to them at such addresses shall be valid notice thereof;

- (f) Oversee the fiduciary matters of the corporation and approve and monitor the annual budget;
- (g) Approve and monitor fund raising and development plans;
- (h) To borrow money and incur indebtedness for the corporation's purposes, and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and security therefor;
- (i) To acquire by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of real and personal property;
- (j) To change the principal office or the principal business office in California from one location to another;
- (k) To enter into any contracts or other instruments, and do any and all other things incidental to or expedient for attainment of the corporation's purposes.

SECTION 4. TERMS OF OFFICE.

Terms of office for each director shall typically be four years, with new directors seated at the annual board meeting and with terms staggered so that, as near as possible, one half of the Board comes to the end of their term each year. A director may serve no more than two consecutive four-year terms. Upon a showing of special circumstances, a director may request, and with Board approval, be appointed to a one-year term. Parent Board members will have the option to limit their Board term to the time that their child or children attends an AIMS school.

SECTION 5. COMPENSATION

Directors shall serve without compensation. They may be allowed reasonable advancement or reimbursement of expenses incurred in the performance of their regular duties as specified in Section 3 of this Article.

SECTION 6. RESTRICTION REGARDING INTERESTED DIRECTORS

Notwithstanding any other provision of these Bylaws not more than twenty-five percent (25%) of persons serving on the board may be interested persons. For purposes of this section, "interested persons" mean either:

- (a) Any person currently being compensated by the corporation for services rendered it within the previous twelve (12) months, whether as a full-or part-time officer or other employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; or
- (b) Any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in law or father-in-law of any such person.

However, any violation of the provisions of this section shall not affect the validity or enforceability of any transaction entered into by the corporation.

SECTION 7. PLACE OF MEETINGS

Meetings shall be held at the principal office of the corporation or the publicly noticed location stated on an agenda posted in compliance with the Brown Act. Any meeting regular or special, may be held by conference telephone or any conferencing technology, so long as all directors participation in such a meeting can hear each other and all other applicable legal requirements are complied with including, but not limited to "the Brown Act" Cal. Gov. Code § 54950 et seq.

SECTION 8. REGULAR AND ANNUAL MEETINGS

Regular meetings of directors shall be held at least quarterly, at such date and time as determined by the Board of Directors. Regular meetings shall typically be held on the Third Tuesday of each month at the publicly noticed location.

This corporation makes no provision for members, therefore, at the annual meetings of directors held on the third Tuesday of June, unless such day falls on a legal holiday, in which event the regular meeting shall be held at the same hour and place on the next business day. Directors shall be elected by the Board of Directors in accordance with this section. ..

SECTION 9. SPECIAL MEETINGS

Special meetings of the Board of Directors may be called by the President, the Vice President, the Secretary, or by any two directors, and such meetings shall be held at the place, within or without the State of California, designated by the person or persons call the meeting, and in the absence of such designation, at the principal office of the corporation. Any and all special meetings must comply with all applicable laws, including but not limited to "the Brown Act" Cal. Gov. Code § 54950 et seq.

SECTION 10. NOTICE OF MEETINGS

Regular meetings of the board may be held with seventy-two (72) hours' notice. Special meetings of the board shall be held upon five (5) days' notice by first-class mail or twenty-four (24) hours' notice delivered personally or by telephone (including a voice messaging system or other system or technology designed to record and communicate messages), telegraph, facsimile, electronic mail, or other electronic means.. If sent by mail or telegraphy, the notice shall be deemed to be delivered on its deposit in the mail or on its delivery to the telegraph company. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver. Such notices shall be addressed to each director at his or her address as shown on the books of the corporation. Notice of the time and place of holding and adjourned meeting need not be given to absent directors if the time and place of the

adjourned meeting are fixed at the meeting adjourned and if such adjourned meeting is held no more than twenty-four (24) hours from the time of the original meeting. Notice shall be given of any adjourned regular or special meeting to the directors absent from the original meeting if the adjourned meeting is held more than twenty-four (24) hours from the time of the original meeting.

SECTION 11. CONTENTS OF NOTICE

Notice of meetings not herein dispensed with shall specify the place, day and hour of the meeting. The purpose of any regular or special board meeting shall be specified consistent with the Brown Act.

SECTION 12. WAIVER OF NOTICE AND CONSENT TO HOLDING MEETINGS

The transactions of any meeting of the board, however called and noticed or wherever held, are as valid as though the meeting had been duly held after proper call and notice, provided a quorum, as hereinafter defined, is present and provided that either before or after the meeting each director not present signs a waiver of notice, a constant to holding the meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

SECTION 13. QUORUM FOR MEETINGS

A quorum shall consist of a majority of the Board of Directors then in office.

Except as otherwise provided in these Bylaws or in the Articles of Incorporation of this corporation, or by law, no business shall be considered by the board at any meeting at which a quorum, as hereinafter defined, is not present, and the only motion which the Chair shall entertain at such meeting is a motion to adjourn. However, a majority of the directors present at such meeting may adjourn from time to time until fixed for the next regular meeting of the board.

When a meeting is adjourned for lack of a quorum, it shall not be necessary to give any notice of the time and place of the adjourned meeting or of the business to be transacted at such meeting, other than by announcement at the meeting at which the adjournment is taken, except as provided in Section 10 of this Article.

The directors present at a duly called and held meeting at which a quorum is initially present may continue to do business notwithstanding the loss of a quorum at the meeting due to a withdrawal from the meeting, provided that an action thereafter taken must be approved by at least a majority of the required quorum for such meeting or such greater percentage as may be required by law, or the Articles of Incorporation or Bylaws of this corporation. Directors may not vote by proxy.

SECTION 14. MAJORITY ACTION AS BOARD ACTION

Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors, unless the Articles of Incorporation or Bylaws of this corporation, or provisions of the California Nonprofit Public

Benefit Corporation Law, particularly those provisions relating to appointment of committee (Section 5212), approval of contracts or transactions in which a director has a material financial interest (Section 5233) and indemnification of directors (Section 5238e), require a greater percentage of different voting rules for approval or a matter by the board.

SECTION 15. CONDUCT OF MEETINGS

Meetings of the Board of Directors shall be presided over by the President of the Board, or, if no such person has been so designated or, in his or her absence, by the Vice President of the corporation or, in the absence of each of these persons, by a Chairperson chosen by a majority of the directors present at the meeting. The Secretary of the corporation or his or her designee, shall act as secretary of all meetings of the board, provided that, in his or her absence, the presiding officer shall appoint another person to act as Secretary of the Meeting.

Meetings shall be governed by rules adopted by the Board of Directors, as such rules may be revised from time to time, insofar as such rules are not inconsistent with or in conflict with these Bylaws, with the Articles of Incorporation of this corporation, or with provisions of law. The Board may choose to use Roberts Rules of Order as a guide for its meetings.

SECTION 16. VACANCIES

Vacancies on the Board of Directors shall exist (1) on death, resignation or removal of any director, and (2) whenever the number of authorized directors is increased.

The Board of Directors may declare vacant the office of a director who has been declared of unsound mind by a final order of court, or convicted of a felony, or been found by a final order or judgment of any court to have breached any duty under in Section 5230 and following of the California Nonprofit Public Benefit Corporation Law.

Directors may be removed without cause by a majority of the directors then in office. Any director missing two consecutive board meetings is subject to removal. Said removal can be effectuated through majority vote of those directors present.

Any director may resign effective upon given written notice to the Chairperson of the Board, the President, the Secretary, or the Board of Directors, unless the notice specifies a later time for the effectiveness of such resignation. No director may resign if the corporation would then be left without a duly elected director or directors in charge of its affairs, except upon notice to the attorney general.

Vacancies on the board may be filled. Directors nominated to fill vacancies may be elected by majority vote at any regular or special meeting.

A person elected to fill a vacancy as provided by this Section shall hold office until the end of the term they are filling or until his or her death, resignation or removal from office.

SECTION 17. NON-LIABILITY OF DIRECTORS

The directors shall not be personally liable for the debts, liabilities, or other obligations of the corporation.

SECTION 18. INDEMNIFICATION BY CORPORATION OF DIRECTORS, OFFICERS, EMPLOYEES AND OTHER AGENTS

To the fullest extent permitted by law, this corporation may indemnify its Directors, officers, employees and other persons described in Corporations Code section 5238(a), including persons formerly occupying such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding" as that term is used in that section, and including an action by or in the right of the corporation by reason of the fact that the person is or was a person described in that section. "Expenses" shall have the same meaning herein as in Section 5238(a) of the Corporations Code. On written request to the Board by any person seeking indemnification under Corporations Code Section 5238(b) or (c), the Board shall decide under Corporations Code Section 5238(e) whether the applicable standard of conduct set forth in Corporations Code Section 5238(b) or (c) has been met, and if so, the Board may authorize indemnification.

To the extent that a person who is, or was, a director, officer, employee or other agent of this corporation has been successful on the merits in defense of any civil criminal, administrative or investigative proceeding brought to procure a judgment against such person by reason of the fact that he or she is, or was, an agent of the corporation, or has been successful in the defense of any claim, issue or matter, therein, such person shall be indemnified against expenses actually and reasonably incurred by the person in connection with such proceeding.

SECTION 19. If such person either settles any such claim or sustains a judgment against him or her, then indemnification against expense, judgments, fines, settlements and other amounts reasonably incurred in connection with such proceedings shall be provided by this corporation but only to the extent allowed by, and in accordance with the requirements of, Section 5233 of the California Nonprofit Public Benefit Corporation Law. **INSURANCE AND CORPORATE AGENTS**

The corporation shall have the power to purchase and maintain insurance on behalf of any agent of the corporation (including a director, officer, employee or other agent of the corporation) to cover any liability asserted or against any agent of the corporation in such capacity or arising from the agent of the corporation's status as such, including other than for violating provisions of law relating to self-dealing (Section 5233 of the California Nonprofit Public Benefit Corporation Law) asserted against or incurred by the agent in such capacity of arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of Section 5238 of the California Nonprofit Public Benefit Corporation Law.

ARTICLE 4 OFFICERS

SECTION 1. NUMBER OF OFFICERS

The officers of the corporation shall be a President, a Secretary, and a Chief Financial Officer who shall be designated the Treasurer. The corporation may also have, as determined by the Board of Directors, a Chairperson of the Board, one or more Vice Presidents, Assistant Secretaries, Assistant Treasurer, or other officers. Any number of officers may be held by the same person except that neither the Secretary nor the Treasurer may serve as the President or Chairperson of the Board.

SECTION 2. QUALIFICATION, ELECTION, AND TERM OF OFFICE

Any person may serve as officer of this corporation. Officers shall be elected by the Board of Directors, at any time, and each officer shall hold office for an annual term, or until his or her successor shall be elected and qualified, whichever occurs first.

SECTION 3. SUBORDINATE OFFICERS

The Board of Directors may appoint such officers or agents as it may deem desirable, and such officers shall serve such terms, have such authority, and perform such duties as may be prescribed from time to time by the Board of Directors.

SECTION 4. REMOVAL AND RESIGNATION

Any officer may be removed without cause by the Board of Directors at any time by majority vote of those directors present at a duly held meeting. Any officer may resign at any time by giving written notice to the Board of Directors or to the President or Secretary of the corporation any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The above provisions of this Section shall be superseded by any conflicting terms of a contract which has been approved or ratified by the Board of Directors relating to the employment of any officer of the corporation.

SECTION 5. VACANCIES

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise of any officer shall be filled by the Board of Directors. In the event of a vacancy in any office other than the President, such vacancy may be filled temporarily by appointment by the President until such time as the Board shall fill the vacancy. Vacancies occurring in officers of the officers appointed at the discretion of the board may or may not be filled as the board shall determine.

SECTION 6. DUTIES OF PRESIDENT

The President shall be the chief executive officer of the corporation and shall, subject to the control of the Board of Directors, supervise and control the affairs of the corporation and the activities of the officers. He or she shall perform all duties incident to his or her office and such

other duties as may be required by law, by the Articles of Incorporation of this corporation, or by these Bylaws, or which may be prescribed from time to time by the Board of Directors. Unless another person is specifically appointed as Chairperson of the Board of Directors, he or she shall preside at all meetings of the Board of Directors. If applicable, the President shall preside at all meetings of the members. Except as otherwise expressly provided by law, by the Articles of Incorporation, or by these Bylaws, he or she shall, in the name of, the corporation, execute such deeds, mortgages, bonds, contracts, checks, or other instruments which may from time to time be authorized by the Board of Directors.

SECTION 7. DUTIES OF VICE PRESIDENT

In the absence of the President, or in the event of his or her inability or refusal to act, the Vice President shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions on, the President. The Vice President shall have other powers and perform such other duties as be prescribed by law, by the Articles of Incorporation, or by these Bylaws, or as may be prescribed by the Board of Directors.

SECTION 8. DUTIES OF SECRETARY

The Secretary shall:

Certify and keep at the principal office of the corporation the original, or a copy of these Bylaws as amended to date.

Keep at the principal office of the corporation or such other place as the board may determine, a book of minutes of all meetings of the directors, and, if applicable, meetings of committees of directors and of members, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof.

See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.

Be custodian of the records and of the seal of the corporation and see that the seal is affixed to all duly executed documents, the execution of which on behalf of the corporation under its seal is authorized by law or these Bylaws.

Keep at the principal office of the corporation a membership book containing the name and address of each and any members, and, in the case where any membership has been terminated, he or she shall record such fact in the membership book together with the date on which such membership ceased.

Exhibit at all reasonable times to any director of the corporation, or his or her agent or attorney, on request therefore, the Bylaws, the membership book, and the minutes of the proceedings of the directors of the corporation.

In general, perform all duties incident to the office of secretary and such other duties as may be required by law, by the Articles of Incorporation of this corporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

SECTION 9. DUTIES OF TREASURER

Subject to the provisions of these Bylaws relating to the "execution of Instruments, Deposits and Funs," the Treasurer shall:

Have charge and custody of, and be responsible for, all funds and securities of the corporation, and deposit all such funds in the name of the corporation in such banks, trust companies, or other depositories as shall be selected by the Board of Directors.

Receive, and give receipt for, the monies due and payable to the corporation from any source whatsoever.

Disburse, or cause to be disbursed, the funds of the corporation as may be directed by the Board of Directors, taking proper vouchers for such disbursements.

Keep and maintain adequate and correct accounts of the corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains and losses.

Exhibit all reasonable times the books of accounts and financial records to any director of the corporation, or to his or her agent or attorney, on request therefore.

Render to the President and directors, whenever requested, an account of any or all of his or her transactions as Treasurer and of the financial condition of the corporation.

Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.

In general, perform all duties incident to the office of Treasurer and such other duties as may be required by law, by the Articles of Incorporation of the corporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

SECTION 10. COMPENSATION

The salaries of the officers, if any, shall be fixed from time to time by resolution of the Board of Directors, and no officer shall be prevented from receiving such salary by reason of the fact that her or she is also a director of the corporation, provided, however, that such compensation paid a director for serving as an officer of this corporation shall only be allowed if permitted under the provisions of the Article 3, Section 6 of these Bylaws. In all cases, any salaries received by officers of this corporation shall be reasonable and given in return for services actually rendered for the corporation which relate to the performance of the charitable or public purposes of this corporation. Notwithstanding the foregoing, the President, Vice President, Secretary and Treasurer shall not receive compensation for holding such offices.

ARTICLE 5 COMMITTEES

SECTION 1. EXECUTIVE COMMITTEE

The Board of Directors may, by a majority vote of directors designate two (2) or more of its members (who may also be serving as officers of this corporation) to constitute an Executive Committee and delegate to such Committee any of the powers and authority of the board in the management of the business and affairs for the corporation, except with respect to:

- (a) The approval of any action which, under law or the provisions of these Bylaws, requires the approval of the members or of a majority of all the members.
- (b) The filling of vacancies on the board or any committee which has the authority of the board.
- (c) The fixing of compensation of the directors for serving on the board or on any committee.
- (d) The amendment or repeal of Bylaws or the adoption of new Bylaws.
- (e) The amendment or repeal or any resolution of the board which by its express terms is not so amendable or repealable.
- (f) The appointment of committees of the board or the members thereof.
- (g) The expenditure of corporate funds to support a nominee for director after there are more people nominated for director than can be elected.
- (h) The approval of any transaction to which this corporation is a party and in which one or more of the directors has a material financial interest, except as expressly provided Section 5233(d)(3) of the California Nonprofit Public Benefit Corporation Law.

By a majority vote of its members then in office the board may at any time revoke or modify any or all of the authority so delegated, increase or decrease but not below two (2) the number of its members, and fill vacancies therein from the members of the board. The Committee shall keep regular minutes of its proceedings, cause them to be filed with the corporate records, and report the same to the board from time to time as the board may require.

SECTION 2. OTHER COMMITTEES

The corporation shall have such other committees as may from time to time be designated by resolution of the Board of Directors.

Such other committees may consist of persons who are not also members of the board. These additional committees may consist of persons who are not also members of the board. These additional committees shall act in an advisory capacity only to the board and shall be clearly titled as "advisory" committees.

SECTION 3. MEETINGS AND ACTION OF COMMITTEES

Except as otherwise allowed pursuant to the Brown Act, meetings and action of committees shall be governed by, noticed, held and taken in accordance with the provisions of these Bylaws concerning meetings of the Board of Directors, with such changes in the context of such Bylaw provisions as are necessary to substitute the committee and its members for the Board of Directors and its members, except that the time for regular meetings of committees may be fixed by the Board of Directors. The Board of Directors may also adopt rules and regulations pertaining to the conduct of meetings of committees to the extent that such rules and regulations are not inconsistent with the provisions of these Bylaws.

ARTICLE 6 EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS

SECTION 1. EXECUTION OF INSTRUMENTS

The Board of Directors, except as otherwise provided in these Bylaws, may by resolution authorize any officer or agent of the corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances. Unless so expressly authorized, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or render it liable monetarily for any purpose or in any amount.

SECTION 2. CHECKS AND NOTES

Except as otherwise specifically determined by resolution of the Board of Directors, or as otherwise required by law, checks, drafts, promissory notes, orders for payments of money, and other evidence of indebtedness of the corporation shall be signed by the Treasurer and countersigned by the President of the corporation.

SECTION 3. DEPOSITS

All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select.


SECTION 4. GIFTS

The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest, or devise for the charitable or public purpose of this corporation.

ARTICLE 7 CORPORATE RECORDS, REPORTS, AND SEAL

SECTION 1. MAINTENANCE OF CORPORATE RECORDS

The corporation shall keep at its principal office in the State of California:

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- (a) Minutes of all meetings of directors and committees of the board, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof;
 - (b) Adequate and correct books and records of account, including accounts of its properties an business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses.

SECTION 2. CORPORATE SEAL

The Board of Directors may adopt, use, and at will alter, a corporate seal. Such seal shall be kept at the principal office of the corporation. Failure to affix the seal to corporate instruments, however, shall not affect the validity of any such instrument.

SECTION 3. DIRECTORS' INSPECTION RIGHTS

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation.

SECTION 4. RIGHT TO COPY AND MAKE EXTRACTS

Any inspection under the provisions of the article may be made in person of by agent or attorney and the right to inspection includes the right to copy and make extracts.



SECTION 5. ANNUAL REPORT

The board shall cause an annual report to be furnished not later than one hundred and twenty (120) days after the close of the corporation's fiscal year to all directors of the corporation. The Annual Report shall contain the following information:

- (a) The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds, during the fiscal year;
- (c) The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes, for the fiscal year;
- (d) The expenses or receipts of the corporation, for both general and restricted purposes, during the fiscal year;
- (e) Any information required by Section 7 of this Article.

The annual report shall be accompanied by any report thereon of independent accountants, or, if there is no such report, the certificate of an authorized officer of the

corporation that such statements were prepared without audit from the books and records or the corporation.

SECTION 6. ANNUAL STATEMENT OF SPECIFIC TRANSACTIONS

This corporation shall mail or deliver to all directors a statement within one hundred and twenty (120) after the close of its fiscal year which briefly describes the amount and circumstances of any indemnification or transaction of the following kind:

- (a) Any transaction in which the corporation, or its parent or its subsidiary, was a party, and in which either of the following had a direct or indirect material financial interest;
- (b) Any director or officer of the corporation, or its parent or subsidiary (a more common directorship shall not be considered a material financial interest); or
- (c) Any holder of more than ten percent (10%) of the voting power of the corporation, its parent or its subsidiary.

The above statement need only be provide with respect to a transaction during the previous fiscal year involving more than Fifth Thousand Dollars (\$50,000) or which was one of a number of transactions with the same persons involving, in the aggregate, more than Fifty Thousand Dollars (\$50,000).

Similarly, the statement need only be provided with respect to indemnifications or advances aggregating more than Ten Thousand Dollars (\$10,000) paid during the previous fiscal year to any director or officer.

Any statement required by this Section shall briefly describe the names of the interested persons involved in such transactions stating each person's in the transaction and, when practical, the amount of such interest, provided that in the case or a transaction with a partnership of which such person is a partner, only the interest of the partnership need be stated.

ARTICLE 8 FISCAL YEAR

SECTION 1. FISCAL YEAR OF THE CORPORATION

The fiscal year of the corporation shall begin on the 1st of July and end on the 30th of June in each year.

ARTICLE 9 AMENDMENT OF BYLAWS

SECTION 1. AMENDMENT

Subject to any provision of law applicable to the amendment of Bylaws of public benefit nonprofit corporations, these Bylaws, or any of them, may be altered, amended, or repealed and

new Bylaws adopted by the Board of Directors. These Bylaws and any amendments to these Bylaws shall become effective immediately upon their adoption.

ARTICLE 10 AMENDMENT OF ARTICLES

SECTION 1. AMENDMENTS

Any amendment of the Articles of Incorporation may be adopted by the Board of Directors.

ARTICLE 11 PROHIBITION AGAINST SHARING CORPORATE PROFITS AND ASSETS

SECTION 1. PROHIBITION AGAINST SHARING CORPORATE PROFITS AND ASSETS

No director, officer, employee, or other person connected with this corporation, or any private individual, shall receive at any time any of the net earnings or pecuniary profit from the operations of the corporation, provided, however, that this provision shall not prevent payment to any such person of reasonable compensation for services performed for the corporation in effecting any of its public or charitable purposes, provided that such compensation is otherwise permitted by these Bylaws and is fixed by resolution of the Board of Directors; and no such person or persons shall be entitled to share in the distribution of, and shall not receive, any of the corporate assets on dissolution of the corporation. All members, if any, of the corporation shall be deemed to have expressly consented and agreed that on such dissolution or winding up of affairs of the corporation, whether voluntarily or involuntarily, the assets of the corporation, after all debts have been satisfied, shall be distributed as required by the Articles of Incorporation of this Corporation and not otherwise.

ARTICLE 12 MEMBERS

SECTION 1. NO MEMBERS

This corporation shall not have any members. Therefore, pursuant to Section 5310(b) of the Nonprofit Public Benefit Corporation Law of the State of California, any action which would otherwise, under law or the provisions of the Articles of Incorporation or Bylaws of this corporation, require approval by a majority of all members or approval by the members, shall only require the approval of the Board of Directors. All rights that would otherwise vest in the members shall vest in the Board of Directors.

SECTION 2. ASSOCIATES

Nothing in this Article 12 shall be construed as limiting the right of the corporation to refer to persons associated with it as "members" even though such persons are not members of the corporation, and no such reference shall make anyone a member within the meaning of Section 5056 of the California Nonprofit Public Benefit Corporation Law, including honorary or

donor members. Such individuals may originate and take part in the discussion of any subject that may properly come before any meeting of the Board, but may not vote. The corporation may confer by amendment of its Articles of Incorporation or these Bylaws some or all of the rights of a members, as set forth in the California Nonprofit Public Benefit Corporation Law, upon any person who does not have the right to vote for the election of directors, on a disposition of substantially all of the corporation's assets, on the merger or dissolution of it, or on changes to its Articles of Incorporation or Bylaws, but no such person shall be a member within the meaning of Section 5056. The Board may also, in its discretion, without establishing memberships, establish an advisory council or honorary board or such other auxiliary groups as it deems appropriate to advise and support the corporation.

CERTIFICATE OF SECRETARY

The undersigned does hereby certify that the undersigned is the Secretary of American Indian Model Schools, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California, that the foregoing Bylaws, consisting of 17 () pages, of said corporation were duly and regularly adopted as such by the Board of Directors of said corporation at a meeting held on NOVEMBER 17, 2015, and that the above and foregoing Bylaws are now in full force and effect.

Executed on TUESDAY, NOVEMBER 17TH at 171 12TH ST, OAKLAND, California.



Secretary, American Indian Model Schools



APPENDIX J



American Indian Model Schools
171 12th Street
Oakland, California
(510) 893-8701, (510) 452-3200, Fax

Amended Conflict of Interest Code

1. Standard Code of FPPC

The Political Reform Act of 1974 (Gov. Code, § 81000 et seq.) requires each state and local government agency to adopt and promulgate a conflict of interest code. As a local government agency, American Indian Model Schools, a California nonprofit public benefit corporation ("Corporation") operating American Indian Public Charter School, American Indian Public Charter School II, and American Indian Public High School, California public charter schools, is therefore required to adopt such a code. The Fair Political Practices Commission ("FPPC") has adopted a regulation (Cal. Code of Regs., tit. 2, § 18730) that contains the terms of a model conflict of interest code ("Model Code"), which can be incorporated by reference as an agency's code. After public notice and hearing, the regulation may be amended by the FPPC to conform to amendments in the Political Reform Act.

2. Adoption of Standard Code of FPPC

The terms of California Code of Regulations, title 2, section 18730 and any future amendments to it duly adopted by the FPPC are hereby adopted and incorporated herein by reference. This regulation and the Appendix attached hereto designating officials and employees and establishing disclosure categories shall constitute the Conflict of Interest Code (the "Code") of Corporation. This Code shall take effect when approved by the Alameda County Board of Supervisors, and shall thereupon supersede any and all prior conflict of interest codes adopted by Corporation.

3. Filing of Statements of Economic Interests

Pursuant to Section 4 of the Model Code set forth in California Code of Regulations, title 2, section 18730, subdivision (b), each person designated set forth in the Appendix shall file a Statement of Economic Interests ("Form 700") with the Secretary of Corporation, which will make the statements available for public inspection and reproduction. Upon receipt of the statements of the designated employees, the Secretary shall retain the originals of these statements, and forward copies to the Clerk of the Alameda County Board of Supervisors upon request.

**APPENDIX TO
AMENDED CONFLICT OF INTEREST CODE
OF AMERICAN INDIAN MODEL SCHOOLS**

Preamble

Any person designated in Section I of this Appendix who is unsure of any right or obligation arising under this conflict of interest code ("Code") may request a formal opinion or letter of advice from the Fair Political Practices Commission ("FPPC") or an opinion from legal counsel to American Indian Model Schools, a California nonprofit public benefit corporation ("Corporation"). (Gov. Code, § 83114; Cal. Code of Regs., tit. 2, § 18730, subd. (b)(11).) A person who acts in good faith in reliance on an opinion issued to him or her by the FPPC shall not be subject to criminal or civil penalties for so acting, provided that all material facts are stated in the opinion request. (Gov. Code, § 83114, subd. (a).)

Opinions rendered by legal counsel to Corporation do not provide a statutory defense to an alleged violation of conflict of interest statutes or regulations. The prosecuting agency may, but is not required to, consider a requesting party's reliance on such legal counsel's opinion as evidence of good faith. In addition, Corporation may consider whether such reliance should constitute a mitigating factor to any disciplinary action that Corporation may bring against the requesting party under Government Code section 91003.5.

I.

Persons Designated

<u>Designated Positions</u>	<u>Disclosure Categories</u>
Board Members	1 through 6
Superintendent	1 through 6
Finance Officer	1 through 6
Head of School	1 through 6
Academic Manager	4 through 6
Dean of Operations	1 through 6
Secretary to the Board of Directors	1 through 6

Consultants, as that term is defined under California Code of Regulations, title 2, section 18700.3, and any employee in a newly created position, as that term is defined under California Code of Regulations, title 2, section 18219, shall comply with California Code of Regulations, title 2, section 18734, regarding the filing of interim disclosure. The Superintendent may determine that the broadest disclosure is not necessary and set interim disclosure that is more tailored to positions with a limited range of duties. This determination shall include a description

of the position's duties and, based upon that description, a statement of the extent of disclosure requirements. The Superintendent's determination is a public record and shall be retained for public inspection by the Corporation in the same manner as this Code. Nothing herein excuses any such consultants or new employees, as defined above in this paragraph, from any other provision of this Code.

II.

Disclosure Categories

Category 1. Reportable Investments

A person designated in this category shall report all reportable investments, as defined in Government Code section 82034, in business entities located in, doing business in, known to be planning to do business in, or having done business in the previous two (2) years within Alameda County where the Corporation's schools are located, which business entities operate or provide facilities, goods, supplies, equipment and/or machinery, vehicles, personnel or services of a type utilized by Corporation or its schools.

Category 2. Reportable Interests in Real Property

A person designated in this category shall disclose all interests in real property, as defined in Government Code sections 82033 and 82035 that are within two (2) miles of any of the facilities utilized by the Corporation's schools and that are of the type and legal description that can be utilized for public school use.

Category 3. Reportable Income

A person designated in this category shall disclose all income as defined in Government Code section 82030 received by the designated employee during the reporting period from business entities or other sources located in, doing business in, known to be planning to do business in, or having done business in the previous two (2) years within Alameda County where the Corporation's school is located, which business entities or sources operate or provide facilities, goods, supplies, equipment and/or machinery, vehicles, personnel or services of a type utilized by Corporation or its schools.

Category 4. Less-Inclusive Reportable Investments

A person designated in this category shall disclose only investments as defined in Government Code section 82034 in any business entity which, within the previous two (2) years, has contracted with or in the future foreseeably may contract with Corporation or the schools to provide facilities, goods, supplies, equipment and/or machinery, vehicles, personnel or services to Corporation or the schools, of the type utilized by Corporation or the schools, and (a) is located in or doing business Alameda County where the Corporation's schools are located, and (b) is associated with the job assignment or position of the designated employee.

Category 5. Less-Inclusive Reportable Income

A person designated in this category shall disclose only that reportable income as defined in Government Code section 82030 which is derived from a business entity or other source which, within the previous two (2) years, has contracted with Corporation or the schools or in the future foreseeably may contract with Corporation or the schools to provide facilities, goods, supplies, equipment and/or machinery, vehicles, personnel or services to Corporation or the schools, of the type utilized by Corporation or the schools, and (a) is located in or doing business in Alameda County where the Corporation's schools are located, and (b) is associated with the job assignment or position of the designated employee.

Category 6. Business Positions

A person designated in this category shall disclose the information described below by completing Form 700, Schedule C, with respect to any business entity that provides facilities, goods, supplies, equipment and/or machinery, vehicles, personnel or services of a type utilized by Corporation or the schools. A person designated shall list (a) the name and address of each such business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management; (b) a description of the business activity in which each such business entity is engaged; and (c) the person's designated position with each such business entity.

APPENDIX K

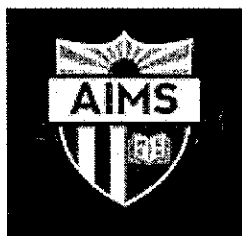


American Indian Model Schools

American Indian Public Charter School (Grades 6-8)
American Indian Public Charter School II (Grades K-8)
American Indian Public High School (Grades 9-12)

Parent-Student Handbook

2015-2016 School Year



171 12th Street
Oakland, CA 94607
Tel. 510.893.8707
Fax 510.893.0345
www.aimschools.org

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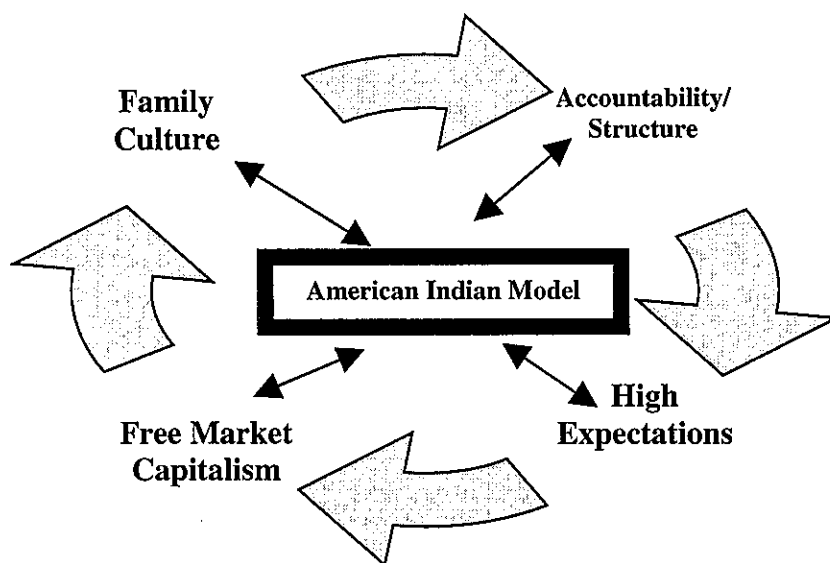
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SECTION 1:

A CULTURE OF FAMILY

AN INTRODUCTION TO AIMS

The American Indian Model of Education focuses on the four tenets of 1) Family; 2) Accountability; 3) High Expectations; and 4) Free Market Capitalism. This handbook serves as a road map for preparing your students to compete and be productive members in a global society.



AIM Schools Slogan
"A School at Work"

2015-2016 School Year Theme
"Building on success"

AIM Schools Mission Statement

Our mission at AIMS is to cultivate a community of diverse learners who achieve academic excellence. Our commitment to high expectations in attendance, academic achievement, and character development results in our students being prepared for lifelong success. The results driven culture at AIMS and the adherence to it with fidelity guarantees that all graduates earn admission into four year post- secondary programs and become productive members of society.

AIM Schools Credo

The Family: We are a family at AIM Schools.

The Goal: We are always working for academic and social excellence.

The Faith: We will prosper by focusing and working toward our goals.

The Journey: We will go forward, continue working, and remember we will always be a part of the AIM Schools family.

THE BASICS

1. We are a family at AIM Schools.
2. When families follow and support the American Indian Model, their children will be prepared for college.
3. We create an extended family with administration, teachers, staff, students, family, and selected community. Students and staff are expected to clean and take care of the school property.
4. Teachers spend two years with their students in grades 1 – 2 and three years with their students in grades 3 – 5 and grades 6 – 8, teaching all core academic subjects. This creates an environment of strong academics and family culture.
5. Former AIM School students enrolled in college are paid to work with our current students.
6. The AIMS community supports and guides all our students. No student has been expelled since the American Indian Model was implemented in July 2000.
7. All current and former students are encouraged to sign up on the alumni page on the AIMS website.

ADMISSION POLICY

Students who understand and value the school's mission and are committed to the school's instructional and educational philosophy are encouraged to apply. Admission to AIMS shall be open to any resident of California that is of legal age to attend public school (e.g., old enough to join Kindergarten). Pupils will be considered for admission without regard to disability, gender, gender identity or expression, sexual orientation, race, ethnicity, religion, religious creed (which includes religious dress and grooming practices), color, national origin, ancestry, medical condition, genetic information, or association with a person or group with one or more of the above actual or perceived characteristics.

The enrollment process for new students begins June 1. Application information is posted on the AIMS website. If the number of applications for admission to a grade exceeds the number of available slots in that grade, the spaces available for that grade will be filled by random lottery. Note, previously enrolled students who matriculated through their grade level have priority, as do their siblings, and are not subject to the lottery. The lottery will be held in a public setting. Drawings will be held on a grade-by-grade basis to fill the available slots per grade. All applicants to a grade will have their name randomly drawn. Those students who have their name drawn after the number of admission slots to that grade has been filled will be placed on an admissions waiting list for that grade in the order that they were drawn. Any spaces that open throughout the school year will be filled with students from the waiting list for the particular grade. All incoming students are required to attend summer school at AIMS.

AIMS' COMMITMENT TO YOUR CHILD AND FAMILY RESPONSIBILITIES

At AIMS, we make your child's education our highest priority, and we require that our families make the same commitment. That means often our staff and volunteers will make themselves available above and beyond the traditional school hours. It is also necessary for families to support the efforts of the school. This includes having their child attend school every day on time and ready to learn. Students who miss school will be required to make it up during Saturday school. At AIMS we also recognize that learning must take place year-round; therefore, we require participation in an approved summer school program or course of study. We institute these policies because our students need this support to excel. Although, at times, these policies may be inconvenient for families, our students' success makes the effort worthwhile.

CHARTER SCHOOL OF CHOICE

AIMS is a public school of choice with its own unique programs and policies. Your child is not required to attend AIMS and may instead attend his or her school of residence. While Oakland Unified ("OUSD") granted our charter and oversees our operations, AIMS is governed by its own School Board and policies. If families have suggestions for the school, the school's staff should be the first point of contact. We work to create a family atmosphere at AIMS, and as in most families, there may be disagreements at times. In those cases, we ask that all members of the school community work to resolve issues cooperatively and keep in mind the best interests of the students and school.

DISPUTE RESOLUTION

In the event that there is a dispute within the school community, the governing Board of the school will be the final authority and such disputes will follow the following procedures:

1. The first step in the process is to contact your child's teacher.
2. If the informal discussion fails to adequately resolve the dispute, then the dispute will be referred, to the Dean of Schools or his/her designee. The written statement should set forth the essential facts, the school policy, or other relevant principle(s) violated, and desired outcomes. The Dean of School will perform an investigation into the essential facts of the dispute, conducting interviews where necessary. A meeting will be scheduled with the parties involved and the Dean of School or designee, and they will discuss the dispute and findings. The Dean of School or designee may question the disputants or request additional information.
3. If not sufficiently resolved, the parties may request to have the Head of Schools hear and take appropriate action on the dispute. At such hearing, the Dean of School or designee will provide a written report on the dispute and the investigation. Each side will be allowed to present its story for an equal amount of time (approximately 3 minutes). The Head of Schools will then be given an opportunity to ask questions of the disputants and, where necessary, witnesses. The Head of Schools will report in writing the decision from the hearing no later than seventy-two business hours.

4. If not sufficiently resolved, the parties may request to have the Superintendent hear and take appropriate action on the dispute. At such hearing, the Head of School or designee will provide a written report on the dispute and the investigation. Each side will be allowed to present its story for an equal amount of time (approximately 3 minutes). The Superintendent will then be given an opportunity to ask questions of the disputants and, where necessary, witnesses. The Superintendent will report in writing the decision from the hearing no later than seventy-two business hours.
5. If not sufficiently resolved, the parties may request to have the Board hear and take appropriate action on the dispute. The Board may choose to hear the dispute or to create an ad hoc committee to hear the dispute, as the Board's sole discretion. At such hearing, the Head of School or designee will provide a written report on the dispute and the investigation. Each side will be allowed to present its story for an equal amount of time (approximately 3 minutes). The Board or ad hoc committee will then be given an opportunity to ask questions of the disputants and, where necessary, witnesses. All complaints against a specific employee will be heard in closed session with the Superintendent present. The Board will report out of closed session any decisions rendered.

SECTION 2:

SCHOOL POLICIES

DISCRIMINATION AND HARASSMENT POLICY

AIMS is committed to maintaining a school environment that is free from discrimination and harassment. The Board prohibits discrimination against and harassment of any student by another student, any employee or other person, at school or at a school-sponsored activity. Any student, who engages in discrimination or harassment of anyone at school, or at a school-sponsored or school-related activity, is in violation of this policy and shall be subject to disciplinary action.

Prohibited harassment includes, but is not limited to: unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature. Types of conduct which are prohibited at AIMS, and which may constitute harassment, include, but are not limited to:

- Unwelcome sexual flirtations or propositions
- Sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions
- Graphic verbal comments about an individual's body or overly personal conversation
- Sexual jokes, stories, drawings, pictures or gestures
- Spreading sexual rumors
- Touching or showing private body parts
- Purposefully cornering or blocking of normal movements
- Displaying sexually-suggestive objects

Any student who feels that he/she is being discriminated against or harassed should immediately inform their teacher, the Dean of Schools, or the Head of School. If the complaint is not resolved at those levels, then the complaint should be submitted in writing to the Superintendent.

CLASSROOM OBSERVATION POLICY

1. Please arrange a mutually agreed upon date and time with the Dean of School and teacher in advance of the requested classroom observation. You may schedule a meeting with the teacher before or after school.

2. All observation sessions must be planned in advance so as to not create conflict with the teacher and student schedule. Therefore, arrangements must be made at least 48 hours prior to the time of the classroom visit or observation.
3. Observations will be limited to two times per month for no more than sixty (60) minutes per visit in order to avoid distraction or disruption to the teacher's schedule and classroom atmosphere. However, under certain circumstances, such as evaluation, upcoming IEP meeting, crisis intervention etc., a parent or provider may request additional days or time for observation. Under these circumstances, the Head of School will use his or her discretion to either approve or decline such requests.
4. Formal observation does not include times when parents are invited to a classroom for a special event or presentation, serve as a volunteer with a teacher, or to enjoy lunch with their student.
5. The Head of School or designee reserves the right to decline any request for or terminate a classroom observation if it is determined that such an observation would or has caused undue disruption in the educational process.
6. For security reasons, all visitors are required to sign in at the school office/front desk, to receive a visitor's badge, and indicate the name of the teacher and destination before proceeding to the class. All visitors are asked to sign out when leaving the building.
7. To protect the learning environment, the parent/guardian or outside provider will be the only visitor in the classroom during the observation. Any observer, other than the parent/guardian, must be approved by the Head of Schools or designee and have written consent from the parent/guardian describing the reason for the visit/observation.
8. Out of respect for the teaching environment, parents/guardians may not bring younger siblings or children while observing in the classroom or to utilize any electronic equipment such as cell phones while in the classroom. Observers should not disrupt the learning environment by engaging students or the teacher in conversation. A follow-up meeting may be scheduled as needed to answer questions or concerns.
9. Parents/guardians or outside providers that disagree with any decision of the Head of School or designee regarding classroom observations have the right to challenge the decision with the Superintendent. The decision of the Superintendent shall be final.
10. During the observation, the Head of School or his/her designee may be present in the observed setting in order to accommodate follow-up discussion or clarify questions that may arise.
11. No electronic listening or recording device (including video) may be used in a classroom without the teacher and Head of School or designee's permission. (See Education Code 51512)

VOLUNTEERING AT AIMS

We encourage parents to volunteer in the classroom and thank you for your involvement. Positive parent participation is critical for success in your child's education. As a public school, we must screen school volunteers. All AIMS volunteers are required to complete a "School Volunteer Application Packet," and depending on the type of volunteer assignment, may need to have a criminal background check and fingerprinting, and may also be asked to submit the results of tuberculosis screening. Volunteers must sign in/out at the reception desk, even if the volunteer time is pre-arranged. The Volunteer Application Packet is available on the school website and in the front office.

STUDENT WORK & IMAGES

AIMS may wish to use photographs of children's work to document the life and growth of our school. There may be occasions when photographs of children performing are part of that documentation. No last names, home addresses, email addresses, or telephone numbers will appear with any photograph or published work. Students will only be identified by first name. Parents will be asked to sign a PARENT PERMISSION FORM FOR PUBLISHING STUDENT PHOTOGRAPHS AND STUDENT WORK granting (or not) the Charter permission to publish the student's photograph and/or student work done by the child on the AIMS website and any Charter-related publications. This form will also grant permission (or not) for the Charter to release the student's photograph and/or student work done by the child named above to local area newspapers. Parents are not required to sign the Parent Permission Form and have the right to decline permission. The form is included in the Appendix to this Handbook.

CONTACT/EMERGENCY INFORMATION

Families must provide up-to-date contact information to the school and must notify the school of any changes in phone number and/or address as soon as possible. This information is relied upon in emergency situations and whenever a student becomes ill or injured.

FIELD TRIPS



Field trips are an integral part of our school program. Your permission is required for your student to go on field trips during the school year. All students are expected to be on their best behavior and be good representatives of AIMS. Each field trip will have a stated destination, departure and return time. Parent chaperones may not bring younger siblings or non-AIMS students on field trips. Student behavior and safety will be considered in planning attendance on all field trips. If a child is not able to attend for safety reasons, and accommodations cannot be provided that will ensure a safe environment, the child will be provided a similar educational experience through different means. Any parent concerns about field trips should be addressed in advance with the teacher, and then if not resolved, with the Dean of Schools.

CLEANLINESS AND MAINTENANCE

Students are expected to make every effort to keep their classrooms, desks, backpacks, and all school property neat and clean. As a courtesy and out of respect for the environment, students

must not throw trash on the ground or leave it in the classroom. Students will take part in campus and community beautification projects throughout the school year. Payment for or replacement of damaged school property is the responsibility of each student's parents/guardians.



NO LUNCH PROGRAM

There is no formal lunch program at AIMS. Students must bring their own lunch to school each day. Students will not be allowed to use the office phone to call home for forgotten lunches. If you realize your child has forgotten their lunch, please bring it to the school office and we will have the child come pick it up at lunchtime. Parents will not be permitted to drop off "fast food" lunches for their child.

SCHOOL TELEPHONE USE

Students are generally not allowed to use the school telephone. In exceptional cases, students may be allowed to use the school phone with the staff's permission. Messages will be given to the students at lunchtime or at the end of the school day.

TRANSPORTATION

Parents and/or guardians are responsible for providing their children with transportation to and from school. AIMS does not offer a bus service but will attempt to assist students in utilizing public transit programs.

CONFISCATED ITEMS

School staff has the right to confiscate prohibited items, including but not limited to jewelry and weapons. All confiscated items will remain the property of the student or family, unless they are abandoned. Confiscated items will be held in a secure place by school staff and may be picked up after school by the student's parent. In the case of serious or repeated offenses, a parent may be required to retrieve the confiscated item after a meeting with the Head of Schools. Weapons or illegal items may be turned over to proper authorities where appropriate.

AIMS BOARD MEETINGS

Governance board meetings occur on the third Tuesday every month at 6:00 p.m. At these meetings, programs are reviewed and actions may be taken on financial, governance, or personnel issues. Every member of the school community has the right to address the Board during public comment, though a two minute time limit for each person may be imposed. Public comment is always allowable and encouraged for items related to the educational progress of the school.

SECTION 3:

ENSURING STUDENT SUCCESS

ON-CAMPUS TUTORING

1. Tutoring is an essential component to academic improvement and AIM Schools' success.
2. All students with a grade of C- or below in grades 3-12 and demonstrating low-fluency in grades K-2, must receive on-campus tutoring either before, during, and/or after school.
3. These students may also be required to attend Saturday School (grades 3-12) to receive additional help. Saturday School is an opportunity for all teachers to be available for students who need help.
4. Students who have low standardized test scores or score below proficiency on state assessments must participate in tutoring.
5. If a parent requests tutoring for their child or a student requests tutoring, the request will be evaluated and the student will be placed in tutoring based on need and availability.
6. Students should attend all scheduled tutoring sessions. The administrator, classroom teacher, and resource teacher must be informed in writing if a student is absent or did not attend a scheduled tutoring session on the same day.
7. Tutoring rosters will change as needed. Communicate with administrators, classroom teachers, and resource teachers if changes to the schedule are needed or made. Notice must be given to all parties before changes are finalized.
8. Students must sign in to all tutoring sessions, including meetings with a teacher. Any time a student stays after school (for any reason), he or she must sign in.

AIMS STUDENT SUCCESS TEAM (SST)

According to the law, a student should be referred for special educational instruction and services only after the resources of the general education program have been considered and, where appropriate, utilized. (30 EC 56303) AIMS emphasizes the necessity to develop and provide interventions in order to ensure that a student has a successful school experience. The SST is a problem solving and coordinating structure that assists students, families and teachers to seek positive solutions for maximizing student potential. The SST focuses in-depth on one student at a time, and invites the parent and student to participate in finding solutions to areas of concern.

Potential Areas of Concern*

Academic

- *special education consideration*
- *disabilities*
- *retention*
- *attendance*

Social/Emotional

- *moving/social adjustment*
- *teacher relationship*
- *peer relationships*
- *familial challenge**
- *self-injury*

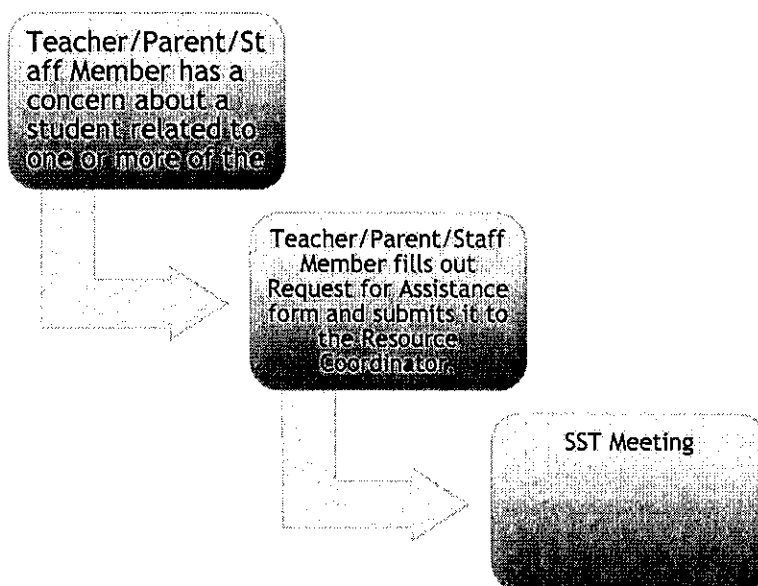
Health

- *medical needs*
- *substance abuse*
- *eating disorders*

Other

- *Any issue that requires a combination of service coordination, collaborative problem-solving, and results monitoring.*

How to Initiate an SST meeting:



Sample Initial Student Success Team (SST) Agenda

- ✓ Welcome & Expectations
- ✓ Review of Student Strengths
- ✓ Situation Identification & Clarification of Function of Behavior
- ✓ Brainstorm Interventions
- ✓ Evaluate Interventions
- ✓ Select Intervention(s) & Measurements (3-4 minutes)
- ✓ Write Action Plan
- ✓ Summarize & Close

SST participants will be e-mailed a copy of the Action Plan, as well as an evaluation of the process at the end of the meeting. If you do not receive either, please e-mail erin.oh@aimschools.org and find the evaluation form here: <http://goo.gl/forms/BUf9vYM5FS>.

When a Student Success Team determines that a student has not made sufficient progress given the interventions and support identified and implemented by the SST, the team must conduct a thorough file review and rule out hearing, vision, and/or attendance as qualifying conditions. Only after doing so should the team consider a referral for an assessment under Section 504 or for Special Education eligibility.

SPECIAL EDUCATION

Parents/guardians must notify AIMS prior to their child's enrollment if the child was previously receiving special education services and/or has an Individualized Education Plan (IEP). A copy of the child's current IEP should be provided to AIMS no later than the child's first day of enrollment.

Child Find Mandate

The Individuals with Disabilities Education Act ("IDEA") includes the "Child Find" mandate, which requires AIMS to identify, locate, and evaluate all children with disabilities enrolled in its schools. If AIMS has knowledge that a student has a disability, or is suspected of having a disability and may need special education and related services, AIMS must offer to assess the student. Indicators for when a student is suspected of having a disability, and AIMS should thus offer an initial assessment include, but are not limited to the following:

1. Parent(s) expressed concerns in writing to AIMS administration or to one of student's teachers that student may be need of special education and related services;
2. Parent or school staff has requested an initial evaluation of the student;
3. Student's teacher, or other AIMS personnel, has expressed specific concerns about a pattern of behavior demonstrated by the student, directly to the director of special education or to other AIMS supervisory personnel.

A student should be referred for special educational instruction and services only after the resources of the general education program have been considered and, where appropriate, utilized. See Tutoring and AIMS Student Success Team (SST) policies.

Special Education Assessments

A student may be referred for special education services at any time by AIMS staff, parents, or other service provider. Before a student can be assessed for eligibility for special education, or reassessed while receiving special education and related services, AIMS must develop an Assessment Plan and provide it to the parents for their approval within **15 calendar days** from the date of receipt of a written request for a special education assessment. Assessments must be administered in all areas related to the suspected disability by trained and knowledgeable personnel using sound instruments. For school-age children, the eligibility assessment must be completed within 60 days of AIMS' receipt of written parental consent for specified assessment activities and an Assessment Report provided to parents outlining required information. Under certain conditions, a parent may have the right to obtain an independent educational evaluation (IEE) at public expense. Please note that a student may demonstrate a disability, but may not necessarily be eligible for special education and related services. A student's IEP team will determine eligibility based on the requirement that the student's disability negatively or adversely affects his/her educational performance.

Individualized Education Plan (IEP)

An Individualized Education Program (IEP) is a written statement that AIMS must develop for each student who receives special education and related services. The educational program must be designed to meet the child's individual specific needs. Every child who receives special education services must have an IEP. The purpose of an IEP is to outline a plan for meeting a student's specific disability related needs that sets reasonable learning goals for the child and states the services that the school will provide for the child. The IEP is developed jointly by the school, the parents, and the student, when appropriate.

Each child's IEP must contain specific information, as listed within IDEA, which includes nine essential elements:

1. Present Levels of Performance: A statement of the student's present levels of performance including how the disability affects the student's involvement and progress in the general curriculum.
2. Measurable Annual Goals: Measurable annual goals, including academic and functional goals, related to the student's needs, resulting from the student's disability, that will enable the student to be involved in and progress in the general education curriculum and that meet each of the student's other educational needs that result from the student's disability.
3. Progress: A description of how the student's progress toward meeting the annual goals described above will be measured and when periodic reports on the progress the student

is making toward meeting the annual goals (such as through the use of quarterly or other periodic reports) will be provided.

4. Special Education and Related Services: A statement of the special education and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the student, or on behalf of the student, and a statement of the program modifications or supports for school personnel that will be provided to enable the student to advance appropriately.
5. Participation in General Education: An explanation of the extent, if any, to which the student will not participate with general education students in the general education classroom and in extracurricular and nonacademic activities
6. State Testing: A statement of any individual appropriate accommodations that are necessary to measure the academic achievement and functional performance of the student on State and district assessments. If the IEP team determines that the student shall take an alternate assessment on a particular State or district assessment of student achievement, the IEP must include a statement of why the student cannot participate in the regular assessment and why the particular alternate assessment selected is appropriate for the student.
7. Timing of Services and Modifications: The projected date for the beginning of the services and modifications identified in the IEP, along with the anticipated frequency, location, and duration of the services and modifications.
8. Transition and Post-Secondary Goals: Beginning no later than the first IEP to be in effect when the student is 16, and updated annually thereafter, appropriate measurable postsecondary goals based upon age appropriate transition assessments related to training, education employment, and where appropriate, independent living skills and the transition services (including courses of study) needed to assist the student in reaching those goals
9. Age of Majority: Beginning at least one year before the student reaches the age of 18, a statement that the student has been informed of the IDEA rights that will transfer to him or her upon turning 18.

Who develops the IEP?

The IEP is developed by a team of individuals that include the parent(s), an administrator, general education teacher, special education teacher, expert who can interpret evaluation results, and the student if appropriate. The team meets, reviews the assessment information available about the child, and designs an educational program to address the child's educational needs that result from his or her disability.

When is the IEP developed and the IEP meeting held?

Assuming eligibility is found, an IEP must be developed by the IEP team and implemented for each student, within 60 days of obtaining written parental consent of the Assessment Plan. For

students already eligible for special education services, the IEP must also be reviewed at least annually thereafter to determine whether the annual goals are being achieved and must be revised as appropriate. An IEP meeting must be held within 30 days of receipt of any written request from a parent.

504 Plans

Section 504 of the Rehabilitation Act of 1973 protects disabled individuals against discrimination. It does so by mandating that no qualified individual with a disability shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of any entity that is a recipient of Federal financial assistance (34 CFR § 104.4(a)). AIMS must establish and maintain services and accommodations for students with physical or mental impairments that substantially limit one or more major life activity in order to ensure that these students have equal access to education.

Section 504 accommodations and/or related services must be delineated in a Section 504 Plan formulated by the student's teachers, parents, members of the SST team, and a school administrator. Examples of 504 Plan accommodations and/or services that AIMS must provide to students include:

- Assistance with PE equipment for a student with mild cerebral palsy
- Extra time on tests for a student with Attention Deficit Hyperactivity Disorder (ADHD)
- Nursing services for a student with Type I Diabetes
- Use of an amplification system for a student with a hearing loss

A teacher, parent, guardian, or administrator can request a 504 Plan for a student. If a parent requests that their child be accommodated through a 504 Plan, you must follow through with a 504 Team meeting as soon as possible, even if you do not think the student needs a 504 Plan.

In order to have a 504 Plan, a student must meet all three of these requirements:

1. The student must have a physical or mental impairment that gets in the way of learning or participating in school programs or activities. The "physical or mental impairment" can be any physical or mental condition or problem. It can be something that lasts for a long time, for a short time, or it might come and go. Examples of impairments include: cancer, chronic asthma, diabetes, seizures, ADHD.
2. The student's impairment must affect at least one major life activity. Major life activities include such things as seeing, hearing, eating, sleeping, breathing, speaking, walking, thinking, learning, and working. Major life activities also include the operation of major bodily functions such as normal cell growth, the immune system, bowels, bladder, neurological, and circulatory functions.

3. The impairment must substantially limit a major life activity. The determination of whether an impairment substantially limits a major life activity requires an individualized assessment. An impairment does not have to prevent or significantly limit a major life activity to be considered “substantially limiting.” For instance, if a student has a visual impairment that can be fully corrected by the use of ordinary eyeglasses or contact lenses, it will not be considered.

In general, a 504 plan should include the following elements, all tailored to the child’s individual needs:

- Specific accommodations, supports or services
- Names of the school professional that will provide each service
- The name of the person responsible for ensuring the 504 plan is implemented

Differences between a 504 Plan and an IEP

504 Plan	IEP
The 504 plan offers all children with disabilities equal access to an education. Section 504 defines “disability” in very broad terms. That’s why children who aren’t eligible for an IEP may qualify for a 504 plan.	<ul style="list-style-type: none">• The IEP is only for children who qualify for special education services.• The individualized program must meet each child’s unique needs.• It must provide educational benefit.
The 504 is documented in a written plan.	The IEP documents contain very specific language and parts such as goals and objectives that are not included in the 504.
Specific timelines for the 504 do not exist.	Timelines for an IEP are very specific and important.
There are no requirements stating who must attend the 504 plan meeting.	There are a minimum number of IEP participants required, and they are defined by law as the parent, an administrator, general education teacher, special education teacher, expert who can interpret evaluation results, and the student if appropriate.
Reports of noncompliance and the request for a hearing are made to the Office for Civil Rights.	Reports of noncompliance and the request for due process are made to the State’s Department of Education, Office of Administrative Hearings.
The 504 does not offer as many specific	IEP specific procedural safeguards include, but

procedural safeguards as the IEP.	are not limited to: <ul style="list-style-type: none"> • the right to request an independent assessment at public expense • the student may “stay put” until a dispute is resolved
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For additional information about IEPs and 504 Plans, please speak with a school administrator, psychologist, counselor, or reference the Special Education binder in the office.

SUMMER PROGRAMS

AIM School students participate in various academic programs during the summer.

I. Summer School. Students attend summer school for three weeks from June to July. This extended school year provides each student with a better chance for academic success.

II. Johns Hopkins Center for Talented Youth (CTY). We believe strongly that the focus of the summer program at Johns Hopkins University’s Center for Talented Youth (CTY) meshes perfectly with AIM Schools’ own emphasis: rigorous academics. In order to gain admission to the program, students must take the SAT beginning in the 7th grade and score high enough to meet CTY’s challenging standards.

IV. UC Berkeley’s Academic Talent Development Program (ATDP). Students in this rigorous program are able to experience the challenges of college academia while gaining access to a diverse group of professors, mentors, and other students. In order to earn admission to the program, students must demonstrate high academic achievement and meet ATDP’s high standards.

SUMMER SCHOOL

Many of our students lose a great deal of their academic gains during the summer. Therefore, all AIMS students must successfully complete an approved academic summer school program or course of study. Participation in a non-AIMS summer program must be approved by the Head of Schools.

SECTION 4:

A CULTURE OF ACCOUNTABILITY

THE BASICS

1. All students and parents must sign a Student Contract and Dress Code agreeing to follow the rules and regulations at American Indian Model Schools. See Appendix for Student Contract and Dress Code.
2. At AIMS we analyze and test all students to ability group for mathematics. A student's state and national test results are used to gauge the accuracy of achievement displayed in the classroom.
3. State testing is held one week after staff and students return from Spring Break. There are no field trips until after state testing in grades 3-12. Students who have poor academic and/or behavioral standing may not attend field trips, with additional consideration given and exceptions made for special education students.
4. Progress reports are sent home every three weeks for students with a grade of "C-" or lower. Report cards are distributed every nine weeks for all grades. Administrators must sign off on all student progress reports and report cards before they are sent home.
5. Students are informed of their academic progress and the school's academic progress continuously. Students are expected to set academic goals and work toward them.
6. We demand hard work and high academic expectations from all employees and students.

STUDENT CONDUCT

- ✓ Students must come to school on time and be prepared.
- ✓ Teachers will issue hall passes to students if they need to leave the room. However, students are to remain in class at all times unless they have gotten approval from their teacher to leave.
- ✓ All students and teachers are expected to actively participate in all classes, assemblies, and performances unless otherwise excused.
- ✓ Students are not allowed to disrupt class or other school activities.
- ✓ The school must be kept clean. Trash must go in the trash containers; recyclable materials must go in the proper bins.
- ✓ Textbooks and other school materials will be numbered and signed out to the student by the teacher. The condition of the book will be noted, and books must be returned in the same condition with no defacing marks, writing, stains, or missing parts. The students

and the families will pay for excessive or unnecessary damage, or loss of materials. Materials should be returned to the designated area when not in use.

- ✓ Students are responsible for taking care of their own belongings, school work, and supplies. Personal electronic devices such as games, audio devices, pagers, cell phones, etc., are not permitted. These devices will be confiscated and held until the end of the school day, or until picked up by a parent/guardian. AIMS is not responsible for lost or stolen items.
- ✓ Respect for the belongings of others is essential. Stealing is cause for disciplinary action and possible reporting to legal authorities.
- ✓ Any student who uses, sells, or possesses narcotics, alcohol, and/or weapons is subject to disciplinary action. Should any weapons, drugs, or alcohol be found, those items will be confiscated immediately and the appropriate action will be taken. Guardians will be notified and families may be referred for counseling. The Head of School or designee will immediately follow up on any reports of use or possession of these items. A report may be filed with the Oakland Police Department.
- ✓ Students are expected to display appropriate respect for adults and peers and may not use profanity.
- ✓ No food, gum, or beverages are allowed in any classroom or near any computers.

CODE OF ACADEMIC INTEGRITY

Integrity and ethical behavior are expected of every student in all academic work. Conduct prohibited by this Code consists of all forms of academic dishonesty, including, but not limited to plagiarism and cheating.

Cheating is intentionally using or attempting to use unauthorized materials, information, notes, study aids or other devices in any academic exercise. This definition includes unauthorized communication of information during an academic exercise. Typical examples include: copying from another student's paper or receiving unauthorized assistance during a quiz, test or examination; using books, notes or other devices (e.g., calculators, smart phones) when these are not authorized; procuring without authorization tests or examinations before the scheduled exercise; copying reports, laboratory work, computer programs or files and the like from other students. Intentionally or knowingly helping or attempting to help another to commit an act of academic dishonesty is also cheating.

Plagiarism is typically described as duplication of another's work without full acknowledgement of the debt to the original source; however, it also includes any of the following:

1. Direct duplication by copying (or allowing to be copied) another's work, whether from a book, article, Web site, another student's assignment, etc.;
2. Duplication in any manner of another's work during an exam;

3. Paraphrasing of another's work closely, with minor changes but with the essential meaning, form and/or progression of ideas maintained;
4. Piecing together sections of the work of others into a new whole;
5. Submitting one's own work which has already been submitted for assessment purposes in another subject; and/or,
6. Producing assignments in conjunction with other people (e.g. another student, tutor), which should be your own independent work.

Students are responsible for clarifying expectations and following the Code with all assignments and in all disciplines. Cheating results in a loss of integrity on the part of the individual committing the act and on the educational process that is undermined by the act of cheating. It is a violation of the Code of Academic Integrity for any student to attempt to gain an unfair advantage over another student by unfair or dishonest means. If you are unclear about an assignment, the methodology for the same or the permissible bounds of assistance for completing your work please speak to your teacher(s) and ask for clarification.

If evidence supports a finding that a student has engaged in misconduct, the school will impose sanctions after considering the seriousness of the misconduct, the student's state of mind, and the harm done to the school and to other students. Multiple violations of this Code may subject students to additional sanctions, up to and including expulsion.

STUDENT BEHAVIOR MANAGEMENT

Students must take responsibility for their own actions. The following forms of behavior management will be applied to students who violate rules or standards of conduct. Efforts will be made to fit consequences to actions and to work with families to assist students in meeting expectations. The student's previous disciplinary history will be considered. The school's goal is to provide a safe and harmonious learning environment for all of our students. A safe and orderly school environment allows our students to maximize their learning. If a student violates a standard of conduct (insubordination, cursing, acting disrespectfully, etc.) or disrupts the learning environment, a meeting will occur between the teacher and student to address the issue and a consequence will be issued. A second incident involving prohibited behavior will result in a meeting that includes the student, parent, teacher and Head of School or designee. If necessary, an action plan for the student's behavior improvement will be created.

Forms of Behavior Management

1. Warning
2. Behavior Contract
3. Parent Conference
4. Counseling
5. Loss of privileges (dances, extracurricular activities, etc.)
6. Sending a student to another classroom for a limited period of time.
7. Additional required hours at school: detention or Saturday School.

8. Additional school work: extra homework, writing lines or copying materials, additional study/review.
9. Community Service: Clean, organize; take out trash, sweep, etc.
10. Communication tools: Students write letters of apology regarding their behavior to their families.
11. Confiscation of prohibited items
12. Police Notification
13. Suspension or Expulsion
14. Any other form of discipline must be approved by the Head of Schools or designee.

HOMEWORK

AIMS believes homework is a great opportunity to form good work habits and to create connections between home and school. Teachers will assign homework on a daily basis to reinforce or extend concepts learned in class. It must be completed in full and turned in on time. If homework is not completed, students must stay one hour after school the following day. Parents should survey their student(s) periodically to determine how much time they are spending on their homework, and notify the teacher if they feel the amount/difficulty is not appropriate. The following is the average amount of time that students should spend for daily homework completion at each grade level:

- a. 30 minutes for K – 2nd
- b. 45 minutes for 3rd
- c. 1 hour for 4th and 5th
- d. 1 hour and 15 minutes for 6th
- e. 1 hour and 30 minutes for 7th
- f. 1 hour and 45 minutes for 8th
- g. 2 hours for 9th
- h. 2 hours and 30 minutes for 10th, 11th, and 12th grades.

GRADING SCALES

Report cards are issued every nine (9) weeks. Progress reports are issued every three (3) weeks to students who have a C- or lower in any subject. Grades are compiled from daily classroom participation, homework, tests pertaining to subject matter, and project work. Report card grades will reflect the effort and work students put forth in these areas.

K- 2nd Grade Reading Scores

Grade	Fluency Scores	Comprehension Level
E	Above Grade Level WPM	Exceeding Common Core expectations per grade level
P	K 60-74 WPM 1 st 75-100 WPM 2 nd 101-120 WPM	Meeting Common Core expectations per grade level
B	Below Grade Level WPM	Not meeting Common Core expectations per grade level

K- 2nd Grade Math Scores

Grade	Fluency Scores
E	Exceeding mastery of CCSS on AIMS pacing guide
P	Meeting mastery of CCSS on AIMS pacing guide
B	Not meeting mastery of CCSS on AIMS pacing guide

3rd- 8th Grade

Grade	Score	Grade Points
A	94-100	4.00
A-	90-93	3.67
B+	88 – 89	3.33
B	84 – 87	3.00
B-	80 – 83	2.67
C+	78 – 79	2.33
C	74 – 77	2.00
C-	70 – 73	1.67
D+	68 – 69	1.33
D	64 – 67	1.00
D-	60 – 63	0.67
F	59 and below	0.00
<i>No "A+" Grade</i>		

High School

Percentage	Grade	Points	Points for Honors/AP/College Courses
94-100	A	4.0	5.0
90-93	A-	3.67	4.67
88-89	B+	3.33	4.33
84-87	B	3.0	4.0
80-83	B-	2.67	3.67
78-79	C+	2.33	3.33
74-77	C	2.0	3.0
70-73	C-	1.67	2.67
68-69	D+	1.33	2.33
64-67	D	1.0	2.0
60-63	D-	0.67	1.67
0-59	F	0.0	0.0

STANDARDIZED ASSESSMENTS

1. The American Indian Model Schools embraces student testing and the No Child Left Behind Act, 2002. We do not believe tests discriminate. Students who are prepared with core academics will succeed.
2. AIPCS and AIPCS II students take the following exams: Benchmark Assessments, State Testing (2nd – 8th grade), CELDT (English Language Learners), American Mathematics Competition–AMC (select 6th – 8th graders), SAT (select 7th – 8th graders), and SCAT (select 6th graders).
3. AIPHS students will take the following exams: State Test (9th - 11th grade), California High School Exit Exam – CAHSEE (10th grade), PSAT (9th – 11th grade), SAT (11th -12th grade), ACT (11th -12th grade), SAT II (11th – 12th grade), CELDT (English Language Learners), Advanced Placement Exams – AP (9th – 12th grade), and American Mathematics Competition–AMC (9th – 12th grade).

STUDENT ATTENDANCE

Consistent school attendance is critical to our school's success. Being present for classroom instructional time is essential for students to reach their goals and achieve their dreams. Chronic absenteeism has been linked to an increased likelihood of poor academic performance, disengagement from school, and behavior problems. It is the intent of the Board to ensure that students attend school every day on time. All members of the AIM Schools family should take pride in the schools' attendance records. This attendance policy outlines the AIM Schools' procedures for attendance.

If a student will be absent, parents/guardians are responsible for calling the school on the day of the absence before 8:15 a.m. at (510) 893-8701. When the student returns, he/she must bring a written note explaining the absence/s.

Excused and Unexcused Absences

Absences are “excused” only when they are due to:

- Illness or medical, dental, optometric, or chiropractic appointment
- Family emergency
- Legal matter
- Religious holiday or ceremony
- Funeral services of an immediate family member (one day if the service is in California and not more than three days if the service is outside California).
- Work assignment for student who holds an entertainment work permit or who participates with a not-for-profit arts organization in a performance for a public school audience.
 - The law limits the number of excused absences for a child holding an entertainment work permit to five absences per school year, each of which may consist of up to five days. Cal. Ed. Code 48225.5.

All other absences are “unexcused” absences, even if the parent calls in to excuse it. Absences unverified after 3 school days will be recorded as unexcused.

Absences due to an illness exceeding 3 consecutive days require a note from a doctor or nurse excusing the absence AND specifying the amount of time excused. If no note is received, the absence is considered an unexcused absence.

Note: A student with an excused absence from school will be allowed to complete all assignments and tests missed during the absence that can be reasonably provided and, upon satisfactory completion within a reasonable period of time, shall be given full credit. The teacher of the class from which a student is absent will determine which tests and assignments shall be reasonably equivalent to, but not necessarily identical to, the tests and assignments that the student missed during the absence. If the work is not completed within a reasonable time, the student will receive no credit. Repeated absences that adversely affect a student’s academic performance may be considered in promotion decisions.

Attendance and Saturday School

Any student who misses a full day or a substantial amount of instructional minutes in any given day (for any reason) must attend Saturday school. The definition of “substantial amount” will be interpreted by the site administrator on a case-by-case basis but will include any student who misses more than two hours of school.

Tardies

When a student is tardy three (3) times within one month, the teacher will contact the parent/guardian to discuss the problem and try to resolve it. If the problem persists, the parent/guardian will receive a letter from the school outlining the dates the student was tardy, the

problems associated with tardiness, and a request to remedy the problem. If the problem continues to persist, the parent/guardian will be asked to attend a meeting with an administrator to determine what steps might be necessary to resolve the problem. If tardiness continues after meeting with an administrator, the parent/guardian may be referred to a Student Success Team meeting for resolution.

Truancy

Students shall be classified as truant if absent from school three (3) full days in one school year, without a valid excuse. Such students shall be reported to the Head of School or designee.

Any absence will result in a call home to the parent/guardian by the Office.

Upon reaching three (3) unexcused absences parent/guardian will receive the first "Truancy Notification" letter from the School. This letter must be signed by the parent/guardian and returned to the school.

Upon reaching four (4) unexcused absences, the parent/guardian will receive a second Truancy Notification letter and will be required to attend a meeting with the Head of School and classroom teacher to consider a plan for correcting the problem.

Upon reaching five (5) or more unexcused absences, the parent/guardian will receive a third Truancy Notification letter and will be required to meet with the Student Attendance Review Board (SARB). The SARB may include an administrator, Board member, classroom teacher, and support staff such as psychologist and or counselor. It is the School's intent to identify and remove all barriers to the student's success and will explore every possible option to address student attendance issues with the family. The SARB will discuss the absence problem with the parent/guardian to work on solutions, develop strategies, discuss appropriate support services for the student and his/her family, and establish a plan to resolve the attendance issue.

STUDENTS LEAVING CAMPUS

1. Students who are legitimately sick may call home to be picked up. Any student with a fever (temperature of 100 degrees or higher) should go home. Student complaining only of mild discomfort should be encouraged to stay for language arts and math. Often times, students will feel better after they use the restroom or eat lunch.
2. Students who need to leave school for a medical, dental, optometric, or chiropractic appointment must have a parent letter and must give it to the teacher in the morning. Students must have a note from the doctor upon return from the appointment. Parents should schedule appointments for after school when possible.
3. A reason for leaving the campus must be presented to the office by the parent, either in person or in writing.
4. Students may only leave campus accompanied by a parent/guardian.

DETENTION

1. Detention is held for one hour after school Monday through Friday.
2. If a student is issued a Detention Slip by a teacher, the student must have the slip signed and return it to the teacher the next day. A student will receive an additional detention if he or she does not return the signed detention slip the next day.
3. Students must report on time to the area where detention is being held. Any student who reports late will attend for the remainder of the detention that day and also serve an additional detention.
4. Students must sit quietly and remain quiet for the duration of the detention period. They are not permitted to talk and must complete work. If students talk or misbehave, they should be assigned another detention.
5. Students must attend detention on the assigned date. Teachers will not accept excuses or schedule detentions at a student's convenience. That defeats the purpose of detention.
6. Teachers can have students serve morning detention if they choose, but must be present with the student(s).

SATURDAY SCHOOL

1. Saturday School is issued in the following circumstances:
 - a. Two detentions in one week = Saturday School
 - b. Absence = Saturday School
 - c. Absence from Saturday School=Two Saturday Schools
2. Saturday School is held once a month from 8:30 A.M. to 12:30 P.M.
3. Saturday School is run by administrators, but teachers may hold their own Saturday School with office approval.
4. Teachers submit a student-specific packet of 4 hours of work for attending students to complete in Saturday School.
5. Students may only work on homework after they have completed their assigned Saturday School work.

SUSPENSION & EXPULSION POLICY

All schools within the American Indian Model (AIM) school family (AIPCS, AIPCS II, and AIPHS) adhere to the following procedures with regard to student suspension and expulsion. Though the schools' administration is permitted a certain level of discretion in determining the appropriate disciplinary actions on a case-by-case basis, all schools operate within certain

parameters. Those parameters are outlined in this policy and are aligned with Section 48900 and 48915 of the California Education Code.

A pupil may be suspended or expelled for acts that are enumerated herein and related to a school activity or school attendance that occur at any time, including, but not limited to, any of the following:

1. While on school grounds.
2. While going to or coming from school.
3. During the lunch period whether on or off the campus.
4. During, or while going to or coming from, a school-sponsored activity.

Suspension/Discretionary Expulsion Conduct

- I. The Head of School may suspend from school or recommend for expulsion a pupil if he or she determines that the pupil has committed one of the following acts:
 - (A) Physical Injury or Violence: Caused, attempted to cause, or threatened to cause physical injury to another person; or willfully used force or violence upon another person, except in self-defense. A pupil who aids or abets in infliction of physical injury to another may be suspended but not expelled.
 - (B) Dangerous Object: Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of an object of this type, the pupil had obtained written permission to possess the item from the principal or the designee of the principal.
 - (C) Drugs or Alcohol: Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of a controlled substance, an alcoholic beverage, or an intoxicant of any kind.
 - (D) Look-Alike Substance: Unlawfully offered, arranged, or negotiated to sell a controlled substance, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to a person a replica substance.
 - (E) Robbery/Extortion: Committed or attempted to commit robbery or extortion.
 - (F) Property Damage/Vandalism: Caused or attempted to cause damage to school property or private property, including electronic files and databases.
 - (G) Theft: Stolen or attempted to steal school property or private property.
 - (H) Tobacco: Possessed or used tobacco, or products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets.

- (I) Obscenity/Profanity/Vulgarity: Committed an obscene act or engaged in habitual profanity or vulgarity.
- (J) Drug Paraphernalia: Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia.
- (K) Disruption/Defiance: Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.
- (L) Receipt of Stolen Property: Knowingly received stolen school property or private property.
- (M) Imitation Firearm: Possessed an imitation firearm. As used in this section, “imitation firearm “ means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- (N) Sexual Assault/Battery: Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.
- (O) Witness Harassment or Intimidation: Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.
- (P) Prescription Drug Soma: Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- (Q) Hazing: Engaged in, or attempted to engage in, hazing. For purposes of this subdivision, “hazing” means a method of initiation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this subdivision, “hazing” does not include athletic events or school-sanctioned events.
- (R) Bullying/Electronic: Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, as defined herein, directed specifically toward a pupil or school personnel.
 - 1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils directed toward one or more pupils or school personnel that has or can be reasonably predicted to have the effect of one or more of the following:

- a. Placing a reasonable pupil or school personnel in fear of harm to that pupil's or school personnel's person or property.
- b. Causing a reasonable pupil or school personnel to experience a substantially detrimental effect on his or her physical or mental health.
- c. Causing a reasonable pupil to experience substantial interference with his or her academic performance, or school personnel with his or her job performance.
- d. Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.

2) "Electronic act" means the creation and transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- a. A message, text, sound, or image.
- b. A post on a social network Internet Web site, including, but not limited to:
 - i. Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of bullying.
 - ii. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - iii. Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

3) "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

(S) Sexual Harassment. The pupil has committed sexual harassment. The harassing conduct must be considered by a reasonable person of the same gender as the

victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment.

- (T) Hate Violence. The pupil has caused, attempted to cause, threatened to cause, or participated in a "hate crime." "Hate crime" means a criminal act committed, in whole or in part, because of one or more of the following actual or perceived characteristics of the victim: disability, gender, nationality, race or ethnicity, religion, sexual orientation, or association with a person or group with one or more of these actual or perceived characteristics.
- (U) Harassment, Threats, or Intimidation. The pupil has intentionally engaged in harassment, threats, or intimidation, directed against a pupil or group of pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder, and invading the rights of that pupil or group of pupils by creating an intimidating or hostile educational environment.
- (V) Terroristic Threats: The pupil has made terroristic threats against school officials or school property, or both. For the purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school district property, or the personal property of the person threatened or his or her immediate family.

II. Parent/Guardian will be notified in all cases of violations.

III. Administration will determine punishment based upon the following criteria:

- (A) Seriousness of offense
- (B) Circumstances of situation
- (C) Student's prior discipline records
- (D) Any other extenuating circumstances

Suspension Procedures

1. The Heads of Schools are afforded a great deal of discretion by the AIM Schools Governance Board in determining appropriate punishments, unless a mandatory

expulsion offense is identified. Even if suspension is deemed appropriate, the Superintendent or Head of School may opt for supervised in-school suspension.

2. If the Head of Schools or designee determines that suspension is appropriate, a school employee shall make a reasonable effort to contact the pupil's parent or guardian in person or by telephone. Whenever a pupil is suspended from school, the parent or guardian shall be notified in writing of the suspension.
3. The Head of Schools or designee shall report the suspension of the pupil, including the cause therefore, to the Superintendent and AIMS governing board.
4. A parent conference will be scheduled to discuss the matter with the Head of Schools or designee. Whenever practical, the teacher or staff member who witnessed the offense will also be present. At this conference, the administration and the parent or guardian will discuss the causes, duration, school policy involved, and any other matters pertinent to the suspension.

Any pupil who is suspended for five days or fewer must complete all assignments and tests missed during the suspension within three school days of their return. Any pupil who is suspended for more than five days will have five school days after their return to complete all assignments and tests missed during suspension. Administration has the authority to lengthen the amount of time a pupil has to make-up his or her work, as appropriate in a given situation. Assignments submitted late will receive no credit.

Recommended Expulsion

The Head of Schools will recommend the expulsion of any pupil who commits any of the following acts at school or at a school activity off school grounds, unless he or she determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct:

1. Causing serious physical injury to another person, except in self-defense.
2. Possession of any knife or other dangerous object of no reasonable use to the pupil.
3. Unlawful possession of any controlled substance, except for either of the following:
 - a. The first offense for the possession of not more than one ounce of marijuana.
 - b. The possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil by a physician.
4. Robbery or extortion.
5. Assault or battery, as defined in Sections 240 and 242 of the Penal Code, upon any school employee.

Mandatory Expulsion

The Heads of School must immediately suspend and recommend expulsion of a pupil that he or she determines has committed any of the following acts at school or at a school activity off school grounds:

1. Possessing, selling, or otherwise furnishing a firearm. This subdivision applies to an act of possessing a firearm only if the possession is verified by an employee of the school. The act of possessing an imitation firearm is not an offense for which suspension or expulsion is mandatory but it is an offense for which suspension, or expulsion may be imposed.
2. Brandishing a knife at another person.
3. Unlawfully selling a controlled substance.
4. Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.
5. Possession of an explosive.

The governing board shall order a pupil expelled upon finding that the pupil committed an act requiring mandatory expulsion.

Recommended vs. Mandatory Expulsion

<i>Recommendation for expulsion</i>	<i>Mandatory Expulsion</i>
Causing serious physical injury to another person, except in self-defense.	Possessing, selling, or otherwise furnishing a firearm.
Possession of any knife or other dangerous object of no reasonable use to the pupil.	Brandishing a knife at another person.
Unlawful possession of a controlled substance.	Unlawfully selling a controlled substance.
Robbery or extortion.	Committing or attempting to commit a sexual Assault.
Assault or battery upon any school employee.	Possession of an explosive.

Administrative Procedures and Investigation of Pupil Offenses

1. Students who commit offenses that result in a recommendation for expulsion or mandatory expulsion, or whose conduct falls under "Suspension/Discretionary Expulsion" (excluding disruption or defiance) will be referred to the Head of Schools or designee. If a teacher observes disruptive or defiant conduct, the teacher will make a determination as to whether or not administrative intervention is required. Otherwise, they may follow the school's discipline policies to ensure proper student conduct.
2. To determine whether or not an offense meets the guidelines for suspension or expulsion, the Dean or Head of Schools will meet with the pupil and school employee who referred

the pupil for discipline. At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to respond. If an "emergency situation" exists, the pupil may be excluded from this meeting. "Emergency situation" means a situation determined by the Head of School or designee to constitute a clear and present danger to the life, safety, or health of pupils or school personnel. If a pupil is suspended without a conference before suspension, both the parent and the pupil shall be notified of the pupil's right to a conference.

3. Unless an offense results in a recommendation for expulsion or mandatory expulsion, as a matter of policy, American Indian Model Schools consider suspension and discretionary expulsion a punishment of last resort. Suspension and discretionary expulsion shall be imposed only when other means of correction fail to bring about proper conduct. Therefore, our schools will first consider the appropriateness of other disciplinary avenues before suspending or expelling a student.
4. If a pupil has committed a suspension-eligible offense, then the Head of Schools has the authority to recommend expulsion. Expulsion will be used as a tool of last resort for students whose conduct is so egregious that it is unlikely to be changed by any other means and whose behavior poses a threat to the safety of a member of the school community or significantly limits the ability of other students to effectively learn.
5. In addition to any school action, suspected criminal activity will be reported to the police and appropriate legal consequences may result.
6. For purposes of notification to parents, and for the reporting of expulsion or suspension offenses to the CDE, American Indian Model Schools will identify, by offense committed, in all appropriate records of a pupil each suspension or expulsion of that pupil.
7. American Indian Model Schools will notify the District of Residence within 30 days of all transfers, disciplinary or not. For all students who are expelled, the school will contact the District of Residence to notify them of the terms of the expulsion.

Expulsion Hearings and Process

1. The Superintendent decides whether or not to recommend expulsion to the Board.
2. Within 30 school days of a recommendation for expulsion, the Board will hold a hearing to determine if it is appropriate to expel the pupil. The pupil may request, in writing, a postponement of no more than 30 calendar days. Any additional postponement may only be granted at the discretion of the Board.
3. Within 10 school days after the conclusion of the hearing, the Board shall decide whether to expel the pupil.
4. If compliance by the Board with the time requirements for the conducting of an expulsion hearing under this subdivision is impracticable, the Superintendent may, for good cause,

extend the time period for the holding of the expulsion hearing for an additional 5 school days.

5. Written notice of the hearing shall be forwarded to the pupil at least 10 calendar days prior to the date of the hearing and shall include:
 - a. The date and place of the hearing.
 - b. A statement of the specific facts and charges upon which the proposed expulsion is based.
 - c. A copy of the disciplinary rules of the school district that relate to the alleged violation.
 - d. A notice of the parent, guardian, or pupil's obligation upon enrollment in another school district to inform the receiving school district of his or her status with the previous school.
 - e. Notice of the opportunity for the pupil or the pupil's parent or guardian to appear in person or to be represented by legal counsel or by a non-attorney adviser, to inspect and obtain copies of all documents to be used at the hearing, to confront and question all witnesses who testify at the hearing, to question all other evidence presented, and to present oral and documentary evidence on the pupil's behalf, including witnesses.
6. The Board shall conduct a hearing to consider the expulsion of a pupil in a session closed to the public, unless the pupil requests, in writing, at least five days before the date of the hearing, that the hearing be conducted at a public meeting. Regardless of whether the expulsion hearing is conducted in a closed or public session, the Board may meet in closed session for the purpose of deliberating and determining whether the pupil should be expelled.
7. A record of the hearing shall be made. The record may be maintained by any means, including electronic recording, so long as a reasonably accurate and complete written transcription of the proceedings can be made.
8. Technical rules of evidence shall not apply to the hearing, but relevant evidence may be admitted and given probative effect if it is the kind of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs. A decision of the Board to expel must be supported by substantial evidence showing that the pupil committed the act(s) of which he or she is accused.
9. The final action to expel a pupil shall be taken only by the Board in a public session. Written notice of any decision to expel or to suspend the enforcement of an expulsion order during a period of probation must be sent by the superintendent or his or her designee to the pupil or the pupil's parent or guardian.

10. The Board shall maintain a record of each expulsion, including the cause therefore. Records of expulsions shall be a non-privileged, disclosable public record. The expulsion order and the causes therefore shall be recorded in the pupil's mandatory interim record and shall be forwarded to any school in which the pupil subsequently enrolls upon receipt of a request from the admitting school for the pupil's school records.

Suspending an Expulsion Order

- The Board, upon voting to expel a pupil, may suspend the enforcement of the expulsion order for a period of not more than one calendar year and may, as a condition of the suspension of enforcement, assign the pupil to a school, class, or program that is deemed appropriate for the rehabilitation of the pupil. The rehabilitation program to which the pupil is assigned may provide for the involvement of the pupil's parent or guardian in his or her child's education in ways that are specified in the rehabilitation program. A parent or guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the pupil has satisfactorily completed the rehabilitation program.
- During the period of the suspension of the expulsion order, the pupil is deemed to be on probationary status. The Board may revoke the suspension of an expulsion order under this section if the pupil commits any of the acts designated as Suspension/Discretionary Expulsion Conduct or violates any of the school's rules and regulations governing pupil conduct. When the Board revokes the suspension of an expulsion order, a pupil may be expelled under the terms of the original expulsion order.
- Upon satisfactory completion of the rehabilitation assignment of a pupil, the Board shall reinstate the pupil and may also order the expungement of any or all records of the expulsion proceedings.

Readmission to the Charter

- An expulsion order shall remain in effect until the Board orders the readmission of a pupil. At the time an expulsion of a pupil is ordered for an act other than Mandatory Expulsion Conduct, the Board shall set a date, not later than the last day of the semester following the semester in which the expulsion occurred, when the pupil shall be reviewed for readmission. For a pupil who has been expelled for an act of Mandatory Expulsion Conduct, the Board shall set a date of one year from the date the expulsion occurred, when the pupil shall be reviewed for readmission, except that the Board may set an earlier date for readmission on a case-by-case basis.
- The Board shall recommend a plan of rehabilitation for the pupil at the time of the expulsion order, which may include, but not be limited to, periodic review as well as assessment at the time of review for readmission. The plan may also include recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs.

- Any pupil who has been expelled and who seeks readmission, must submit a request to the Superintendent in writing no more than 21 (but no less than 7) calendar days before the end of the term of the expulsion. In addition, the pupil must provide documentation that all conditions for rehabilitation set by the Board have been met.
- Upon completion of the readmission process, the Board shall readmit the pupil, unless the Board makes a finding that the pupil has not met the conditions of the rehabilitation plan or continues to pose a danger to campus safety or to other pupils or employees of the school. A description of the procedure shall be made available to the pupil and the pupil's parent or guardian at the time the expulsion order is entered.
- If the Board denies the pupil's request for readmission, the Board shall provide written notice to the expelled pupil and the pupil's parent or guardian describing the reasons for denying the pupil readmittance into the school.

APPENDIX

AIMS PARENT-STUDENT HANDBOOK ACKNOWLEDGEMENT

ALL STUDENTS AND PARENTS MUST READ THIS HANDBOOK AND FILL OUT AND RETURN THIS PORTION TO THEIR STUDENT'S CLASSROOM TEACHER WITHIN ONE WEEK OF RECEIPT.

I have received a copy of the AIMS Parent-Student Handbook. I read and understand its contents and I agree to follow the policies stated therein. I understand that my child's continued enrollment is contingent upon adherence to the policies and procedures outlined herein.

Student: _____ Date: _____

Parent: _____ Date: _____

Address: _____

Phone Number: _____

STUDENT CONTRACT
American Indian Model Schools: Grades K – 12
2015-2016 School Year

The following rules and regulations must be followed at American Indian Model Schools:

Respect Yourself:

1. Students must attend school each day on time. This includes extended year for grades K – 8 and summer intensive programs. This may also include CTY, ATDP, or any other program suggested by the school.
2. Students who miss five (5) days of school will be referred to the Student Attendance Review Board (SARB).
3. Students must make up absences during Saturday School.
4. Students who are tardy five (5) times or more during the semester must attend Saturday School.
5. Students who receive two (2) detentions in one week must attend Saturday School.
6. An absence from assigned Saturday School must be made up by attending two (2) Saturday Schools.
7. Students must complete all homework and classwork given by the teacher and submit the work to the teacher on time.
8. Students with excused absences from school (see Attendance Policy) will be allowed to complete all assignments and tests missed during the absence that can be reasonably provided and, upon satisfactory completion within a reasonable period of time, shall be given full credit. The teacher of the class from which a student is absent will determine which tests and assignments shall be reasonably equivalent to, but not necessarily identical to, the tests and assignments that the student missed during the absence. If the work is not completed within a reasonable time, the student will receive no credit.
9. Students may not use illegal drugs, alcohol, or tobacco.
10. Students may not have personal electronic devices (i.e. cell phones, laptops, iPads, music players, etc.) at school without permission. These devices may be confiscated for the remainder of the school day if seen, and if repeat violations occur, will be returned only to the student's parent or guardian.
11. Students must adhere to the school's dress code.

Respect Others:

12. Students will not use foul language, or participate in bullying, name-calling, or fighting.
13. Students will raise their hands to be heard and will not interrupt others.
14. Students will follow adult directions.

Respect the Facility:

15. Students must bring their own lunch to school.
16. Students cannot leave the school grounds or campus during the school day, except for an excused reason and with a parent/guardian signing them out.
17. In the case of an emergency, families must correspond with their student through the office. Students may not take phone calls on a personal device during the school day.
18. Students may not use bikes, skateboards, scooters, or cars on campus.
19. Students may not loiter on school grounds before or after school.
20. Students may not have food or drinks in the classroom without permission, with the exception of water, or in case of medical necessity.
21. All visitors must check in at the front office.
22. If a student misses school for an appointment, proof of the appointment may be requested and must be submitted to the office to excuse the absence.
23. Students must follow all pick-up/drop-off safety procedures set forth by the school. Upon dismissal, students must wait for their ride inside the school's gates.

For High School students (grades 9-12) only:

24. Any grade lower than a "C" (i.e., a "C-") is considered a failing grade.
25. Students who receive a grade of "C" or lower in a Merritt College or Laney College course will be dropped from the class. Those students will receive high school credit, provided they successfully pass the course, but will not receive college credit.
26. Students who receive lower than a "C" in an Advanced Placement (AP) course will be withdrawn from the course and enrolled into the non-AP equivalent. Students must pass the course with at least a "C".
27. Students who receive a grade lower than a "C" in core subjects must repeat those courses with a passing grade. Students are responsible for making sure that they enroll in, and retake the appropriate courses and should meet with the site administrator or administrative assistant to get approval for the classes.

28. Students are encouraged to seek acceptance to a four-year college or university prior to graduation.

29. Students who choose not to follow these rules will be subject to the school's disciplinary policies up to and including suspension and expulsion.

I agree to respect myself, others and the school facility by following these rules.

Student's Name (Print)

Student's Signature

Date

Parent's Signature

STUDENT DRESS CODE POLICY

All students at American Indian Model Schools in grades K – 12 must adhere to this dress code while on the school campus:

Top:

1. Students must wear a **WHITE** shirt with a **COLLAR**. The white collared shirts may be short-sleeved or long-sleeved.
2. The shirts must be completely **PLAIN** with no logos (other than the official AIMS logo), emblems, or designs of any kind.
3. Students may not wear colored shirts underneath their white shirts.
4. All shirts must be tucked in.
5. No halter tops, tank tops, midriff, or see-through shirts are permitted.

Bottom:

6. Students must wear **NAVY BLUE** or **KHAKI** pants that are completely **PLAIN** with no colorful designs or details (including stripes, patches, flashy stitching, etc.)
7. No jeans, denim, shorts, capri pants, leggings, jeggings, yoga pants, skinny jeans, athletic pants (sweatpants, nylon jogging pants, etc.), or tight fitting pants are permitted.
8. Skirts are permitted as long as they are below the knee.
9. Pants can have a maximum of four pockets: two in the front and two in the back. The pockets need to be near the waistline—not down the leg of the pants (i.e., cargo pants).
10. **NO SAGGING PANTS** will be permitted.
11. Students cannot rubber band the bottom of their pants.
12. Students wearing pants must wear a belt. Only black and brown leather belts are permitted.
13. Students may wear flesh-toned, white, or navy footed stockings or tights underneath skirts.

Sweaters/Sweatshirts:

14. All sweaters, sweatshirts and jackets must be plain white.

15. NO HOODS are allowed at any time.
16. A collared white shirt must be VISIBLE underneath the student's sweater or sweatshirt.

Accessories/Make-up:

17. Coloration of hair and artificial nails are not permitted.
18. No make-up may be worn, including lip-gloss and nail polish.
19. Jewelry is not permitted and will be confiscated until the end of the school day if worn. This includes watches.
20. Students may not wear sunglasses, hats, headbands, bandanas, beanies, colorful hair ties, ribbons, or anything with bright color in their hair. Simple barrettes, clips, and elastic hair ties that are black, brown, or white are permitted.
21. Scarves worn for religious purposes must be black, khaki, white, or navy in color.
22. Colorful socks should not be visible.
23. HOODS are never allowed. On rainy days, students may use an umbrella.
24. On cold days students may wear a plain white scarf. Scarves must be removed during class.

Shoes:

25. Students may not wear colorful laces on their shoes.
26. Students may not wear flip-flops, sandals, high heels, fur boots, or shoes that may be distracting to the educational environment.
27. Shoes must be solid black or white.

Exceptions to this policy will be made based on medical needs or religious beliefs.

I agree to respect myself, others and the school facility by following this Dress Code.

Student's Name (Print)

Student's Signature

Date

I agree to require my student to follow this Dress Code.

Parent's Signature

American Indian Model Schools

PARENT PERMISSION FORM FOR PUBLISHING STUDENT PHOTOGRAPHS AND STUDENT WORK ON THE CHARTER SCHOOL WEBSITE AND IN CHARTER-RELATED PUBLICATIONS

Student Name (please print) _____

Homeroom Teacher (please print) _____

Grade _____

I understand that my child's photograph and class work could appear on the American Indian Model Schools ("Charter") websites and publications throughout the year and that any such publication is not for profit and neither my child nor my family will be compensated for any such use.

I understand that no last names, home addresses, email addresses, or telephone numbers will appear with any photograph or published work. Students will only be identified by first name.

I also understand that the American Indian Model Schools has no control over non-Charter media sources and their use of my child's likeness, name or photograph.

Please check all that apply and sign below.

Subject to the above conditions, do you grant permission for the publishing of the student's photograph and/or student work done by the child named above on the American Indian Model Schools website and any Charter-related publications?

_____ YES _____ NO

Do you grant permission for the Charter to release the student's photograph and/or student work done by the child named above to local area newspapers, understanding that such newspapers may print your student's name in full along with any such photographs and/or student work, and that the Charter has no control over non-Charter media sources and their use of your child's likeness, name, or photograph?

_____ YES _____ NO

Parent/Guardian Signature _____ Date _____

Student Signature _____ Date _____

Please return this form to your Homeroom Teacher.



APPENDIX L





American Indian Model Schools
Oakland, CA

Admission Policy

ADMISSIONS & ENROLLMENT PRACTICES AND POLICIES

OVERVIEW

AIM Schools are nonsectarian in its programs, admissions policies, employment practices, and all other operations. We do not charge tuition. We do not discriminate against any student on the basis of ethnic background, national origin, gender, or disability. We admit all California students who wish to enroll in grades K through 12 without regard to the residence of the pupil, subject only to the capacity of the school. All AIM Schools will have an open admission policy.

Per Education Code Section 47605 (2) (B), applicants are subject to a public random lottery if there are more applicants than capacity to accommodate all applicants as stated: "... if the number of pupils who wish to attend the charter school exceeds the school's capacity, attendance, except for existing pupils of the charter school, shall be determined by a public random drawing. Preference shall be extended to pupils currently attending the charter school and pupils who reside in the district except as provided for in Section 47614.5. Other preferences may be permitted by the chartering authority on an individual school basis and only if consistent with the law."

As stated in the AIM Schools charter: "In event applicants exceed the school's enrollment capacity, a public random lottery will be implemented."

PREFERENCE

Per our agreement with the charter authorizer, preference is given first to current students, then to siblings of current students, then to all other students living in the jurisdiction of OUSD, and then to those living outside the jurisdiction of OUSD.

REGISTRATION

- 1) *Registration* forms will be available **early November*** of the prior academic school year, accessible online at <http://www.aimschools.org>.
- 2) Deadline for registration and to be considered for the lottery will be **mid-February*** of the prior academic school year. All registration forms must be submitted on-line and incomplete registrations will not be processed.
- 3) Applicant information will be divided in individual school's Google spreadsheet per grade and in order that the registration forms were received.
- 4) If necessary, a lottery will be held **early March*** of the prior academic school year at one of the AIM Schools campus.
 - a) Students who are not chosen in the public random lottery will be placed on the waitlist in the order their completed registrations were received.

* Specific dates are contingent on Board and Director approval. To have a better understanding of timeline, please refer to dates in previous academic school years.

Updated 1/28/16

- 5) Notification of admission or of placement on the waitlist will be mailed by **mid-March*** of the prior academic school year to all students who submitted their completed applications by the deadline.
- a) All grade waitlists will be compiled on a Google spreadsheet with the applicants' information by the administrative assistant.
- 6) Admitted applicants must confirm their spot in AIM Schools **within one week** after receiving notification of admission. Applicants who do not confirm by the deadline will forfeit their spot in the school. They will be notified by mail.

ENROLLMENT

In order to be considered for enrollment, admitted students must fill out a *Supplemental Enrollment Packet* and provide the requested documentation by a set deadline **early-April***. The *Supplemental Enrollment Packet* must be complete in order to be processed.

POST-LOTTERY REGISTRATION AND ENROLLMENT

If available spaces are to be filled after the registration deadline, students and families will be contacted by phone in the order their registrations were received/position on the waitlist in order to determine interest in enrollment. If an applicant is contacted but does not respond **within one week**, they will be considered as uninterested in enrolling and will be labeled as such.

If a waitlisted applicant is no longer interested in enrolling in an AIM school, their information must remain in the waitlist Google spreadsheet but noted as no longer interested. If an applicant is enrolled, their information must remain in the waitlist Google spreadsheet and noted as enrolled. This is for accountability purposes and in order to ensure proper admissions practice.

We will accept registration forms from any students throughout the academic year to be placed on the waitlist (if there is one) or to be enrolled if there is an open spot and no waitlist.

* Specific dates are contingent on Board and Director approval. To have a better understanding of timeline, please refer to dates in previous academic school years.

APPENDIX M



SUSPENSION & EXPULSION POLICY

The following procedures are established with regard to student suspension and expulsion. Though the school's administration is permitted a certain level of discretion in determining the appropriate disciplinary actions on a case-by-case basis, the school operates within certain parameters. Those parameters are outlined in this policy.

A pupil may be suspended or expelled for acts that are enumerated herein and related to a school activity or school attendance that occur at any time, including, but not limited to, any of the following:

1. While on school grounds.
2. While going to or coming from school.
3. During the lunch period whether on or off the campus.
4. During, or while going to or coming from, a school-sponsored activity.

Suspension/Discretionary Expulsion Conduct

- I. The Head of School may suspend from school or recommend for expulsion a pupil if he or she determines that the pupil has committed one of the following acts:
 - A. Physical Injury or Violence: Caused, attempted to cause, or threatened to cause physical injury to another person; or willfully used force or violence upon another person, except in self-defense. A pupil who aids or abets in infliction of physical injury to another may be suspended but not expelled.
 - B. Dangerous Object: Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of an object of this type, the pupil had obtained written permission to possess the item from the principal or the designee of the principal.
 - C. Drugs or Alcohol: Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of a controlled substance, an alcoholic beverage, or an intoxicant of any kind.
 - D. Look-Alike Substance: Unlawfully offered, arranged, or negotiated to sell a controlled substance, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to a person a replica substance.
 - E. Robbery/Extortion: Committed or attempted to commit robbery or extortion.
 - F. Property Damage/Vandalism: Caused or attempted to cause damage to school property or private property, including electronic files and databases.
 - G. Theft: Stolen or attempted to steal school property or private property.

- H. Tobacco: Possessed or used tobacco, or products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets.
- I. Obscenity/Profanity/Vulgarity: Committed an obscene act or engaged in habitual profanity or vulgarity.
- J. Drug Paraphernalia: Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia.
- K. Disruption/Defiance: Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.
- L. Receipt of Stolen Property: Knowingly received stolen school property or private property.
- M. Imitation Firearm: Possessed an imitation firearm. As used in this section, "imitation firearm" means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- N. Sexual Assault/Battery: Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.
- O. Witness Harassment or Intimidation: Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.
- P. Prescription Drug Soma: Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- Q. Hazing: Engaged in, or attempted to engage in, hazing. For purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this subdivision, "hazing" does not include athletic events or school-sanctioned events.
- R. Bullying/Electronic: Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, as defined herein, directed specifically toward a pupil or school personnel.

1. "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils directed toward one or more pupils or school personnel that has or can be reasonably predicted to have the effect of one or more of the following:
 - a. Placing a reasonable pupil or school personnel in fear of harm to that pupil's or school personnel's person or property.
 - b. Causing a reasonable pupil or school personnel to experience a substantially detrimental effect on his or her physical or mental health.
 - c. Causing a reasonable pupil to experience substantial interference with his or her academic performance, or school personnel with his or her job performance.
 - d. Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.
2. "Electronic act" means the creation and transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - . A message, text, sound, or image.
- a. A post on a social network Internet Web site, including, but not limited to:
 - i. Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of bullying.
 - i. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - i. Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
3. "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in

conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

s. Sexual Harassment. The pupil has committed sexual harassment. The harassing conduct must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment.

t. Hate Violence. The pupil has caused, attempted to cause, threatened to cause, or participated in a "hate crime." "Hate crime" means a criminal act committed, in whole or in part, because of one or more of the following actual or perceived characteristics of the victim: disability, gender, nationality, race or ethnicity, religion, sexual orientation, or association with a person or group with one or more of these actual or perceived characteristics.

u. Harassment, Threats, or Intimidation. The pupil has intentionally engaged in harassment, threats, or intimidation, directed against a pupil or group of pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of that pupil or group of pupils by creating an intimidating or hostile educational environment.

v. Terroristic Threats: The pupil has made terroristic threats against school officials or school property, or both. For the purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school district property, or the personal property of the person threatened or his or her immediate family.

II. Parent/Guardian will be notified in all cases of violations.

III. Administration will determine punishment based upon the following criteria:

Seriousness of offense

A. Circumstances of situation

B. Student's prior discipline records

C. Any other extenuating circumstances

Suspension Procedures

5. The Heads of Schools are afforded a great deal of discretion by the AIM Schools Governing Board in determining appropriate punishments, unless a mandatory expulsion offense is identified. Even if suspension is deemed appropriate, the Superintendent or Head of School may opt for supervised in-school suspension.
6. If the Head of Schools or designee determines that suspension is appropriate, a school employee shall make a reasonable effort to contact the pupil's parent or guardian in person or by telephone. Whenever a pupil is suspended from school, the parent or guardian shall be notified in writing of the suspension.
7. The Head of Schools or designee shall report the suspension of the pupil, including the cause therefore, to the Superintendent and AIMS Governing Board.
8. A parent conference will be scheduled to discuss the matter with the Head of Schools or designee. Whenever practical, the teacher or staff member who witnessed the offense will also be present. At this conference, the administration and the parent or guardian will discuss the causes, duration, school policy involved, and any other matters pertinent to the suspension.

Any pupil who is suspended for five days or fewer must complete all assignments and tests missed during the suspension within three school days of their return. Any pupil who is suspended for more than five days will have five school days after their return to complete all assignments and tests missed during suspension. Administration has the authority to lengthen the amount of time a pupil has to make-up his or her work, as appropriate in a given situation. Assignments submitted late will receive no credit.

4. Recommended Expulsion

The Head of Schools will recommend the expulsion of any pupil who commits any of the following acts at school or at a school activity off school grounds, unless he or she determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct:

1. Causing serious physical injury to another person, except in self-defense.
2. Possession of any knife or other dangerous object of no reasonable use to the pupil.
3. Unlawful possession of any controlled substance, except for either of the following:
 - a. The first offense for the possession of not more than one ounce of marijuana.
 - b. The possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil by a physician.

4. Robbery or extortion.
5. Assault or battery, as defined in Sections 240 and 242 of the Penal Code, upon any school employee.

2. Mandatory Expulsion

The Heads of School must immediately suspend and recommend expulsion of a pupil that he or she determines has committed any of the following acts at school or at a school activity off school grounds:

1. Possessing, selling, or otherwise furnishing a firearm. This subdivision applies to an act of possessing a firearm only if the possession is verified by an employee of the school. The act of possessing an imitation firearm is not an offense for which suspension or expulsion is mandatory but it is an offense for which suspension, or expulsion may be imposed.
2. Brandishing a knife at another person.
3. Unlawfully selling a controlled substance.
4. Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.
5. Possession of an explosive.

The Governing Board shall order a pupil expelled upon finding that the pupil committed an act requiring mandatory expulsion.

6. Recommended vs. Mandatory Expulsion

<i>Recommendation for expulsion</i>	<i>Mandatory Expulsion</i>
Causing serious physical injury to another person, except in self-defense.	Possessing, selling, or otherwise furnishing a firearm.
Possession of any knife or other dangerous object of no reasonable use to the pupil.	Brandishing a knife at another person.
Unlawful possession of a controlled substance.	Unlawfully selling a controlled substance.
Robbery or extortion.	Committing or attempting to commit a sexual assault.
Assault or battery upon any school employee.	Possession of an explosive.

7. Administrative Procedures and Investigation of Pupil Offenses

1. Students who commit offenses that result in a recommendation for expulsion or mandatory expulsion, or whose conduct falls under "Suspension/Discretionary Expulsion" (excluding disruption or defiance)

will be referred to the Head of Schools or designee. If a teacher observes disruptive or defiant conduct, the teacher will make a determination as to whether or not administrative intervention is required. Otherwise, they may follow the school's discipline policies to ensure proper student conduct.

2. To determine whether or not an offense meets the guidelines for suspension or expulsion, the Dean or Head of Schools will meet with the pupil and school employee who referred the pupil for discipline. At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to respond. If an "emergency situation" exists, the pupil may be excluded from this meeting. "Emergency situation" means a situation determined by the Head of School or designee to constitute a clear and present danger to the life, safety, or health of pupils or school personnel. If a pupil is suspended without a conference before suspension, both the parent and the pupil shall be notified of the pupil's right to a conference.
3. Unless an offense results in a recommendation for expulsion or mandatory expulsion, as a matter of policy, American Indian Model Schools consider suspension and discretionary expulsion a punishment of last resort. Suspension and discretionary expulsion shall be imposed only when other means of correction fail to bring about proper conduct. Therefore, our schools will first consider the appropriateness of other disciplinary avenues before suspending or expelling a student.
4. If a pupil has committed a suspension-eligible offense, then the Head of Schools has the authority to recommend expulsion. Expulsion will be used as a tool of last resort for students whose conduct is so egregious that it is unlikely to be changed by any other means and whose behavior poses a threat to the safety of a member of the school community or significantly limits the ability of other students to effectively learn.
5. In addition to any school action, suspected criminal activity will be reported to the police and appropriate legal consequences may result.
6. For purposes of notification to parents, and for the reporting of expulsion or suspension offenses to the CDE, American Indian Model Schools will identify, by offense committed, in all appropriate records of a pupil each suspension or expulsion of that pupil.
7. American Indian Model Schools will notify the District of Residence within 30 days of all transfers, disciplinary or not. For all students who are expelled, the school will contact the District of Residence to notify them of the terms of the expulsion.

8. Expulsion Hearings and Process

1. The Superintendent decides whether or not to recommend expulsion to the Board.
2. Within 30 school days of a recommendation for expulsion, the Board or its designee will hold a hearing to determine if it is appropriate to expel the pupil. The pupil may request, in writing, a postponement of no more than 30 calendar days. Any additional postponement may only be granted at the discretion of the Board or its designee.
3. Within 10 school days after the conclusion of the hearing, the Board shall decide whether to expel the pupil based on the record of the hearing, including the evidence presented.
4. If compliance by the Board or its designee with the time requirements for the conducting of an expulsion hearing under this subdivision is impracticable, the Superintendent may, for good cause, extend the time period for the holding of the expulsion hearing for an additional 5 school days.
5. Written notice of the hearing shall be forwarded to the pupil at least 10 calendar days prior to the date of the hearing and shall include:
 - a. The date and place of the hearing.
 - b. A statement of the specific facts and charges upon which the proposed expulsion is based.
 - c. A copy of the disciplinary rules of the school district that relate to the alleged violation.
 - d. A notice of the parent, guardian, or pupil's obligation upon enrollment in another school district to inform the receiving school district of his or her status with the previous school.
 - e. Notice of the opportunity for the pupil or the pupil's parent or guardian to appear in person or to be represented by legal counsel or by a non-attorney adviser, to inspect and obtain copies of all documents to be used at the hearing, to confront and question all witnesses who testify at the hearing, to question all other evidence presented, and to present oral and documentary evidence on the pupil's behalf, including witnesses.
6. The Board or its designee shall conduct a hearing to consider the expulsion of a pupil. Regardless of whether the expulsion hearing is conducted by the Board or its designee, the Board may meet in closed session for the purpose of deliberating and determining whether the pupil should be expelled.

7. A record of the hearing shall be made. The record may be maintained by any means, including electronic recording, so long as a reasonably accurate and complete written transcription of the proceedings can be made.
8. Technical rules of evidence shall not apply to the hearing, but relevant evidence may be admitted and given probative effect if it is the kind of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs. A decision of the Board to expel must be supported by substantial evidence showing that the pupil committed the act(s) of which he or she is accused.
9. The final action to expel a pupil shall be taken only by the Board. Written notice of any decision to expel or to suspend the enforcement of an expulsion order during a period of probation must be sent by the superintendent or his or her designee to the pupil or the pupil's parent or guardian.
10. The Board shall maintain a record of each expulsion, including the cause therefore. The expulsion order and the causes therefore shall be recorded in the pupil's mandatory interim record and shall be forwarded to any school in which the pupil subsequently enrolls upon receipt of a request from the admitting school for the pupil's school records.

9. Suspending an Expulsion Order

- The Board, upon voting to expel a pupil, may suspend the enforcement of the expulsion order for a period of not more than one calendar year and may, as a condition of the suspension of enforcement, assign the pupil to a school, class, or program that is deemed appropriate for the rehabilitation of the pupil. The rehabilitation program to which the pupil is assigned may provide for the involvement of the pupil's parent or guardian in his or her child's education in ways that are specified in the rehabilitation program. A parent or guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the pupil has satisfactorily completed the rehabilitation program.
- During the period of the suspension of the expulsion order, the pupil is deemed to be on probationary status. The Board may revoke the suspension of an expulsion order under this section if the pupil commits any of the acts designated as Suspension/Discretionary Expulsion Conduct or violates any of the school's rules and regulations governing pupil conduct. When the Board revokes the suspension of an expulsion order, a pupil may be expelled under the terms of the original expulsion order.
- Upon satisfactory completion of the rehabilitation assignment of a pupil, the Board shall reinstate the pupil and may also order the expungement of any or all records of the expulsion proceedings.

10. Readmission to the Charter

- An expulsion order shall remain in effect until the Board or its designee authorizes the readmission of a pupil. At the time an expulsion of a pupil is ordered for an act other than Mandatory Expulsion Conduct, the Board shall set a date, not later than the last day of the semester following the semester in which the expulsion occurred, when the pupil shall be reviewed for readmission. For a pupil who has been expelled for an act of Mandatory Expulsion Conduct, the Board shall set a date of one year from the date the expulsion occurred, when the pupil shall be reviewed for readmission, except that the Board may set an earlier date for readmission on a case-by-case basis.
- The Board or its designee shall recommend a plan of rehabilitation for the pupil at the time of the expulsion order, which may include, but not be limited to, periodic review as well as assessment at the time of review for readmission. The plan may also include recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs.
- Any pupil who has been expelled and who seeks readmission, must submit a request to the Superintendent in writing no more than 21 (but no less than 7) calendar days before the end of the term of the expulsion. In addition, the pupil must provide documentation that all conditions for rehabilitation set by the Board or its designee have been met.
- Upon completion of the readmission process, the Board or its designee shall readmit the pupil, unless the Board or its designee makes a finding that the pupil has not met the conditions of the rehabilitation plan or continues to pose a danger to campus safety or to other pupils or employees of the school. A description of the procedure shall be made available to the pupil and the pupil's parent or guardian at the time the expulsion order is entered.
- If the Board or its designee denies the pupil's request for readmission, the Board or its designee shall provide written notice to the expelled pupil and the pupil's parent or guardian describing the reasons for denying the pupil re-admittance into the school.

Pupils with Disabilities

In the case of a special education pupil, or a pupil who receives 504 accommodations, the 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 Superintendent or his/her designee 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 pupil'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 pupil's misconduct was not caused by or had direct and substantial relationship to the pupil'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 pupil may be expelled.

Periodic Review of this Policy

In adopting this policy, the school has reviewed the offenses for which pupils must or may be suspended or expelled in non-charter public schools, including Education Code section 48900. In approving this policy, the Governing Board has considered the school's history of operation since its opening and determined that the list of offenses and procedures stated herein provide adequate safety for pupils, staff, and visitors to the school and serve the best interests of the school's pupils and their parents (guardians).

The Governing Board, with input from the Superintendent, will periodically, but not less than annually, review this policy and (as necessary) adopt modifications to the policy including the lists of offenses for which pupils are subject to suspension and expulsion. The Governing Board may adopt further policies and procedures consistent with this policy.

APPENDIX N



Modeling the Local Control Funding Formula for Charter Schools:
June 2013 Final Budget Act
(Worksheet Revised 6/24/2013) CSMC UPDATED RATES
Insert Data in Shaded Fields Only

STEP 1: Calculate Your Start Point Base (Current Funding):

General Purpose Block Grant (state and local share)			
Enter 2012-13 ADA by Grade Level:	2012-13 ADA	EST. 12-13 rates	
K-3		\$	5,109
4-6		\$	5,187
7-8		\$	5,346
9-12	239.13	\$	6,188
Total estimated base amount:	\$ 1,479,736		
Total 2012-13 ADA	\$ 239		
Charter Categorical Funding*			
Categorical Block Grant	\$ 98,409		
New School Supplement			
Economic Impact Aid	\$ 28,730		
Total categoricals	\$ 127,139		
Other "Frozen" State Categoricals Received in 2012-13			
K-3 Class Size Reduction	\$ -		
Other Flexed Categoricals (SHI, etc)	\$ -		
Total frozen categoricals	\$ -		
*Do NOT include special education, SB 740 Facilities, ASES, Nutrition or other federal or local funding			
TOTAL Funding Received:	\$ 1,606,875		
TOTAL Funding Received (less frozen categoricals):	\$ 1,606,875		
Start Point Base Grant per ADA:	\$ 6,720		
Start Point Base Grant per ADA (excluding frozen categoricals):	\$ 6,720		

STEP 2: Calculate Your LCFF Target

Determine Base Grant by Grade Level X 2013-14 ADA:			
	2013-14 ADA	EST. LCFF Target	
K-3	0	\$	6,845
4-6	0	\$	6,947
7-8	0	\$	7,154
9-12	150	\$	8,289
Total target base amount:	\$ 1,246,251		
Target Plus 2013-14 COLA of 1.565%	\$ 1,265,755		
Total 2013-14 ADA	\$ 150		
Average base per ADA	\$ 8,419		
Enter Total 2013-14 Enrollment	\$ 155		
Determine Grade Level Add-ons:			
K-3 CSR Supplement (10.4% of K-3)	\$ -		
High School Supplement (2.6% of 9-12)	\$ 32,910		
Total Base Target Plus Add-ons	\$ 1,298,665		
Adjusted Base Per ADA	\$ 8,638		
Determine supplemental grant for 2013-14:			
Enter Unduplicated Enrollment Count of FRPM Eligible/ EL/FY:	\$ 118		
School percent FRPM/EL/FY:	76%		
School Supplemental weight per pupil (20%)	\$ 1,728		
Total Supplement	\$ 203,855		
Concentration Grant (Pupils over 55% FRLP)**	\$ 137,215		
Enter District Unduplicated Percent FRPM/EL/FY:	80%		
Concentration Grant (District Cap)**	\$ 162,333		
Concentration Grant Eligibility	\$ 137,215		
Total LCFF Target Amount:	\$ 1,639,734		
LCFF Target Amount Per ADA:	\$ 10,906		

185 243 0.761317

STEP 3: Calculate 2013-14 Funding:

2013-14 Base: 2012-13 per ADA X 2013-14 ADA, plus frozen categoricals	\$ 1,010,303		
2013-14 target funding less 2013-14 base	\$ 629,431		
Estimate 11.78% Gap closing Increment for 2013-14	\$ 74,147		
(Note: 11.78% increment confirmed by DOF 6/20/13)			
TOTAL 2013-14 funding (CY Base plus increment)	\$ 1,084,450		
TOTAL 2013-14 LCFF funding per ADA	\$ 7,213		
Percent Change Per ADA 2012-13 to 2013-14	7.34%		

<u>1000 Certified Staff</u>		<u>13-14</u>	FTE	<u>14-15</u>	FTE	<u>15-16</u>	FTE	<u>16-17</u>
Teachers:								
Classroom Teacher	1	56,400.00		48,000.00				
Classroom Teacher	1	56,400.00		46,000.00				
Classroom Teacher	1	56,400.00		47,000.00				
Classroom Teacher	1	56,400.00		46,000.00				
PE Teacher	1	56,400.00		46,000.00				
Resource Teacher	1	56,400.00		46,000.00				
Mandarin Teacher	1	56,400.00		46,000.00				
TBD 8				46,000.00				
TBD 9				34,690.00				
TBD 10				46,000.00				
TBD 11				46,000.00				
TBD 12				46,000.00				
TBD 13				46,000.00				
TBD 14				46,000.00				
TBD 15				46,000.00				
TBD 16								
	7	394,800.00	14	635,690.00	15	-	15	-
Site Administrator	1		0.5	40,000.00	0.5	40,000.00	0.5	40,000.00
Director/ Asst. Site Adm.	1	31,666.67	0.3	43,333.33	0.3	43,333.33	0.3	43,333.33
Substitute Teacher Exp.				15,000.00		15,000.00		15,000.00
Teacher Stipends (for PD)		-		-		-		-
SPED Counselor		-		-		-		-
Startup/Summer	2	31,666.67	0.8	98,333.33	0.8	98,333.33	0.8	98,333.33
<u>2000 Classified Salaries</u>								
Instructional Aides	0	-	0	-	0	-	0	-
Administrative Assitant	1	49,600.00	1	49,600.00	1	49,600.00	1	49,600.00
Administrative Assitant	0		0		1	56,243.20	1	56,243.20
Finance Personnel	1	38,300.00	1	55,533.33	1	38,300.00	1	38,300.00
Custodian	0	-	0	9,500.00	0	9,785.00	0	10,078.55
Startup/Summer	2	87,900.00	2	114,633.33	3	153,928.20	3	154,221.75
Total FTEs	11		17		20		20	
Number of Employees	11		17		20		20	
H&W Eligible	10.0		16.3		20.3		20.3	

APPENDIX O



FY 13-17 Budget	2015-2016		2016-2017		2017-2018		2018-2019		2019-2020	
	Budget	Per ADA	Budget	Per ADA	Budget	Per ADA	Budget	Per ADA	Budget	Per ADA
5820 Fundraising Exp.	0	1.09	0	1.09	0	1.09	0	1.09	0	1.09
5890 Interest Exp/Fees etc.		0.72		0.72		0.72		0.72		0.72
5891 CAM Fees										
5899 CMO Fee	0	-	0	-	0	-	0	-	0	-
Expense Suspense										
5900 Communications	10,463	56.77	10,463	56.77	10,463	56.77	10,463	56.77	10,463	56.77
Total Services and Other Operating Expenses	536,134	2,850	610,984	2,826	614,483	2,826	621,191	2,826	621,191	2,826

FY 13-17 Budget	2015-2016		2016-2017		2017-2018		2018-2019		2019-2020	
	Budget	Per ADA	Budget	Per ADA	Budget	Per ADA	Budget	Per ADA	Budget	Per ADA
Capital Outlay										
9420 Buildings and Improvements of Buildings	-	-	-	-	-	-	-	-	-	-
9440 Furniture	0	-	0	-	0	-	0	-	0	-
9441 Tech Equipment	-	-	-	-	-	-	-	-	-	-
Non - Furniture Items	-	-	-	-	-	-	-	-	-	-
Total Capital Outlay	0	0	0	0	0	0	0	0	0	0
Other Outgoing										
7010 SPED	215,057	900	392,850	900	392,850	900	392,850	900	392,850	900
7438 Debt Service - Principal and Interest Revolving	0	-	0	-	0	-	0	-	0	-
5875 District Oversight Fee	22,958	96	43,897	101	45,084	103	45,248	104	45,547	107
Total Other Outgoing Costs	238,015	96	436,747	101	437,934	103	438,098	104	439,397	107
TOTAL EXPENDITURES	1,962,268	8,212	2,981,275	6,830	2,926,397	6,704	2,938,470	6,732	2,943,817	6,744
SubTotal	615,022		1,985,918		2,159,539		2,163,841		2,288,381	
Additional Reserves										
1 Reserve for Economic Uncertainty	98,113	411	149,064	341	146,320	335	146,924	337	147,191	337
2 LCFF Reserve (Incremental LCFF Funding ea	309,375	1,295	107,208	246	118,742	272	16,376	38	129,887	298
3 Errors & Omissions Reserve	0	0	0	0	0	0	0	0	0	0
TTL Additional Reserves	407,488	1,705	256,272	587	265,062	607	163,299	374	277,078	635

APPENDIX P



Assumptions

4100 Text Books	
4200 Books & other Reference material	
4315 Instrucutional Material	Annual
4400 Non-Instructional Material	Annual
4430 Non-cap Equipment	Annual
4300 Other Supplies	
4300 Postage and Shipping	
4300 Meeting Support, Food	
4300 Meeting Support, Printing	
5200 Travel & Conferences	Annual
5300 Dues & Memberships	Annual - CCSA membership plus
5400 Insurance	Annual
5500 Operations and Housekeeping Services	Annual - Alarm Service, Wast Disj
5501 Utilities	Annual
5505 Student Transportation/Event/Field Trips/Graduation	Annual
5600 Space Rental/Lease Expense	Annual
5601 Building Maintenance	Annual
5605 Equipment Rental/Lease Expense	Annual
5610 Equipment Repair	
5800 Printing & Reproduction	Annual
5800 Staff Training	
5800 Student Testing	
5800 Business Services	setup in Year 1 plus monthly fee
5803 Banking & Payroll Service Fees	Annual
5805 Audit	Year 1 additional legal fees
5810 Educational Consultants	
5815 Advertising/Recruiting etc.	Annual
5820 Fundraising Exp.	
5890 Interest Exp/Fees etc.	
5899 CMO Fee	
5900 Communications	

<u>13-14</u>	<u>14-15</u>	<u>15-16</u>	<u>16-17</u>	<u>17-18</u>	<u>18-19</u>
5,000	2,000.0	22,200.0	2,420.0	2,662.0	2,928.2
	3500	3500	3500	3500	3500
5500	6050	6655	7320.5	8052.55	8857.805
20000	2,000	11,833	2,550	2,550	2,550
		10,000			

	500	550	605	665.5	732.05	805.255
other	1500	2250	2475	2722.5	2994.75	3294.225
	9500	24500	26950	29645	32609.5	35870.45
posai etc.	12,000	13,200	14,520	15,972	17,569	19,326
	19,300	20,072	25,042	21,710	22,578	22,578
	9,000	9,900	10,890	11,979	13,177	14,495
	265,900	276,536	287,597	299,101	311,065	311,065
	2,000	2,880	2,880	3,456	4,147	4,147
	9,000	10,080	10,483	10,903	11,339	11,339
		2,000	2,000	2,000	2,000	2,000
	9000	9360	9,734	10,124	10,529	10,529
	30,000					
	2,500	6,000	6,000	6,000	6,000	6,000
		30,000	103,000	103,000	103,000	103,000
		8,000	8,000	8,000	8,000	8,000
		2,500	3,000	3,500	1,500	1,500
		48,000	48,000	48,000	48,000	48,000
	5,000	14,000	14,000	14,000	14,000	14,000

[illegible]

[illegible]

AIHS CASH FLOW		Budget	JULY 2013	AUGUST 2013	SEPT 2013	OCT 2013	NOV 2013	DEC 2013	JAN 2014	FEB 2014	MARCH 2014	APRIL 2014	MAY 2014	JUNE 2014	JULY 2014	AUGUST 2014	SEPTEMBER 2014	Total Enrollment	VARIANCE
	4200 Books & Other Reference Materials	5,500	0	0	75	0	0	0	0	0	0	0	0	0	0	0	0	75	-525
	4315 Instructional Material & Supplies	5,500	0	0	0	1,190	0	539	539	539	539	539	539	539	539	539	539	539	-539
	4300 General Materials & Supplies (Other/Landfill etc.)	20,000	0	48	0	270	3,189	2,454	2,454	2,454	2,454	2,454	2,454	2,454	2,454	2,454	2,454	2,454	885
	4400 Noncapitalized Equipment	20,000	0	0	50	0	0	0	0	0	0	0	0	0	0	0	0	50	-50
	4700 Food Service Supplies	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	TTL Books and Supplies	30,500	0	48	125	1,460	3,189	3,608	3,608	3,608	3,608	3,608	3,608	3,608	3,608	3,608	3,608	3,608	-419
	Services, Other Operating Expenses																		
	5200 Travel & Conferences	9,500	0	0	0	667	0	1,188	1,188	1,188	1,188	1,188	1,188	1,188	1,188	1,188	1,188	1,188	-1,188
	5300 Dues & Memberships	1,500	0	0	750	0	0	1,188	1,188	1,188	1,188	1,188	1,188	1,188	1,188	1,188	1,188	1,188	0
	5400 Insurance	9,500	0	0	0	0	0	1,188	1,188	1,188	1,188	1,188	1,188	1,188	1,188	1,188	1,188	1,188	-1,188
	5500 Operations and Housekeeping Services	12,000	0	0	0	0	340	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	-1,160
	5901 Utilities	19,300	1,889	737	221	1,537	1,002	1,852	1,852	1,852	1,852	1,852	1,852	1,852	1,852	1,852	1,852	1,852	-850
	5905 Student Transportation/Event/Field Trip/Graduation	9,000	0	0	0	0	0	1,125	1,125	1,125	1,125	1,125	1,125	1,125	1,125	1,125	1,125	1,125	-1,125
	5900 Space Rental/Lease Expense	265,900	26,846	26,846	26,846	44,312	0	17,631	17,631	17,631	17,631	17,631	17,631	17,631	17,631	17,631	17,631	248,269	-17,631
	5601 Building Maintenance	2,000	1,350	(165)	340	105	0	50	50	50	50	50	50	50	50	50	50	50	-909
	5605 Equipment Rental/Lease Expense	9,000	211	411	200	1,134	429	830	830	830	830	830	830	830	830	830	830	830	-408
	5610 Equipment Repair	0	130	195	83	0	0	0	0	0	0	0	0	0	0	0	0	0	5302
	5800 Professional/Consulting Services & Oper Exp.	39,000	5,403	302	19,167	2,667	7,815	1,433	1,433	1,433	1,433	1,433	1,433	1,433	1,433	1,433	1,433	1,433	854
	5803 Banking & Payroll Service Fees	2,500	432	600	404	596	712	59	59	59	59	59	59	59	59	59	59	59	3,154
	5905 Audit/Legal Services	27,994	2,794	16,796	0	9,104	5,252	0	0	0	0	0	0	0	0	0	0	0	5,252
	5810 Educational Consultants	1,148	2,287	0	1,132	729	131	0	0	0	0	0	0	0	0	0	0	0	131
	5815 Advertising/Recruiting etc.	485	0	0	0	485	0	0	0	0	0	0	0	0	0	0	0	0	485
	5820 Fundraising Exp.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	5890 Interest/Exp/Fees etc.	0	0	0	0	0	639	0	0	0	0	0	0	0	0	0	0	0	639
	5899 CMO Fee	14,333	627	465	414	516	187	372	372	372	372	372	372	372	372	372	372	372	-185
	5900 Communications	5,000	627	465	414	516	187	372	372	372	372	372	372	372	372	372	372	372	-185
	TTL Services and Other Operating Expenses	431,660	41,949	48,157	58,890	65,932	16,597	27,226	27,226	27,226	27,226	27,226	27,226	27,226	27,226	27,226	27,226	421,141	-107,719
	Capital Outlay																		
	9420 Buildings and Improvements of Buildings	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	9440 Furniture	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	9441 Tech Equipment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Non - Furniture Items	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	TTL Capital Outlay	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Direct Support/ Indirect Costs																		
	7010 Special Ed Fair Share Contribution	113,474	0	0	0	0	0	0	0	0	0	0	0	113,474	0	0	0	113,474	0
	7438 Debt Service - Principal and Interest Revolving Loan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	7500 District Oversight Fee	10,844	0	0	0	0	0	0	0	0	0	0	0	10,844	0	0	0	10,844	0
	Total Other Outgoing Costs	124,318	0	0	0	0	0	0	0	0	0	0	0	124,318	0	0	0	124,318	0
	TOTAL EXPENDITURES	1,242,445	83,464	88,610	111,005	123,123	65,462	76,833	76,833	76,833	76,833	76,833	76,833	76,833	76,833	76,833	76,833	76,833	-106,212
	SUB-NET	(64,326)	(83,464)	(41,356)	58,751	7,918	44,741	74,058	153,835	61,842	(48,392)	(6,866)	(67,427)	(161,159)	84,385	(34,809)	0	42,036	106,362
	Additional Reserves																		
	1 Reserve for Economic Uncertainty	62,122	0	0	0	0	0	0	0	0	0	0	0	62,122	0	0	0	62,122	0
	2 LCPH Reserve (Incremental LCPH Funding each year)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	3 Errors & Omissions Reserve	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	TTL Additional Reserves	62,122	0	0	0	0	0	0	0	0	0	0	0	62,122	0	0	0	62,122	0
	NET	(128,448)	(83,464)	(41,356)	58,751	7,918	44,741	74,058	153,835	61,842	(48,392)	(6,866)	(67,427)	(223,281)	84,385	(34,809)	0	(20,086)	0
	Revolving Loan/LOC																		
	NET After LOC	(128,448)	(83,464)	(41,356)	58,751	7,918	44,741	74,058	153,835	61,842	(48,392)	(6,866)	(67,427)	(223,281)	84,385	(34,809)	0	(20,086)	0
	Monthly Cash Balance		119,079	319,338	343,965	45,454	9,270	45,454	146	4,498	190,166	(181,087)	146	4,498	190,166	(181,087)	146	4,498	769,794
	Cash Balance with Reserves	116,700	124,463	361,401	788,474	939,548	776,470	850,528	1,004,363	1,066,205	1,017,813	1,010,947	943,520	720,239	804,604	769,794	831,916	831,916	0

AHS CASH FLOW		Budget	JULY 2014	AUGUST 2014	SEPT 2014	OCT 2014	NOV 2014	DEC 2014	JAN 2015	FEB 2015	MARCH 2015	APRIL 2015	MAY 2015	JUNE 2015	JULY 2015	AUGUST 2015	SEPTEMBER 2015	Total Enrollment
FY 14-15 School Year																		
Revenue	State		5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	20.00%	20.00%	20.00%	0.82%	9	65,000			
	District		6%	12%	8%	8%	8%	8%	8%	33.33%	16.67%	16.67%	16.67%	9	65,000			
LOFF Funding Model																		
8015 Base/Supplemental and Concentration		1,052,560																
8012 EPA		0																
8096 School District Property Tax		0																
Total		1,052,560																
8012 EPA		280,079																
Total LOFF Funding		1,332,639	0	65,412	65,412	117,742	117,742	117,742	117,742	117,742	117,742	117,742	117,742	2,072	3,478	152,823	0	1,052,560
Federal Revenue																		
8181 SPED IDEA		0																
8220 Child Nutrition - Federal		0																
8291 Title I, Part A		39,600	0	0	0	0	0	0	19,800	0	0	0	0	19,800	0	0	0	39,600
8292 Title II, Part A - Teacher Quality		23,973	0	0	7,991	0	0	0	0	0	7,991	0	0	7,991	0	0	0	23,973
8293 Title III		6,207						2,483						3,724				6,207
8295 Public Charter Schools Grant Program		0																0
8290 All Other Federal		0																0
TTL Federal Income		69,780	0	0	7,991	0	0	2,483	19,800	0	7,991	0	0	31,515	0	0	0	69,780
Other State Revenue																		
8792 SPED AB602		0																0
8520 Child Nutrition - State		0																0
8550 State Lottery Income		32,166	0	0	8,041	0	0	8,041	0	0	8,041	0	0	8,041	0	0	0	32,166
8590 Other State Revenue		131,517						131,517										131,517
8590-54 Common Core		25,000					24,300										700	25,000
6591 ISD 740		154,643						77,322										154,643
TTL Other State Revenue		343,326	0	0	8,041	0	24,300	216,840	0	0	8,041	0	77,322	8,041	0	0	700	343,326
Other Local Revenue																		
8098 In Use of Property Taxes		339,046		20,343	40,686	27,124	27,124	27,124	27,124	27,124	47,467	23,733	23,733	23,733	23,733		0	339,046
8990 Food Service Sales		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8950 Interest		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8983 All Other Local Revenue		302	0	0	0	0	0	0	0	0	0	0	0	0	0	0	302	302
8982 Foundation Grants/Donations		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8985 Fundraising		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TTL Other Local Revenues		339,348	0	20,343	40,686	27,124	27,124	27,124	27,124	27,124	47,467	23,733	23,733	23,733	23,733	0	302	339,348
TOTAL REVENUE		2,085,084	0	85,755	122,130	214,885	165,165	364,228	234,685	144,865	130,104	160,359	142,488	65,352	97,231	152,823	1,002	2,085,084
EXPENSES																		
Certified Salaries																		
1100 Teachers' Salaries		743,896	61,991	61,991	61,991	61,991	61,991	61,991	61,991	61,991	61,991	61,991	61,991	61,991			0	743,896
1100 Summer Teacher Stipends		4,000	333	333	333	333	333	333	333	333	333	333	333	333			0	4,000
1120 Substitutes		8,126	677	677	677	677	677	677	677	677	677	677	677	677			0	8,126
1200 Certificated Pupil Support Salaries		0	0	0	0	0	0	0	0	0	0	0	0	0			0	0
1300 Certificated Supervisor/Administrator Salaries		24,095	2,008	2,008	2,008	2,008	2,008	2,008	2,008	2,008	2,008	2,008	2,008	2,008			0	24,095
1900 Other Certificated Salaries		0	0	0	0	0	0	0	0	0	0	0	0	0			0	0
Total certificated Salaries		780,117	65,010	65,010	65,010	65,010	65,010	65,010	65,010	65,010	65,010	65,010	65,010	65,010			0	780,117
Classified Salaries																		
2100 Instructional Aides		2,381	198	198	198	198	198	198	198	198	198	198	198	198			0	2,381
2200 Classified Support		11,400	950	950	950	950	950	950	950	950	950	950	950	950			0	11,400
2300 Classified Supervisor/Administrator Salaries		79,142	6,595	6,595	6,595	6,595	6,595	6,595	6,595	6,595	6,595	6,595	6,595	6,595			0	79,142
2400 Clerical/Office Staff		54,504	4,542	4,542	4,542	4,542	4,542	4,542	4,542	4,542	4,542	4,542	4,542	4,542			0	54,504
2900 Other Classified Salaries		0	0	0	0	0	0	0	0	0	0	0	0	0			0	0
TTL Classified Salaries		147,427	12,286	12,286	12,286	12,286	12,286	12,286	12,286	12,286	12,286	12,286	12,286	12,286			0	147,427
Employee Benefits																		
3101 STRS		0	0	0	0	0	0	0	0	0	0	0	0	0			0	0
3202 PERS		17,354	1,446	1,446	1,446	1,446	1,446	1,446	1,446	1,446	1,446	1,446	1,446	1,446			0	17,354
3308 Medicare		13,449	1,121	1,121	1,121	1,121	1,121	1,121	1,121	1,121	1,121	1,121	1,121	1,121			0	13,449
3309 OASDI		57,508	4,792	4,792	4,792	4,792	4,792	4,792	4,792	4,792	4,792	4,792	4,792	4,792			0	57,508
3403 Health & Welfare Benefits		88,706	7,392	7,392	7,392	7,392	7,392	7,392	7,392	7,392	7,392	7,392	7,392	7,392			0	88,706
3503 State Unemployment Insurance		23,022	1,919	1,919	1,919	1,919	1,919	1,919	1,919	1,919	1,919	1,919	1,919	1,919			0	23,022

[illegible]

APPENDIX Q



AIPHS Financial Procedures

1. Bank Accounts

- Shall remain at Community Bank of the Bay and East West Bank.
- The Board president along with the Superintendent of AIM Schools, shall have signatory power.

2. Writing Checks

- Two signatures will be required to write any checks. Any checks above
- \$8,000.00 shall have board approval, except for those vendors listed below (which may be amended depending upon vendor changes): *PG&E, AT&T, EBMUD, Waste Management, Mortgage and Rent payments.*
- Superintendent shall initial all approved original invoices. The invoice and supporting documentation will be sent to the fiscal officer of CSMC, bi-monthly for review and payment.
- Checks shall be written on a computer.
- Fiscal officer is responsible for reviewing processed checks and obtaining the appropriate signature.
- Upon obtaining the appropriate signatures, a copy of the check is made and attached to a copy of the invoice. Additionally, all documents must be copied and filed in the appropriate binders before being sent to vendors.
- The treasurer and superintendent will be notified of the 25th of each month if they are not able to view the binder in person, via fax, or via email.
- Checks are to be sent the same day they are written to avoid loss, confusion or theft.
- Voided checks must be labeled as "void" in large letters. A copy must be placed in the appropriate binder.
- No checks shall be made out to cash, written in advance, or pre--signed.

3. Deposits

- Upon receipt of any checks, the Superintendent or Designee shall make a copy, initial it, and note the date of receipt. All checks should be accounted for by at least one other person, such as the administrative assistant. A copy should be placed in the appropriate grant/file fund binder.
- All Deposits must be endorsed immediately in writing or via stamp "for deposit only into the proper account.
- All deposits must be recorded under the appropriate account (i.e. corporate, donation, CDE, etc.) and fund source (i.e. OUSD)
- The checking account should maintain a balance of at least \$5,000 for emergency use.
- Deposit receipts shall be filed in the appropriate binder.
- A copy of deposit receipts and checks shall be forwarded to the fiscal officer.
- He/she will then record the deposit into the appropriate Program under the appropriate account file. A copy of the deposit will be filed in the corresponding binder and attached to the copy of the check

4. Bank Statements and Reconciling Accounts

- Bank statements and cancelled checks are sent directly to the central office on a

monthly basis. Upon receipt, they must be reviewed by the Superintendent or designee.

- The superintendent or Designee will then forward all received bank statements and cancelled checks to the Fiscal Officer, independent of the check signing function, in order to reconcile account(s).

5. Accounts payable

- All invoices shall be reviewed and approved by the Superintendent or Designee. Once approved, they should be forwarded to the Fiscal Officer and entered onto the Quickbooks Program. This should be done daily as invoices are received.
- Invoices shall be paid bi-monthly.
- A copy of all checks and invoices shall be stapled and filed under the appropriate binder.
- If bills are unpaid, they should be kept in a file marked "accounts payable."

6. Payroll

- AIM Schools will continue to use Pay bridge as a payroll company.

7. Financial reporting:

- The monthly statistical attendance report to OUSD should be prepared by the Head of School and a copy should be sent to OUSD's Office of Charter Schools Financial Department, the Fiscal Officer, and Treasurer for review.
- All other grants will be prepared by the date requested by the funder, the Superintendent or Designee.
- Fiscal Reports, copies of all checks (including voided checks), balance sheets, and financial reports to OUSD (including profit and loss) shall be provided to the superintendent or Designee on a monthly basis or whenever deemed necessary by the Fiscal Officer.
- The projected budget shall be put together by the Heads of Schools and forwarded to the Superintendent for finalizing prior to March of each year. Upon completion by the Superintendent, the projected budget for the coming school year shall be completed and reviewed at the March board meeting in order to ensure inclusion in the MOU for the following year.

8. Reimbursements and Check Request

- Employees shall be reimbursed for all pre--approved expenses related to the school. To obtain reimbursement, employees shall complete a check request form, include original receipt(s), and forward it to the Head of School for approval. Upon approval, the Head of School will send the form to the Business Office r to process.
- It would be practical to establish accounts as soon as possible with vendors often used by the teachers or other staff members (i.e. Office Depot, Office Max, ACE Hardware, etc.).

9. Invoicing

- All invoices shall be submitted to the school and approved by the Head of School on a monthly basis. Upon approval, the invoices shall be submitted to the Fiscal Officer for processing.

10. Donation/Grants

- Once a donation is received, it should be entered as either local or corporate. The address and other pertinent information about the person/Corporation should be

entered onto the Quickbooks Program under customers.

- A letter acknowledging the receipt and appreciation of any donation should be sent to the appropriate donor. The letter should be copied and marked "sent" with the date and location, then placed into the appropriate Corporate/Local Donation file.
- Procedures for deposit should be followed.
- If a grant was given without restrictions or requirements on how to spend the funds, it can be placed under local or Corporate Donation.
- If a grant was given with specific restrictions on how the funds are to be spent, it should be added under Other Grants and a folder should be created where receipts, reports and invoices can be filed.
- Materials that are donated such as computers, furniture, software, books, etc. shall be given a value at fair market price. Recorded income--depreciation of those items shall bring their value to zero within the current year.

11. Fixed Assets

- An inventory of all furniture, equipment, books, computers, and other equipment shall be conducted bi-annually- once before school begins and again after the completion of the school year.
- Serial numbers shall be marked on property itself and recorded along with the location of the property, the date of acquisition and its fair market value.
- Withdrawal and receipt of inventory items shall be recorded accurately in inventory records.
- Inventory records shall be reconciled at the end of the fiscal year.

12. Petty Cash

- If the Head of School chooses to have petty cash on site, these procedures must be followed:
 - i. All cash should be kept in a locked container to which only the Head of School has access.
 - ii. The Administrative Assistant (or another designated person) shall count the petty cash once a month to verify and reconcile the amount with the books.
 - iii. Less than \$250 can remain in the petty cash drawer at all times. Higher amounts must be deposited in the bank account.
 - iv. A petty cash disbursement journal shall be kept along with copies of appropriate fund files and supporting receipts.
 - v. Reimbursements shall not be done in cash.

AIMS Fiscal Policies

AIMS has reviewed and adopted the following policies to ensure that the organization's funds are used most effectively to support the school's mission and to ensure that the funds are budgeted, accounted for, example, and maintained in an appropriate fashion.

A. Budget Development and Oversight Calendar and Responsibilities

AIMS will develop and monitor its budget in accordance with the annual budget development

and monitoring calendar as specified below.

January--February

The Finance Committee of the Board will work with the Superintendent to review the Governor's proposed state budget for the upcoming fiscal year and to identify the likely range of revenue for the school's upcoming fiscal year (July--June 30). [Board Treasurer, Superintendent]

The Superintendent will review/prepare a set of proposed budget development principles for board review and approval. [Board Treasurer, Superintendent, Board of Directors]

A rough planning budget will be developed for the upcoming fiscal year. It must include information on the projected enrollment and any proposed staffing changes. [Superintendent in conjunction with Board Finances Committee]

A five--year budget projection will be developed in accordance with the school's established strategic growth plans. [Superintendent in conjunction with Board Finances Committee]

On-going monitoring and revision of current budget. [Board Treasurer, Finance Committee, and Superintendent]

March--April

The Superintendent, working in conjunction with Staff, Board members, and Treasurer, will prepare a formal budget plan for upcoming fiscal year. The plan is to be reviewed by the Finance Committee of the Board.

Continued on-going monitoring and revision of the current year's budget. [Board Treasurer, Finance Committee, and Superintendent]

The Audit Committee of the Board will solicit bids for the annual audit and select an auditor. [Audit Committee of the Board acting alone]

May- June

Superintendent will review revenue projections subsequent to the Governor's annual "May Revise" Budget figures. Superintendent will also fine-tune the upcoming fiscal year budget to accommodate any changes. This budget will include monthly cash flow projections. The Finance Committee will review and finalize the proposed budget for the upcoming fiscal year and forward to the Board. [Board Treasurer, Finance Committee, and Superintendent]

The Board will review and formally adopt a budget for upcoming fiscal year prior to June 15. A copy of the final budget is provided to the charter--granting agency. [Board]

Continued on-going monitoring and revision of current year budget. [Board Treasurer, Finance Committee, and Superintendent]

July--August

Books for prior fiscal year are closed, all transactions are posted and records assembled for audit. [Superintendent or Designee, Bookkeeper (CSMC), and Board Treasurer]

Budget is reviewed subsequent to the adoption of the state Budget Act and necessary adjustments are made. A copy of the revised final budget is provided to the charter--granting agency. [Superintendent and Finance Committee]

Independent auditor performs audit of the just--closed fiscal year and prepares audit report for submission to the Audit Committee. [Auditor, Staff as requested by the Auditor, Audit Committee]

September-December

At the end of the first full week of school, the Superintendent reviews AIMS actual attendance figures and notifies the Board if actual attendance is below budget projections. If needed, the school's budget is again revised to match likely revenues. [Superintendent, Finance Committee, Board]

A copy of the audit is reviewed by the Audit Committee, Board and Superintendent. The Finance Committee may address any audit exceptions or adverse findings. Audit reports and any follow-up plans are submitted to charter--granting agency. [Audit Committee, Board, Superintendent]

The Superintendent reviews current year actual versus budgeted revenues and expenditures after the second and fifth months of the school year and reports to the Finance Committee. Any needed changes to the annual budget are approved by the Board. [Board Treasurer, Finance Committee, and Superintendent]

On-going monitoring and revision of current year budget. [Board Treasurer, Finance Committee, and Superintendent, Head of Schools]

B. Controls, Budget, and Fiscal

AIMS will maintain in effect the following principles in its on-going fiscal management practices to ensure that, (1) expenditure are authorized by and in accordance with amounts specified in the board--adopted budget, (2) the school's funds are managed and held in a manner that provides a high degree of protection of the school's assets, and (3) all transactions are recorded and documented in an appropriate manner.

Segregation of Duties

AIMS will develop and maintain simple check request and purchase order forms to document the authorization of all non-payroll expenditures. All proposed expenditures must be approved by the Superintendent or Designee, who will review the proposed expenditures to determine

whether they are consistent with Board--adopted budget, then sign the check request form. All check requests and purchase orders over \$8,000 must be co-signed by the Superintendent and counter-signed by one Board member, preferably the Treasurer, to ensure separation of expenditure authorization and check signing functions.

All transactions will be posted on an electronic general ledger. The transaction will be posted on the ledger by the fiscal officer of CSMC. To ensure segregation of recording and authorization, the fiscal officer may not co-sign check requests or purchase orders.

Banking Arrangements

AIMS will maintain its accounts either in the County Treasury or at a federally--insured commercial bank or credit union. Funds will be deposited in non--speculative accounts including federally--insured savings or checking accounts or invested in non--speculative federally--backed instruments or in Alameda County's Pooled Money Investment Fund. If funds are held in accounts outside of the County Treasury, the Board must appoint and approve all individuals authorized to sign checks or warrants in accord with these policies. All checks over \$8,000 must be signed by two authorized signatories.

CSMC will reconcile the School's ledger(s) with its bank accounts or accounts in the county treasury on a monthly basis and prepare (1) a balance sheet, (2) a comparison of budgeted to actual revenues and expenditures to date and (3) a cash flow statement. The Superintendent and Finance Committee of the Board will regularly review these statements. The school will deposit all funds received as soon as possible. A petty cash fund, not to exceed \$200 may be established with an appropriate ledger to be reconciled bi-monthly by the Administrative Assistant, who shall not be authorized to expend petty cash.

Purchasing Procedures

All purchases over \$8,000 must include documentation of a "good faith" effort to secure the lowest possible cost for comparable goods or services. The Superintendent shall not approve purchase orders or check request lacking such documentations. Documentation shall be attached to all checks and purchase order requests showing that at least three vendors were contracted and such documentation shall be maintained for three years. All purchases in excess of \$8,000 must be bid by a board approved process.

Record Keeping

Transaction ledgers, canceled/duplicate checks, attendance and entitlement records, payroll records, and any other necessary fiscal documents will be maintained by school staff in a secure location for at least three years, or as long as required by applicable law, whichever is longer. Appropriate back-up copies of electronic and paper documentation, including financial and attendance accounting data, will be regularly prepared and stored in a secure off-site location.

Property Inventory

The Superintendent or Designee shall establish and maintain an inventory of all non-consumable goods and equipment worth \$300. This inventory shall include the original purchase price and date, a brief description, serial numbers and other information appropriate for documenting the school's assets. This property will be inventoried on an annual basis and a list of any missing property shall be presented to the Board.

Payroll

AIMS will contract with the County Office of Education or a reputable bonded and insured payroll contractor to prepare payroll checks, tax, retirement withholding, tax statements, and to perform other payroll support functions. The Superintendent or Designee will establish and oversee a system to prepare time and attendances reports and submit payroll check requests. The Superintendent and Board Treasurer will review payroll statements monthly to ensure that (1) the salaries are consistent with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholding have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on checks separate from payroll checks.

Upon hiring of staff, a personnel file will be established with all appropriate payroll--related documentation including a federal I-9 form, tax withholding forms, retirement data, and use of sick leave.

Attendance Accounting

The Superintendent or Designee will establish and maintain an attendance accounting system to record the number of days students are in attendance and engaged in the activities required of them by the School. The annual audit will review actual attendance accounting records and practices to ensure compliance. The attendance accounting practices will be in conformance with the Charter Schools Act and the California Administrative Code sections defining Charter School Average Daily Attendance. Therefore:

ADA will be computed by dividing the actual number of days of student's attendance by the number of calendar days of instruction by the School.

ADA will be multiplied by a factor of 1.05 to compensate for a normal rate of absenteeism.

The School's instructional calendar will include at least 175 days of instruction to avoid the fiscal penalty for providing fewer than 175 days of instruction as provided by the Administrative Code regulation.

Non- classroom based study must be pre-arranged by the student's adult guardian and the School and that the adult guardian will be required to complete and submit documentation of engagement instructional activity to the school on forms prepared by the school.

Annual Financial Audit

The Board will annually appoint an audit committee by October 1. Any persons with expenditure authorization or recording responsibilities within the school may not serve on the committee. The committee shall annually contract for the services of an independent certified public accountant to perform an annual fiscal audit. The audit shall include, but not be limited to (1) an audit of the accuracy of school's financial statements (2) an audit of the school's attendance accounting and revenue claims practices and (3) an audit of the school's internal controls practices. If the school receives more than the statutorily determined amount from federal sources, the audit shall be prepared in accordance with any relevant Office Management and Budget audit circulars. The Audit shall be completed within 100 days of the close of the fiscal year and its results shall be reviewed and forwarded to the Board.

C. Negotiating Funding Entitlements

The Superintendent or Designee Shall prepare a set of negotiating strategies for Board approval prior to engaging in negotiations over funding entitlements with the charter granting agency and state. The Superintendent or Designee will take lead responsibility for negotiating all revenue arrangements with the charter granting agency and appropriate state education agency staff. These arrangements will be documented in appropriate and detailed Memoranda of Understanding for approval by the Board.

D. Required Budget and Other Fiscal Reports

CSMC, working in conjunction with the Superintendent or Designee, will produce and submit to the charter granting agency any and all required fiscal reports as may be required by state or federal law, or mandated by the terms of the school's charter. These include, but are not limited to, attendance reports, enrollment and other data reports required by the California Basic Education Data System, and other related data.

E. Property and Liability Insurances

The Superintendent or Designee shall ensure that the school retains appropriate property and liability insurance coverage. Property insurance shall be obtained which addresses business interruption and casualty needs, including flood, fire, earthquake, and other hazards; with replacement cost coverage for all assets listed in the school's property inventory and consumables. Premises and Board errors and omissions liability insurance shall be obtained and enforced at all times on the "claims made" form with a self insured retention of no more than \$50,000 per occurrence and limit of no less than \$5 million per occurrence. The Heads of Schools and other staff who manage funds shall be placed under a fidelity bond.

APPENDIX R



Education

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America's Most Challenging High Schools ranks schools through an index formula that's a simple ratio: the number of Advanced Placement, International Baccalaureate and Advanced International Certificate of Education tests given at a school each year, divided by the number of seniors who graduated that year. A ratio of 1.000 means the school had as many tests as graduates.



Students in a lab at the Signature School, a charter school in Evansville, Ind., that ranked in the Top 10 on this year's list. (Photo by Terry W. Hughes/Courtesy of the Signature School)

National Rankings

Get Challenge Index scores for more than 2,300 public and private high schools nationwide, as ranked by The Post's Jay Mathews.

1. BASIS Oro Valley
2. BASIS Chandler
3. Talented and Gifted
4. Science/Engineering Magnet
5. Accelerated Elementary and Secondary

[View National List](#)





Students rush by between classes at the H-B Woodlawn Secondary Program in Arlington, Va., which is the top local school on this year's list. (Melina Mara/The Washington Post)

D.C. Area Rankings

See Challenge Index scores for more than 170 Washington-area public and private high schools, as ranked by The Post's Jay Mathews.

1. H-B Woodlawn
2. School Without Walls
3. Washington International School (P)
4. Saint Anselm's Abbey (P)
5. Poolesville

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My 2015 list

Jay Mathews

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PRIVATE SCHOOLS	TOP NORTHEAST SCHOOLS	TOP SOUTH SCHOOLS
1. Keystone (P)	1. City Honors	1. Talented and Gifted
2. Pasadena Polytechnic (P)	2. Elizabeth	2. Science/Engineering Magnet
3. Sage Hill (P)	3. Dr. Ronald E. McNair Academic	3. Darnell-Cookman School of the Medical Arts
4. Dallas International School (P)	4. Locust Valley	4. Stanton College Prep



5. The Meadows
School (P)5. U.N. International
School (P)

5. Carnegie Vanguard

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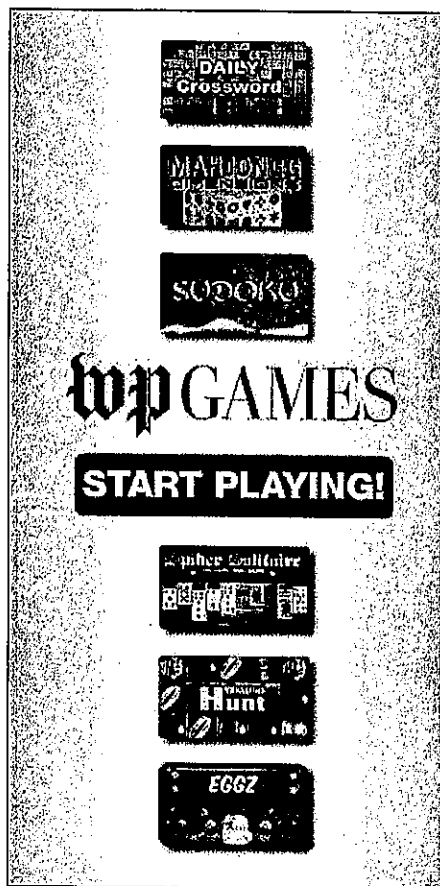
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Education

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The index score is the number of college-level tests given at a school in the previous calendar year divided by the number of graduates that year. Also noted are the percentage of students who come from families that qualify for lunch subsidies (Subs. lunch) and the percentage of graduates who passed at least one college-level test during their high school career, called equity and excellence, (E&E). A (P) next to the school's name denotes a private school.

[More details on the rankings](#)

RANK	SCHOOL	CITY	STATE	E&E%	SUBS. LUNCH	INDEX
1	Preuss School UCSD	La Jolla	CA	82.60	100.00	9.767
2	American Indian Public Charter	Oakland	CA	40.00	78.00	8.469
3	Oxford Academy	Cypress	CA	100.00	36.00	8.287
4	Northcoast Prep and Performing Arts Academy	Arcata	CA	100.00	44.00	8.207
5	Los Angeles Center for Enriched Studies	Los Angeles	CA	76.00	52.00	7.634
6	Stockton Collegiate International	Stockton	CA	100.00	61.00	7.478
7	Pasadena Polytechnic (P)	Pasadena	CA	100.00		6.875
8	Sage Hill (P)	Newport Coast	CA	85.80	15.00	6.790
9	Pacific Collegiate School	San Jose	CA	100.00	3.00	6.314
10	Harvard-Westlake (P)	Studio City	CA	100.00		6.230
11	Lycee International de Los Angeles (P)	Burbank	CA	95.00		6.000
12	Flintridge Prep (P)	La Canada Flintridge	CA	100.00		5.679
13	Lowell	San Francisco	CA	92.90	43.10	5.629
14	Mission College Prep (P)	San Luis Obispo	CA	80.00	12.00	5.419
15	University	Fresno	CA	85.00	12.00	5.398
16	San Francisco University (P)	San Francisco	CA	100.00		5.302
17	Menlo (P)	Atherton	CA	100.00		4.985
18	California Crosspoint (P)	Alameda	CA	76.00	12.00	4.722
19	Webb (P)	Claremont	CA	90.00		4.716
20	Westridge (P)	Pasadena	CA	93.00		4.648

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APPENDIX S





Retention Policy

Retention & Promotion

1. AIM Schools K-12th grade students must pass language arts and mathematics (C- or below is failing), or they may be retained or attend summer school. AIM Schools 9th-12th grade students must pass language arts, math, science and history (C- or below is failing), or they may be retained or attend summer school.
2. All failing students should be placed in tutoring. Students who not putting forth effort may be retained.
3. Teachers must provide documentation on progress reports and report cards **EARLY IN THE YEAR** if a student is at risk of being retained. Documentation of retention **MUST BE REPEATED** in each progress report and report card.
4. You should plan to meet with parents throughout the year and inform them of the student's progress.
5. **DO NOT SAY** students may be retained or students could be retained. Instead, **SAY based on your current progress, you will be retained.**
6. **DO NOT** be afraid to retain a student who did not do the work. You will only set them up for failure if they are promoted to the next grade level when unprepared.
7. Chaos is created for the new teacher when you promote a student who is not prepared for the next grade level. Retention is never negotiable with families.





APPENDIX T





American Indian Model (AIM) Schools Oakland, CA

Attendance Policy

Overview

All members of the AIM family should take pride in the AIM School's attendance record. Attendance rates for AIM students and staff far surpass district and state averages. AIM Schools believe that excellent student attendance and class participation help to ensure the academic needs of students.

Expectations of Parents/Guardians

AIM Schools will expect parents/guardians to ensure students attend school prepared and on-time, every day. Parents/guardians and students will be encouraged to schedule medical appointments during nonschool hours. Students will be expected to provide written documentation from a parent/guardian indicating the reason for absence (excused and unexcused) upon the student's return to school.

Absences

Excused Absences

Excused absences will be any absences related to the following: (EC §48205)

1. Personal illness – a doctor's note may be required for extended illness
2. Quarantine under the direction of a county or city health officer
3. Medical, dental, optometric, chiropractic appointments
4. Attending the funeral service of an immediate family member
 - a. 1 day for services performed in CA
 - b. no more than 3 days for services performed outside of CA
5. Jury duty as required by law (18 years of age and older)
6. Illness or medical appointment during school hours of a child of whom the pupil is the custodial parent
7. Pupils in grades 7-12 who leave school to obtain confidential medical services (EC §46010.1)

Unexcused Absence

An unexcused absence is any other absence for reasons not included in "Excused Absences".

Parents or guardians may submit written requests to the site administrator for absences to be considered excused based on justifiable personal reasons. Approval of written requests will be considered by the site administrator or director on a case-by-case basis and may or may not be approved. (EC §48205)

Make-up Work for Absent Students

Where an absence or tardy is excused for any reasons stated under "Excused Absences," students will be able to make up work missed during the absence for full credit. The classroom teacher will determine make-up assignments and reasonable due dates for completion. (EC 48205) On the day(s) a student is absent, the student will be responsible for making sure all homework due is turned in and all new assignments are obtained.

Where an absence or tardy is unexcused, students will not be allowed to make up missed work for credit.

Summer Programs

Summer programs are integral components to the American Indian Model and high student academic achievement. All students are required to attend summer school. The site administrator will determine and communicate attendance mandates to students and parents/guardians for other summer programs including but not limited to the Stanford Academic Institute of Learning (SAIL), Johns Hopkins University's Center for Talented Youth (CTY), and UC Berkeley's Academic Talent Development Program (ATDP).

Saturday School

Any student who misses a substantial amount of instructional minutes in any given day (and for any reason) must attend Saturday school. The definition of "substantial amount" will be interpreted by the director or site administrator on a case-by-case basis, but will include any student who misses more than two hours of school (excused or unexcused). Attendance at Saturday school will not influence the number of absences noted on district attendance reports, perfect attendance counts, or report cards.

District Attendance Reports

If a student attends school on a given school day with the intention of participating in regularly scheduled instruction, he or she is considered present for purposes of district reporting, regardless of the length of time the student attends school on that day. If a student is absent for the entire school day, the student will be marked absent on district reports. (EC §46010.3) Students who come to school for the sole purpose of collecting homework and/or dropping off completed homework, but with no intention of participating in regularly scheduled instruction, will be marked absent on district reports.

Perfect Attendance Counts

AIM schools will use the district standard for tracking perfect attendance, with the exception that students (not family members or friends) who are absent for the entire school day but who come to school to drop off their completed homework and pick up their homework assignments, will be considered present.

Attendance and Report Cards

Students who miss a minimum of two or more hours (excused or unexcused) of instructional time in a given day, for any reason, have not fulfilled all of their student responsibilities and will be marked as absent for the purposes of student report cards. Students who miss two or more hours of school on five or more days in a given semester may be retained.

Students neither present nor actively engaged in the learning activities at the start of class on a given school day are considered "tardy" unless otherwise classified as absent. Teachers will track tardiness and report totals on progress reports and report cards.

Truancy

Upon initial concern for a student's attendance, and AIM administrator or classroom teacher will informally address this concern with the student and/or the student's parents/guardians.

A student is truant who has accrued 3 unexcused absences in one school year, or was tardy for more than any 30-minute period during the school day on three occasions during one school year, or any combination thereof. (EC §48260) Upon a pupil's initial classification as a truant, a conference will be requested for the parent, truant student, teacher, and site administrator, and the pupil's parents/guardians will be notified of the following information by certified mail: (EC §48260.5)

1. The pupil is a truant
2. The parent or guardian is obligated to compel the student to attend school
3. Parents/guardians who fail to meet this obligation may be guilty of an infraction and subject to prosecution
4. Alternative educational programs are available
5. Parents/guardians have the right to meet with appropriate school personnel to discuss solutions to the truancy
6. The pupil may be subject to prosecution under EC Section 48264
7. The pupil may be subject to suspension, restriction, or delay of the pupil's driving privilege
8. A one-day recommendation to accompany the student to school and attend class with the student

Local School Attendance Review Board (SARB) Process

The parent or guardian will have 10 days to respond to this initial notification of truancy (see attached Truancy Notification/Conference Request) before being referred to the Student Attendance Review Board (SARB). A truant student who is again absent from school without valid excuse one or more days, or tardy on one or more days, will be reported again as a truant, and the truant student will be referred to the SARB. (EC §48261) Parents/guardians will receive notification by certified mail of referral to AIM School's SARB (see attached Notification of SARB Referral).

The SARB will consist of two AIM School administrators, a teacher, and the director of AIM Schools. After referral of a student to the SARB, the SARB will hold a hearing with the parent/guardian and truant student to resolve attendance and truancy problems. If the student is reported as a truant three or more times per school year, and does not follow the SARB's directive, the matter may be referred to the District Attorney for prosecution, and other appropriate action may be taken by the school. The parent/guardian must be notified of this action. (EC §48262, §48263, §48263.5)

APPENDIX U



CHARTER RENEWAL PERFORMANCE REPORT GUIDELINES

In reviewing your performance report, the Office of Charter Schools is seeking an honest and reflective 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 make 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 Site Inspection.
- 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 email to silke.bradford@ousd.org and 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 your Renewal Charter Petition.

Charter Renewal Performance Report

1 What is distinctive about your school?

American Indian Public High School is ranked 1st within California according to US News and World Report. Students have the opportunity to take Advanced Placement® course work and exams. The AP® participation rate at American Indian Public High School is 100 percent. During the years of API reporting AIPHS consistently scored above 900. AIMS has a 0 dropout rate, and 100% of our graduates are accepted to four-year colleges and universities including Ivy League Schools and UCs. Our students succeed academically in spite of being over 70% free and reduced lunch, and school-wide Title I.

2 How effective is your school overall?

Evaluation:

AIPHS is a very effective school overall.

5	4	3	2	1
X				

How do you know?

Our students score consistently high on state exams, and college entrance exams. All of our graduates are accepted into a four-year college or university. Our Alumni's return and mentor our current students. AIPHS has alumni who are in politics, medicine, publishing and other prestigious careers

What are its notable strengths?

Our notable strength is the fact that our students graduate college ready. All of our courses meet A-G, and all of our students take AP courses. AIPHS pays for SAT and ACT exams, and students participate in enrichment opportunities that give them an enrollment advantage. We consider our students our family and treat them as a caring parent would a child.

What are the main priorities for improvement? During the 2015-2016 school year, AIPHS started the Caring Adult Program. Our instructional aids and others on campus have been assigned as mentors and caseworkers for our students who may be having academic or social challenges. This is just the beginning of AIPHS inquiry into how we can support the social-emotional as well as the academic performance of our students.

3 How well is the school regarded by its students and parents?**Evaluation:**

Our school is regarded well by students and parents.

Excellent

Unsatisfactory

5	4	3	2	1
X				

How do you know?

The Majority of our 10th-12th graders returned last year, and the majority of ninth grade students have matriculated from our middle schools.

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

Students report that they feel safe, and there is order and structure present at AIPHS. They indicated that this is not always present at their local high school. Students know that there are adults that know them and their particular needs. Parents report that they like the fact that their students are safe and are in an academically challenging school.

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

Parents report that they would like students to have access to a real science lab, and they would like stability in staffing. We are considering our housing options and have increased salaries, benefits, and morale-building activities.

Students would like more extra-curricular activities and we have begun clubs and enrichment classes; two of our clubs are sports related.

4 How well do students achieve?**Evaluation:**

Our students consistently outscore our local public schools in ELA and Math

Excellent

Unsatisfactory

5	4	3	2	1
X				

How do you know?

We compare our state and college readiness test scores to those advertised for our local public schools. We consistently outscore schools in our area.

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

Our students do best in Math and ELA because we spend extra instructional time teaching these, and we have a systematic tutoring and study time. Our 10th-12th grades do better than our ninth grade students because we often admit students who have not been in an AIMS schools, and we need to take the time to remediate.

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

Mandarin is our lowest performing subject. Many of our students either do not have the interest or prior exposure. We are looking into incorporating other world languages into our charter.

Ninth grade students who have not been previously in a rigorous program like the one we have struggle in the beginning. We provide additional tutoring and mentoring to bring them up to speed

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

Our African American and Latino students overall are not performing as high as students from other ethnicities. We have begun mentoring and monitoring these students closer. This has been an area of inquiry that leadership has focused on.

5 How effective is the quality of instruction, including teaching, learning, and curriculum?

	5	4	3	2	1	
Evaluation:						
Our instruction is effective	X					Unsatisfactory
How do you know?						
Our students score higher than their counterpart at our local public schools on ACT and SAT exams.						
Which are the strongest features of teaching and learning, and why?						
Our strongest feature of our teaching and learning is that our students have more time on task and instructional minutes than other schools. Our teachers have to opportunity to build relationships and attend to the specific needs of their students. The result is more opportunities for engagement, concept building, and remediation if needed.						
What aspects of teaching and learning most need improvement, and what action is being taken?						
We are looking at how we can incorporate more student-focused projects into our instruction. While we do not want to abandon direct instruction completely, we recognize the need for more student-owned instruction. This is a shift that is reflected in our charter.						

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

	5	4	3	2	1	
Evaluation:						
Professional development has been nonexistent in the past We are now focusing our efforts on a peer coaching model.		X				Unsatisfactory
How do you know?						
The staff has attended conferences and is being trained on the use of systems like Illuminate. Teachers are receiving training in AP implementation and mentors from Head Royce have been hire to support our teachers in a peer-coaching model.						
Which are the strongest features of professional development, and why?						
The strongest feature of our professional development is the emphasis we place on making sure teachers are properly prepared to teach to the AP level.						
How are professional development activities selected and evaluated?						
Professional development is selected based on the needs of our school goals						
What aspects of professional development most need improvement, and what action is being taken?						
We would like to get more input from our staff on PD needs. Surveys are being generated, and we will launch a spring PD committee. Our Board recently approved PD funds and our PD plan.						

7 How effective is the assessment of student learning?						
Evaluation:		5	4	3	2	1
The assessment of student learning is good.			X			
Excellent		Unsatisfactory				
<p>How do you know? We have invested in Illuminate and are using this to support our assessments. All AIPHS instructional staff has been trained in its use.</p> <p>What are the strongest features of assessment? Through the use of technology, we can calibrate our assessments and align them to our state standards and state and college readiness exams.</p> <p>What aspects need improvement, and what action is being taken? We need to ensure that all staff and parents have a level of proficiency in using illuminate. Staff training are on going, and parent training are being planned</p>						

8 How effective are the strategy and processes that you have put in place to ensure your school enroll a diverse student population (i.e. representation of English language learners, students with disabilities, or of homeless status)?						
Evaluation:		5	4	3	2	1
AIPHS is effective in recruiting a diverse population			X			
Excellent		Unsatisfactory				
<p>How do you know? Our population of students comes from various countries such as China, Vietnam, Mexico, Yemen, Eritrea, Somalia, Iran, Saudi Arabia, Romania, and the United States. The majority of our students are first-generation citizens and first generation potential college students.</p> <p>What are the strongest aspects of efforts to a diverse student population? The majority of AIPHS recruitment comes by word of mouth. Our leaders also attend recruitment fairs and participate in community meetings.</p> <p>What aspects need improvement, and what action is being taken? We would like to be able to recruit and serve students with learning differences better. However, our SELPA does not always provide what we need. Our area of improvement is to improve our SELPA services so that we can recruit and serve people with learning differences better.</p>						

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

Evaluation:

Our leadership is well qualified

Excellent

5	4	3	2	1
X				

Unsatisfactory

How do you know?

Our Superintendent, Maya Woods-Cadiz is credentialed, and hold an M.Ed., and an ABD in Educational Leadership. Mrs. Woods-Cadiz has successfully led in private, public and charter systems.

Our Head of Schools, Joel Jullien is credentialed and holds an M.Ed. Mr. Jullien has successful experience as a site leader as well as a district leader.

Our Dean of Students, Terryton Russ is credentialed and hold a M.Ed. And an MA. Mr. Russ has experience successfully lead at the site and district levels.

Our other Dean of Students, Gregg Hood has experience working at AIPHS previously.

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

We use the TCRP framework for teacher evaluation.

Our site leaders monitor lesson plans and do walk through of classrooms

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

School Administrators and Teachers go through a process of evaluation. They are given a measurable improvement plan when needed. If administrators or teachers do not improve, their contracts are not renewed, and they are in invited back for an additional year.

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

Having experienced visionary leaders has helped AIPHS recover from the effect of a site move, and change in governance. Students' success has been maintained, and parent and community involvement has been enhanced.

10 How well does the charter school collaborate with parents to encourage active participation in their student's education?

Evaluation:

AIPHS does a fairly good job of collaborating with parents to encourage active participation

Excellent

5	4	3	2	1
	X X			

Unsatisfactory

How do you know?

In the past, the only engagement for parents occurred during Family Advisory meetings and SSC. This year in addition to these engagement activities we now have scheduled set day for SSTs. The Superintendent and Head of Schools hold parents coffees, time in the calendar has been allocated for parent conferences, the Let's Talk engagement tool is present for parent input, and parents have access to PowerSchool and Illuminate.

Which are the strongest features, and why?

Our strongest feature is that we set meeting in the daytime for parents who work in the evening, and in the evening for parents that work during the day. We also have access to virtual connections for parents who cannot come to the school.

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

We have a hard time finding translators for all of our meetings and thus rely on staff and students who have varying levels of fluency. AIMS is looking for a way to have certified translators present for our various meetings.

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

Evaluation:

AIPHS is developing in the use of data.

Excellent

5	4	3	2	1
	X			

Unsatisfactory

How do you know?

We have begun to use illuminate to analyze performance data and culture surveys to analyze school culture and climate.

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

We have just begun to do data dives as a staff.

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

One of the focus books for leaders this year is *Leveraged Leadership* we have ordered copies and are reviewing it; we are in year zero planning for implementation. Our teachers and administrators have been trained in the use of Illuminate.

To what extent are parents and students informed of student performance data individually and school wide?

AIPHS families receive progress reports every three weeks. Parents have access to PowerSchool and will soon have access to Illuminate.

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

Now that we have Illuminate we will be using it to produce reports and do data dives.

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?

Evaluation:

AIPHS does well at providing FAPE in the least restrictive environment and meets the needs of ELL

Excellent

5	4	3	2	1
	X			

Unsatisfactory

How do you know?

All of our classes are inclusive and students who are identified with an IEP or 504 participate. Students who need academic support receive one hour of tutoring services daily in addition to any required services. ELLs also receive tutoring support.

Which are the strongest features, and why?

Our strongest feature is the small group support and tutoring that our students receive daily as an embedded component of their normal school day.

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

We have let our SELPA provider know that they are not providing correct services to our students. We hold SSTs weekly to provide plans of improvement for students and are pressing to get needed support from our SELPA.

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.

Evaluation:

We do well at identifying ELL students and students in need of remediation. We need additional support from our SELPA with the students who have learning differences and GIFTED designation.
Excellent

5	4	3	2	1
	X			

Unsatisfactory

How do you know?

We test for CELDT at the beginning of the year and as we receive new students. We have specific days in the week set for SSTs a students who are not performing well on assessments are required to attend tutoring and summer remediation.

Which are the strongest features, and why?

Our strength is the dedicated time for small group instruction and tutoring that is embedded in our instructional day and year.

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

We need additional services from our SELPA.

14 How effective is the governing board of the school?

Evaluation:

Our governing boards effectiveness is good and there has been a turnaround; we now have two parents and a past principal.
Excellent

5	4	3	2	1
	X			

Unsatisfactory

How do you know?

Our 5 person board represents the community we serve. They all bring skills that enhance our work.

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

Board members are nominated by board directors and are elected in open session by directors.

Current Directors: Steven Leung, Toni Cook, Paula Mitchell, Dr. Clifford Thompson, Benson Wan

There are no standing committees.

Resumes are in route and will be submitted via email.

Bylaws attached

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

Please see the attached bylaws.

The board recently voted to approve recommended policy from the staff regarding in lieu reimbursements for medical benefits.

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

Our board consists of one college administrator, one parochial K-12 administrator, and one realtor. They each bring their unique skills and perspective.

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

The Board works well with school leaders.

15 How effective is the school at involving parents, teachers, and community members in the governance of the school?						
Evaluation: We do well at involving parents and teachers in decision making. Excellent	5	4	3	2	1	Unsatisfactory
		X				
How do you know? When there is a major decision to be made, administrators meet with staff to get their input. The SSC is a major decision-making group at AIPHS.						
Which are the strongest features, and why? Our strongest feature is the willingness of our staff and parents to give their input, and the willingness of the administration to consider their input.						
What most needs improvement, and what action is being taken? We need to create more avenues of engagement for stakeholders regarding governance. Our media director has been given this charge.						

16 How effective is the school at ensuring fiscal soundness and legal compliance?						
Evaluation: AIMS is doing well in the area of fiscal soundness and legal compliance.	5	4	3	2	1	Unsatisfactory
	X					
How do you know? AIPHS is apart of a collaborative of charters schools called AIMS that has a cash value of 1.6 million and has equity in property that equals approximately 2 million. We have an experienced person who has had experience as an Assistant Superintendent of HR leading our business office. The superintendent and leaders have a standing weekly meeting with legal council to review policy, systems, and structures. AIMS partners with CSMC as a third party fiscal partner.						
Which are the strongest features, and why? Our strongest feature is that we are fiscally solvent and operate with a surplus. This is due to the fiscal decision made by our board and the fiscal conservativeness of our Superintendent.						
What most needs improvement, and what action is being taken? AIMS needs a fiscal officer, and we are currently looking for this position to be filled.						

17 **How selectively is the school managed fiscally?**

		5	4	3	2	1	
Evaluation:							
The school is well managed fiscally.	Excellent	X					Unsatisfactory
<p>How do you know? AIPHS had a fiscal monitoring system and oversight from a third party fiscal agent as well as eternal monitoring. We measure expenditures to ensure that we are staying within our annual fiscal budget. The SSC also reviews the budget and expenditures.</p> <p>Which aspects of the school's fiscal operations work best? Having a third party, the fiscal partner helps us plan and monitor our budget and fiscal solvency.</p> <p>In what ways can the school's fiscal systems or operations be improved, and what actions is being taken? AIPHS is a part of a collaboration of charter schools called American Indian Model Schools (AIMS). AIMS is in the process of hiring a Fiscal Officer for the three schools in the collaborative.</p>							

The most significant aid to raising student performance is our time on task and additional instructional minutes, embedded tutoring time, and fully inclusive classrooms as well as our dedication and care.

Charter Renewal Data Document

Name of school: American Indian Model School			Name of School Leader: Joel Julien		
Financial Information			Year	5th year of renewal	
Total Operational Budget	2,437,252	Per Student Revenue		565,046	
Total Expenditure	2,273,812	Expenditure Per Student		9,127.51	
Balance brought forward from previous year	372,351	Projected balance carried forward to next year		275,046	
Special Populations	1st year of renewal	2nd year of renewal	3rd year of renewal	4th year of renewal	5th year of renewal
Percentage of students receiving free/reduced lunch	86%	82%	83%	72%	74%
Percentage of ELL students	13%	4%	9%	7%	13%
Percentage of students with IEPs	<1%	<1%	<1%	<1%	<1%
Percentage of students with 504 plans	<1%	<1%	<1%	<1%	<1%
Pupil mobility in the school in prior year			Number of students		
Students who joined the school other than at the usual time of first admission					
Students who left the school other than at the usual time of leaving (excluding expulsions)					
Attendance for current and prior year ?	1st year of renewal	2nd year of renewal	3rd year of renewal	4th year of renewal	5th year of renewal (most)
School data					98.7%
Background of students 4th year of	Number of students/Percent of Students	Discipline prior school year		Suspension # of incidents	Expulsion # of incidents
African-American	32/ 14%	African-American		0	0
Asian/Pacific Islander	145/ 65%	Asian/Pacific Islander		0	0
Hispanic	38/ 17%	Hispanic		0	0
White	4/ 1%	White		0	0
Mixed/ No Response	3/1%	Mixed/ No Response		0	0
Gender (male/female)	109 M 114 F/	ELL		0	0
Homeless Students	/	SPED		0	0
		Gender (male/female)		0/	0/
		Homeless Students		0	0

AYP	1st year of renewal	2nd year of renewal	3rd year of renewal	4th year of renewal	5th year of renewal
AYP Met?	YES	YES	YES	YES	YES
% AMOS Met	YES	YES	YES	YES	YES
% Proficient-AMOS: African-American	YES	YES	YES	YES	YES
% Proficient-AMOS: Asian/PI	YES	YES	YES	YES	YES
% Proficient-AMOS: Hispanic	YES	YES	YES	YES	YES
% Proficient-AMOS: Mixed/No response	YES	YES	YES	YES	YES
% Proficient-AMOS: White	YES	YES	YES	YES	YES
% Proficient-AMOS: Socioeconomically Disadvantaged	YES	YES	YES	YES	YES
ELL	YES	YES	YES	YES	YES
Students with disabilities	YES	YES	YES	YES	YES
API	1st year of renewal	2nd year of renewal	3rd year of renewal	4th year of renewal	5th year of renewal
API	964	928	927	N/A	N/A
Statewide rank	10/10	10/10	10/10	10/10	10/10
Similar schools rank	10/10	10/10	10/10	10/10	10/10
CST	1st year of renewal	2nd year of renewal	3rd year of renewal	4th year of renewal	5th year of renewal
ELA					
Proficient/Advanced	94.3%	88.7%	88.3%	N/A	N/A
Basic/Proficient/Advanced	4.7%	7.3%	8.7%	N/A	N/A
Below Basic/Far	1%	4%	3%	N/A	N/A
MATH					
Proficient/Advanced	87%	85%	76.3%	N/A	N/A
Basic/Proficient/Advanced	8%	9.3%	13.7%	N/A	N/A
Below Basic/Far	5%	5.7%	10%	N/A	N/A
CAHSEE	1st year of renewal	2nd year of renewal	3rd year of renewal	4th year of renewal	5th year of renewal
10 th grade pass rate	100M 100F	100M 100F	100M 100F	100M 100F	100M 100F

Measurable Pupil Outcomes and LCAP Goals

MEASURABLE PUPIL OUTCOMES (MPOs)

Insert MPOs for the charter term under review, with complete data from the 2014-2015 school year. Include an analysis as to whether the goals were "met" or "not met" and explain why or why not.

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.)

FACILITIES AND FUTURE PLANS

FACILITIES/ADA – APPLIES ONLY TO NON-USD FACILITIES (CURRENT OR PLANNED)	
Is the facility meeting the needs of your staff and students?	N
Will the facility continue to accommodate your growth needs?	N
If applicable is your current lease still valid?	Y
Does your lease extend through the end of your requested charter term?	N
<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:</p> <ul style="list-style-type: none"> <input type="checkbox"/> A letter of intent, signed by the building owner, to lease or sell the proposed facility to your organization; or <input type="checkbox"/> 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 	
<p>Describe the condition of your current facility.</p> <p>Our school is set between Lakeview Elementary and our 12th street campus. Both buildings are in fair condition.</p>	
<p>What procedures are in place for handling facility repairs?</p> <p>USD handles the repairs at Lakeview, and Our Operation Manager manages repairs at our 12th street site.</p> <p>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.</p> <p>Our plant custodian and Operation Manager collaborate to ensure that our campus is kept up. School vacation times are used for major maintenance.</p>	

FUTURE PLANS	
<p><u>As applicable:</u> Describe any proposals for additional campuses your school may be approved for and/or are considering seeking approval for during this renewal period.</p> <p><u>Prop 39 request</u></p>	Y
<p><u>As applicable:</u> Describe any material revisions to your charter and rationale for this renewal period. This request will be considered as part of the renewal process.</p> <ul style="list-style-type: none"> <input type="checkbox"/> 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. <input type="checkbox"/> 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). <p>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.</p> <p>- If the revision(s) directly affect(s) the students, explain if and how the proposed revision has been discussed with the parents.</p> <p>If appropriate, describe how student achievement may be impacted by the proposed revision(s). None specifically at this time.</p>	N

American Indian Public High School (AIPHS)
Measurable Pupil Outcomes (MPO's)

77% of our students are proficient or advanced in California Star Results (CST) ELA. 77% of our students are proficient or advanced in California Star Results (CST) Math.

We met the 98% attendance target rate in the past 5 years.

The California High School Exit Exam (CAHSEE) is not applicable.

59% of our students passed at least 1 (one) Advanced Placement Exam by the end of 12th grade, surpassing the 50% target rate.

100% of our students met or exceeded the UC "A-G" requirements by the end of 12th grade, surpassing the 80% target rate.

100% of our students have obtained acceptance into a 4-year college.

APPENDIX V



Introduction:

LEA: American Indian Public High School Contact: Maya Woods-Cadiz, Superintendent, maya.woods-cadiz@aimschools.org, (510) 893-8701 LCAP Year: **2015-2016**

Local Control and Accountability Plan and Annual Update Template

The Local Control and Accountability Plan (LCAP) and Annual Update Template shall be used to provide details regarding local educational agencies' (LEAs) actions and expenditures to support pupil outcomes and overall performance pursuant to Education Code sections 52060, 52066, 47605, 47605.5, and 47606.5. The LCAP and Annual Update Template must be completed by all LEAs each year.

For school districts, pursuant to Education Code section 52060, the LCAP must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities and any locally identified priorities.

For county offices of education, pursuant to Education Code section 52066, the LCAP must describe, for each county office of education-operated school and program, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, who are funded through the county office of education Local Control Funding Formula as identified in Education Code section 2574 (pupils attending juvenile court schools, on probation or parole, or mandatorily expelled) for each of the state priorities and any locally identified priorities. School districts and county offices of education may additionally coordinate and describe in their LCAPs services provided to pupils funded by a school district but attending county-operated schools and programs, including special education programs.

Charter schools, pursuant to Education Code sections 47605, 47605.5, and 47606.5, must describe goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052, including pupils with disabilities, for each of the state priorities as applicable and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the Education Code.

The LCAP is intended to be a comprehensive planning tool. Accordingly, in developing goals, specific actions, and expenditures, LEAs should carefully consider how to reflect the services and related expenses for their basic instructional program in relationship to the state priorities. LEAs may reference and describe actions and expenditures in other plans and funded by a variety of other fund sources when detailing goals, actions, and expenditures related to the state and local priorities. LCAPs must be consistent with school plans submitted pursuant to Education Code section 64001. The information contained in the LCAP, or annual update, may be supplemented by information contained in other plans (including the LEA plan pursuant to Section 1112 of Subpart 1 of Part A of Title I of Public Law 107-110) that are incorporated or referenced as relevant in this document.

For each section of the template, LEAs shall comply with instructions and should use the guiding questions as prompts (but not limits) for completing the information as required by statute. Guiding questions do not require separate narrative responses. However, the narrative response and goals and actions should demonstrate each guiding question was considered during the development of the plan. Data referenced in the LCAP must be consistent with the school accountability report card where appropriate. LEAs may resize pages or attach additional pages as necessary to facilitate completion of the LCAP.

State Priorities

The state priorities listed in Education Code sections 52060 and 52066 can be categorized as specified below for planning purposes, however, school districts and county offices of education must address each of the state priorities in their LCAP. Charter schools must address the priorities in Education Code section 52060(d) that apply to the grade levels served, or the nature of the program operated, by the charter school.

A. Conditions of Learning:

Basic: degree to which teachers are appropriately assigned pursuant to Education Code section 44258.9, and fully credentialed in the subject areas and for the pupils they are teaching; pupils have access to standards-aligned instructional materials pursuant to Education Code section 60119; and school facilities are maintained in good repair pursuant to Education Code section 17002(d). (Priority 1)

Implementation of State Standards: implementation of academic content and performance standards and English language development standards adopted by the state board for all pupils, including English learners. (Priority 2)

Course access: pupil enrollment in a broad course of study that includes all of the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Section 51220, as applicable. (Priority 7)

Expelled pupils (for county offices of education only): coordination of instruction of expelled pupils pursuant to Education Code section 48926. (Priority 9)

Foster youth (for county offices of education only): coordination of services, including working with the county child welfare agency to share information, responding to the needs of the juvenile court system, and ensuring transfer of health and education records. (Priority 10)

B. Pupil Outcomes:

Pupil achievement: performance on standardized tests, score on Academic Performance Index, share of pupils that are college and career ready, share of English learners that become English proficient, English learner reclassification rate, share of pupils that pass Advanced Placement exams with 3 or higher, share of pupils determined prepared for college by the Early Assessment Program. (Priority 4)

Other pupil outcomes: *pupil outcomes in the subject areas described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Education Code section 51220, as applicable. (Priority 8)*

C. Engagement:

Parental involvement: *efforts to seek parent input in decision making at the district and each schoolsite, promotion of parent participation in programs for unduplicated pupils and special need subgroups. (Priority 3)*

Pupil engagement: *school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, high school graduations rates. (Priority 5)*

School climate: *pupil suspension rates, pupil expulsion rates, other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness. (Priority 6)*

Section 1: Stakeholder Engagement

Meaningful engagement of parents, pupils, and other stakeholders, including those representing the subgroups identified in Education Code section 52052, is critical to the LCAP and budget process. Education Code sections 52060(g), 52062 and 52063 specify the minimum requirements for school districts; Education Code sections 52066(g), 52068 and 52069 specify the minimum requirements for county offices of education, and Education Code section 47606.5 specifies the minimum requirements for charter schools. In addition, Education Code section 48985 specifies the requirements for translation of documents.

Instructions: Describe the process used to consult with parents, pupils, school personnel, local bargaining units as applicable, and the community and how this consultation contributed to development of the LCAP or annual update. Note that the LEA's goals, actions, services and expenditures related to the state priority of parental involvement are to be described separately in Section 2. In the annual update boxes, describe the stakeholder involvement process for the review, and describe its impact on, the development of the annual update to LCAP goals, actions, services, and expenditures.

Guiding Questions:

- 1) How have applicable stakeholders (e.g., parents and pupils, including parents of unduplicated pupils and unduplicated pupils identified in Education Code section 42238.01; community members; local bargaining units; LEA personnel; county child welfare agencies; county office of education foster youth services programs, court-appointed special advocates, and other foster youth stakeholders; community

- organizations representing English learners; and others as appropriate) been engaged and involved in developing, reviewing, and supporting implementation of the LCAP?
- 2) How have stakeholders been included in the LEA's process in a timely manner to allow for engagement in the development of the LCAP?
 - 3) What information (e.g., quantitative and qualitative data/metrics) was made available to stakeholders related to the state priorities and used by the LEA to inform the LCAP goal setting process? How was the information made available?
 - 4) What changes, if any, were made in the LCAP prior to adoption as a result of written comments or other feedback received by the LEA through any of the LEA's engagement processes?
 - 5) What specific actions were taken to meet statutory requirements for stakeholder engagement pursuant to Education Code sections 52062, 52068, and 47606.5, including engagement with representatives of parents and guardians of pupils identified in Education Code section 42238.01?
 - 6) What specific actions were taken to consult with pupils to meet the requirements 5 CCR 15495(a)?
 - 7) How has stakeholder involvement been continued and supported? How has the involvement of these stakeholders supported improved outcomes for pupils, including unduplicated pupils, related to the state priorities?

Involvement Process	Impact on LCAP
<p>On March 11, 2014 we met with the Parent Advisory Committee (FAC), the English Learners Advisory Committee (ELAC), and students in which the Site Administrators presented to the parents the areas in which the school was focusing to improve and support the students. American Indian Model Schools (AIMS) parents concurred with the school goals that were chosen. We also looked at the SPSA Goals to make sure they were aligned. The English Learner Parents were particularly pleased that we included an English Learners Goal and that their children were receiving the support they needed to transition them into the English Language. The support we are providing ELL Students of pulling ELL students from non-academic classes to support them in the learning of the English Language was unanimously accepted by all present. As we continue to fine-tune our LCAP, meetings were held with Teachers to get their input in what AIPHS is using as goal. Buy in was also received from parents in improving the Science achievement for American Indian High School Students. Information used for this goal was our SPSA goal and the Science results from STAR in 2013 as well as AP Exams Data. We also had discussions and evaluations from classroom teachers that showed our students were not achieving their potential in Science or Math. Teachers suggested that we</p>	<p>As we met with parents their feedback helped us determine how we can support the ELL students with Pullout services during non-academic core content times. It was agreed that we would need to hire a Resource Teacher to support the English Language Learners. Parents and teachers validated the need for more Science and expanding our Science Laboratory supply so that students are able to get more hands experiences with science experiments. As a result, we have added Science material as well as laboratory equipment. Parents as well as teachers continue to validate the need for improving and providing more support to our students in Mathematics. This is something that will continue to be a focus in our high school goals, and proceed with hiring a Resource Teacher. This will impact what the Tutoring and pullout support will look like for those students who do not come from our feeder programs, since they are the ones coming</p>

add more 1D Overhead Projectors to every classroom so teachers can use to show more Science lessons/experiments and show the breakdown of Math problems before the students are asked to perform such tasks. Mathematics was another area that parents like teachers agreed needed more focus. Some of our students are not quite achieving their full potential and are in need of support. Teachers suggested that we look into adding an extra Math class especially for those kids coming to us as high school students who transfer from other Oakland high schools who are not ready for the rigorous academics that American Indian High School is known for.	<i>in with major deficiencies in the core subject areas of English, Mathematics, and Science. This will also force us to relook at early assessments of those students that transfer to AIPHS at the beginning of the year and in the middle of the year.</i>
Annual Update	Annual Update

Section 2: Goals, Actions, Expenditures, and Progress Indicators

Instructions:

All LEAs must complete the LCAP and Annual Update Template each year. The LCAP is a three-year plan for the upcoming school year and the two years that follow. In this way, the program and goals contained in the LCAP align with the term of a school district and county office of education budget and multiyear budget projections. The Annual Update section of the template reviews progress made for each stated goal in the school year that is coming to a close, assesses the effectiveness of actions and services provided, and describes the changes made in the LCAP for the next three years that are based on this review and assessment.

Charter schools may adjust the table below to align with the term of the charter school's budget that is submitted to the school's authorizer pursuant to Education Code section 47604.33.

For school districts, Education Code sections 52060 and 52061, for county offices of education, Education Code sections 52066 and 52067, and for charter schools, Education Code section 47606.5 require(s) the LCAP to include a description of the annual goals, for all pupils and each subgroup of pupils, to be achieved for each state priority as defined in 5 CCR 15495(i) and any local priorities; a description of the specific actions an LEA will take to meet the identified goals; a description of the expenditures required to implement the specific actions; and an annual update to include a review of progress towards the goals and describe any changes to the goals.

To facilitate alignment between the LCAP and school plans, the LCAP shall identify and incorporate school-specific goals related to the state and local priorities from the school plans submitted pursuant to Education Code section 64001. Furthermore, the LCAP should be shared with, and input requested from, school-site-level advisory groups, as applicable (e.g., school-site councils, English Learner Advisory Councils, pupil advisory groups, etc.) to facilitate alignment between school-site and district-level goals and actions. An LEA may incorporate or reference actions described in other plans that are being undertaken to meet the goal.

Using the following instructions and guiding questions, complete a goal table (see below) for each of the LEA's goals. Duplicate and expand the fields as necessary.

Goal: Describe the goal:

When completing the goal tables, include goals for all pupils and specific goals for schoolsites and specific subgroups, including pupils with disabilities, both at the LEA level and, where applicable, at the schoolsite level. The LEA may identify which schoolsites and subgroups have the same goals, and group and describe those goals together. The LEA may also indicate those goals that are not applicable to a specific subgroup or schoolsite.

Related State and/or Local Priorities: Identify the state and/or local priorities addressed by the goal by placing a check mark next to the applicable priority or priorities. The LCAP must include goals that address each of the state priorities, as defined in 5 CCR 15495(i), and any additional local priorities; however, one goal may address multiple priorities.

Identified Need: Describe the need(s) identified by the LEA that this goal addresses, including a description of the supporting data used to identify the need(s).

Schools: Identify the schoolsites to which the goal applies. LEAs may indicate "all" for all schools, specify an individual school or a subset of schools, or specify grade spans (e.g., all high schools or grades K-5).

Applicable Pupil Subgroups: Identify the pupil subgroups as defined in Education Code section 52052 to which the goal applies, or indicate "all" for all pupils.

Expected Annual Measurable Outcomes: For each LCAP year, identify and describe specific expected measurable outcomes for all pupils using, at minimum, the applicable required metrics for the related state priorities. Where applicable, include descriptions of specific expected measurable outcomes for schoolsites and specific subgroups, including pupils with disabilities, both at the LEA level and at the schoolsite level.

The metrics used to describe the expected measurable outcomes may be quantitative or qualitative, although the goal tables must address all required metrics for every state priority in each LCAP year. The required metrics are the specified measures and objectives for each state priority as set forth in Education Code sections 52060(d) and 52066(d). For the pupil engagement priority metrics, LEAs must calculate the rates specified in Education Code sections 52060(d)(5)(B), (C), (D) and (E) as described in the Local Control Accountability Plan and Annual Update Template Appendix, sections (a) through (d).

Actions/Services: For each LCAP year, identify all annual actions to be performed and services provided to meet the described goal. Actions may describe a group of services that are implemented to achieve the identified goal.

Scope of Service: Describe the scope of each action/service by identifying the schools/sites covered. LEAs may indicate "all" for all schools, specify an individual school or a subset of schools, or specify grade spans (e.g., all high schools or grades K-5). If supplemental and concentration funds are used to support the action/service, the LEA must identify if the scope of service is districtwide, schoolwide, countywide, or charterwide.

Pupils to be served within identified scope of service: For each action/service, identify the pupils to be served within the identified scope of service. If the action to be performed or the service to be provided is for all pupils, place a check mark next to "ALL."

For each action and/or service to be provided above what is being provided for all pupils, place a check mark next to the applicable unduplicated pupil subgroup(s) and/or other pupil subgroup(s) that will benefit from the additional action, and/or will receive the additional service. Identify, as applicable, additional actions and services for unduplicated pupil subgroup(s) as defined in Education Code section 42238.01, pupils redesignated fluent English proficient, and/or pupils subgroup(s) as defined in Education Code section 52052.

Budgeted Expenditures: For each action/service, list and describe budgeted expenditures for each school year to implement these actions, including where those expenditures can be found in the LEA's budget. The LEA must reference all fund sources for each proposed expenditure. Expenditures must be classified using the California School Accounting Manual as required by Education Code sections 52061, 52067, and 47606.5.

Guiding Questions:

- 1) What are the LEA's goal(s) to address state priorities related to "Conditions of Learning"?

- 2) What are the LEA's goal(s) to address state priorities related to "Pupil Outcomes"?
- 3) What are the LEA's goal(s) to address state priorities related to parent and pupil "Engagement" (e.g., parent involvement, pupil engagement, and school climate)?
- 4) What are the LEA's goal(s) to address any locally-identified priorities?
- 5) How have the unique needs of individual schoolsites been evaluated to inform the development of meaningful district and/or individual schoolsite goals (e.g., input from site level advisory groups, staff, parents, community, pupils; review of school level plans; in-depth school level data analysis, etc.)?
- 6) What are the unique goals for unduplicated pupils as defined in Education Code sections 42238.01 and subgroups as defined in section 52052 that are different from the LEA's goals for all pupils?
- 7) What are the specific expected measurable outcomes associated with each of the goals annually and over the term of the LCAP?
- 8) What information (e.g., quantitative and qualitative data/metrics) was considered/reviewed to develop goals to address each state or local priority?
- 9) What information was considered/reviewed for individual schoolsites?
- 10) What information was considered/reviewed for subgroups identified in Education Code section 52052?
- 11) What actions/services will be provided to all pupils, to subgroups of pupils identified pursuant to Education Code section 52052, to specific schoolsites, to English learners, to low-income pupils, and/or to foster youth to achieve goals identified in the LCAP?
- 12) How do these actions/services link to identified goals and expected measurable outcomes?
- 13) What expenditures support changes to actions/services as a result of the goal identified? Where can these expenditures be found in the LEA's budget?

GOAL	By the end of 11th grade all of our students who entered at 9th grade will show proficiency in Reading Language Arts at Grade level.	Related State and/or Local Priorities: 1 ___ 2 ___ 3 ___ 4 ___ 5 ___ 6 ___ 7 ___ 8 ___ COE only: 9 ___ 10 ___ Local : Specify _____
Identified Need	Increase the number of students who score Proficient or above in English Language Arts.	
Goal Applies to	Schools: AIPHS Applicable Pupil Subgroups: All	
Expected Annual	LCAP Year 1: 2014-15 AP English CAHSEE Report Cards- Over the course of this year, 70% of our students will demonstrate	

Measurable Outcomes		Proficiency in Reading Comprehension on Smarter Balanced Test receiving a score of "College Ready."	
Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Staffing: Resource Teacher that is Certified who has the background and skills in working with ELL Students as well as with students who are struggling academically and not performing at grade level. This means that this teacher must have skills to teach literacy (Reading and Writing) that include the Big Five of Reading (Phonemic Awareness, Phonics, Vocabulary Development, Reading Fluency, and Comprehension). Resource Teacher will be working with students who are struggling academically in English Language Arts twice a week for 40 minutes. Resource Teachers will provide 60 minutes of Tutoring five times per week to students in small groups receiving a grade of C- or below.	School-wide	<u> x ALL</u> OR: <u> </u> Low Income pupils <u> </u> English Learners <u> </u> Foster Youth <u> </u> Redesignated fluent English proficient <u> </u> Other Subgroups:(Specify) _____	Maintain highly qualified Resource Teacher at \$57,400 (Title I) Funding for Tutoring \$9,000 (Title I)
Student Support: Classroom Teachers will Provide Tutoring to students receiving a C- or below in English Language Arts.	School-wide	<u> x ALL</u> OR: <u> </u> Low Income pupils <u> </u> English Learners <u> </u> Foster Youth <u> </u> Redesignated fluent English proficient <u> </u> Other Subgroups:(Specify) _____	
Professional Development (PD): Provide PD on Student Engagement, as well as in the Common Core so that the delivery of instruction is engaging and rigorous to meet student needs as well as California's Common Core State Standards.	School-wide	<u> x ALL</u> OR: <u> </u> Low Income pupils <u> </u> English Learners <u> </u> Foster Youth <u> </u> Redesignated fluent English proficient <u> </u> Other Subgroups:(Specify) _____	Allocate \$8,000 for teachers to receive Professional

<p>Curriculum: As we continue to align material to the new state standards with Common Core, new curriculum will be needed to augment our instructional resources. Money will also be allocated to purchase Common Core Math and Language Arts Workbooks so students are challenged to the higher level thinking skills that Common Core tests students on in the new Smarter Balance.</p>	<p>School-wide</p>	<p>Development (Title II)</p> <p>Soft Ware and Hardware for Smarter Balance, Research and AP Language Exams \$5,000 (LCFF Revenues)</p>
<p>LCAP Year 2: 2015-16</p>		
<p>Expected Annual Measurable Outcomes</p>	<p>AP English CAHSEE Report Cards- Over the course of this year, 80% of our students will demonstrate Proficiency in Reading Comprehension on the Smarter Balanced Test receiving a score of "College Ready."</p>	
<p>Actions/Services</p>	<p>Scope of Service</p>	<p>Budgeted Expenditures</p>
<p>Staffing: Resource Teacher that is Certified who has the background and skills in working with ELL Students as well as with students who are struggling academically and not performing at grade level. This means that this teacher must have skills to teach literacy (Reading and Writing) that include the Big Five of Reading (Phonemic Awareness, Phonics, Vocabulary Development, Reading Fluency, and Comprehension).</p> <p>Resource Teacher will be working with students who are struggling academically in English Language Arts twice a week for 40 minutes.</p>	<p>School-wide</p>	<p>Pupils to be served within identified scope of service</p> <p><input checked="" type="checkbox"/> ALL</p> <p>OR:</p> <p><input type="checkbox"/> Low Income pupils <input type="checkbox"/> English Learners</p> <p><input type="checkbox"/> Foster Youth <input type="checkbox"/> Redesignated fluent English proficient</p> <p><input type="checkbox"/> Other Subgroups:(Specify) _____</p> <p>Maintain highly qualified Resource Teacher at \$58,400 (Title I)</p> <p>Funding for Tutoring \$10,000 (Title I)</p>

LCAP Year 2: 2016-17				
Expected Annual Measurable Outcomes	Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Smarter Balance- Over the course of this year, 75% of students will pass bi-monthly Math Assessment generated by the school. All students will demonstrate 60% proficiency in Math on Smarter Balanced Test receiving a score of "College Ready." of Academic Progress Assessment.				
A Resource Teacher will be working with students who are struggling academically in Mathematics twice a week for 40 minutes.		School-wide	<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) _____	
Teachers will provide 60 minutes of Tutoring five times per week to students receiving a grade of C- or below in Mathematics.		School-wide	<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) _____	Funding for Tutoring \$25,000 (Title I)
Teachers will receive Professional Development in Student Engagement, as well as in the Common Core so that the delivery of instruction is engaging and rigorous to meet student needs as well as California's State Common Core Standards.		School-wide	<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) _____	
LCAP Year 3: 2017-18				
Expected Annual Measurable Outcomes	Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
			<input checked="" type="checkbox"/> ALL	

		OR: ___ Low Income pupils ___ English Learners ___ Foster Youth ___ Redesignated fluent English proficient ___ Other Subgroups: (Specify) _____ ___ ALL
		OR: ___ Low Income pupils ___ English Learners ___ Foster Youth ___ Redesignated fluent English proficient ___ Other Subgroups: (Specify) _____ ___ ALL
		OR: ___ Low Income pupils ___ English Learners ___ Foster Youth ___ Redesignated fluent English proficient ___ Other Subgroups: (Specify) _____ ___ ALL

GOAL	Increase English Proficiency for our ELL Students.			Related State and/or Local Priorities: 1 ___ 2 ___ 3 ___ 4 ___ 5 ___ 6 ___ 7 ___ 8 ___ COE only: 9 ___ 10 ___ Local : Specify _____
Identified Need	All of our ELL Students who have been enrolled at American Indian Public High School for three years will score Proficient in CELDT Testing.			
Goal Applies to:	Schools	AIPHS	Applicable Pupil Subgroups	All
LCAP Year 1: 2015-16				
Expected Annual Measurable Outcomes	CELDT - Over the course of the year all ELL Students will receive English Resource support twice a week in small groups. 70% of our ELL Students who have been in the country at least five years will demonstrate Proficiency and Transition into English based on CELDT Test results.			
Resource Teacher will be working with our ELL	Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
	School-			Allocate

students by pulling them out of nonacademic core classes twice a week in small groups for 40 minutes using content specific textbooks developed for the ELL Student.	wide	OR: Low Income pupils <u> </u> x English Learners Foster Youth <u> </u> Redesignated fluent English proficient Other Subgroups:(Specify) <u> </u>	\$2,000 for Textbooks to support ELL Students (Title III)
		ALL OR: Low Income pupils <u> </u> English Learners Foster Youth <u> </u> Redesignated fluent English proficient Other Subgroups:(Specify) <u> </u>	
		ALL OR: Low Income pupils <u> </u> English Learners Foster Youth <u> </u> Redesignated fluent English proficient Other Subgroups:(Specify) <u> </u>	
LCAP Year 2: 2016-17			
Expected Annual Measurable Outcomes	CELDT- Over the course of the year all ELL Students will receive English Resource support twice a week in small groups. 80% of our ELL Students who have been in the country at least 5 years will demonstrate Proficiency and Transition into English based on CELDT Test results.		
Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Resource Teacher will be working with our ELL students by pulling them out of nonacademic core classes twice a week in small groups for 40 minutes using content specific textbooks developed for the ELL Student.	School-wide	ALL OR: Low Income pupils <u> </u> x English Learners Foster Youth <u> </u> Redesignated fluent English proficient Other Subgroups:(Specify) <u> </u>	Allocate \$2,000 for Textbooks to support ELL Students (Title III)
		ALL OR: Low Income pupils <u> </u> English Learners Foster Youth <u> </u> Redesignated fluent English proficient Other Subgroups:(Specify) <u> </u>	



LCAP Year 3: 2017-18			
Expected Annual Measurable Outcomes	Actions/Services	Scope of Service	Budgeted Expenditures
			<div><div>ALL</div><div>OR: Low Income pupils English Learners Foster Youth Redesignated fluent English proficient Other Subgroups: (Specify)</div></div>
			<div><div>ALL</div><div>OR: Low Income pupils English Learners Foster Youth Redesignated fluent English proficient Other Subgroups: (Specify)</div></div>
			<div><div>ALL</div><div>OR: Low Income pupils English Learners Foster Youth Redesignated fluent English proficient Other Subgroups: (Specify)</div></div>
			<div><div>ALL</div><div>OR: Low Income pupils English Learners Foster Youth Redesignated fluent English proficient Other Subgroups: (Specify)</div></div>

GOAL

By the end of 11th grade (students who have been enrolled at AIPHS since 9th grade) the percentage of students passing the AP Physics Science Exam will increase.

Related State and/or Local Priorities:
1 x 2 x 3 4 5 6 7 8 x
COE only: 9 10

Local : Specify _____

Identified Need : Increase Science Proficiency for our all Students.

Goal Applies to: Schools AIPHS

Applicable Pupil Subgroups All

LCAP Year 1: 2015-16

Expected Annual Measurable Outcomes: Progress reports, Report Cards, AP Physics- Over the course of this year, 70% of our students will demonstrate Proficiency in Reading Comprehension on Smarter Balanced Test receiving a score of "College Ready."

Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
		<p>ALL</p> <p>OR:</p> <p>Low Income pupils English Learners</p> <p>Foster Youth Redesignated fluent English proficient</p> <p>Other Subgroups:(Specify)</p>	<p>Funding for Tutoring \$20,000 (Title I)</p>
		<p>ALL</p> <p>OR:</p> <p>Low Income pupils English Learners</p> <p>Foster Youth Redesignated fluent English proficient</p> <p>Other Subgroups:(Specify)</p>	<p>Allocate \$35,000 to purchase Science Kits for Biology, Physics and Chemistry Experiments in lab classes LCFF Revenues)</p>
		<p>ALL</p> <p>OR:</p> <p>Low Income pupils English Learners</p> <p>Foster Youth Redesignated fluent English proficient</p> <p>Other Subgroups:(Specify)</p>	

LCAP Year 2: 2016-17

Expected Annual Measurable Outcomes	Progress reports, Report Cards, AP Physics- Over the course of this year, 75% of our students will demonstrate Proficiency in Reading Comprehension on the Smarter Balanced Test receiving a score of "College Ready."	Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
				ALL OR: Low Income pupils English Learners Foster Youth Redesignated fluent English proficient Other Subgroups:(Specify)	Funding for Tutoring \$25,000 (Title I)
				ALL OR: Low Income pupils English Learners Foster Youth Redesignated fluent English proficient Other Subgroups:(Specify)	Allocate \$50,000 to purchase Science Kits for Biology, Physics and Chemistry Experiments in lab classes (LCFF Revenues)
				ALL OR: Low Income pupils English Learners Foster Youth Redesignated fluent English proficient Other Subgroups:(Specify)	

LCAP Year 3: 2017-18

Expected Annual Measurable Outcomes	
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Actions/Services		Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
			ALL OR: Low Income pupils English Learners Foster Youth Redesignated fluent English proficient Other Subgroups: (Specify)	
			ALL OR: Low Income pupils English Learners Foster Youth Redesignated fluent English proficient Other Subgroups: (Specify)	
			ALL OR: Low Income pupils English Learners Foster Youth Redesignated fluent English proficient Other Subgroups: (Specify)	
GOAL	Maintain high daily attendance with low chronic absenteeism.		Related State and/or Local Priorities: 1 2 3 4 5 6 7 8 COE only: 9 10 Local : Specify	
Identified Need	Maintain 95% Attendance Rate			
Goal Applies to	Schools AIPHS			
	Applicable Pupil Subgroups	All		
LCAP Year 1: 2015-16				
Expected Annual Measurable Outcomes	Daily Attendance Report- Over the course of this year school, AIMS will maintain daily student attendance at 98%.			
	Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
Meet with Parents during Family Nights and invite	School-		x ALL	Allocate

to become partners with our school.		wide	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)	\$1500 for Family Nights (LCFF Revenues)
			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)	
			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)	
LCAP Year 2: 2016-17				
Expected Annual Measurable Outcomes	Daily Attendance Report- Over the course of this year school AMS will maintain daily student attendance at 99%.			
Meet with Parents during Family Nights and invite to become partners with our school.	Actions/Services	Scope of Service	Pupils to be served within identified scope of service	Budgeted Expenditures
			x_ALL	Allocate \$2000 for Family Nights (LCFF Revenues)
			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 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 OR: Low Income pupils English Learners Foster Youth Redesignated fluent English proficient Other Subgroups: (Specify)		
LCAP Year 3: 2017-18				
Expected Annual Measurable Outcomes:				
Actions/Services	Scope of Service	Pupils to be served within identified scope of service		Budgeted Expenditures
		ALL OR: Low Income pupils English Learners Foster Youth Redesignated fluent English proficient Other Subgroups: (Specify)		
		ALL OR: Low Income pupils English Learners Foster Youth Redesignated fluent English proficient Other Subgroups: (Specify)		
		ALL OR: Low Income pupils English Learners Foster Youth Redesignated fluent English proficient Other Subgroups: (Specify)		

Complete a copy of this table for each of the LEA's goals. Duplicate and expand the fields as necessary.

Annual Update

Annual Update Instructions: For each goal in the prior year LCAP, review the progress toward the expected annual outcome(s) based on, at a minimum, the required metrics pursuant to Education Code sections 52060 and 52066. The review must include an assessment of the effectiveness of the specific actions. Describe any changes to the actions or goals the LEA will take as a result of the review and assessment. In addition, review the applicability of each goal in the LCAP.

Guiding Questions:

- 1) How have the actions/services addressed the needs of all pupils and did the provisions of those services result in the desired outcomes?
- 2) How have the actions/services addressed the needs of all subgroups of pupils identified pursuant to Education Code section 52052, including, but not limited to, English learners, low-income pupils, and foster youth; and did the provision of those actions/services result in the desired outcomes?
- 3) How have the actions/services addressed the identified needs and goals of specific school sites and were these actions/services effective in achieving the desired outcomes?
- 4) What information (e.g., quantitative and qualitative data/metrics) was examined to review progress toward goals in the annual update?
- 5) What progress has been achieved toward the goal and expected measurable outcome(s)? How effective were the actions and services in making progress toward the goal? What changes to goals, actions, services, and expenditures are being made in the LCAP as a result of the review of progress and assessment of the effectiveness of the actions and services?
- 6) What differences are there between budgeted expenditures and estimated actual annual expenditures? What were the reasons for any differences?

Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

Original GOAL from prior year LCAP			Related State and/or Local Priorities: 1__ 2__ 3__ 4__ 5__ 6__ 7__ 8__ COE only: 9__ 10__ Local : Specify _____	
	Goal Applies to	Schools Applicable Pupil Subgroups	AIPHS	
Expected Annual			Actual Annual	

Measurable Outcomes		Planned Actions/Services		Actual Actions/Services		Measurable Outcomes	
LCAP Year: 2014-15							
		Budgeted Expenditures		Actual Annual Expenditures			
Scope of service		Scope of service		Scope of service			
X ALL		ALL		ALL			
OR:		OR:		OR:			
Low Income pupils English Learners		Low Income pupils English Learners		Low Income pupils English Learners			
Foster Youth Redesignated fluent English proficient		Foster Youth Redesignated fluent English proficient		Foster Youth Redesignated fluent English proficient			
Other Subgroups:(Specify)		Other Subgroups:(Specify)		Other Subgroups:(Specify)			
Scope of service		Scope of service		Scope of service			
ALL		ALL		ALL			
OR:		OR:		OR:			
Low Income pupils English Learners		Low Income pupils English Learners		Low Income pupils English Learners			
Foster Youth Redesignated fluent English proficient		Foster Youth Redesignated fluent English proficient		Foster Youth Redesignated fluent English proficient			
Other Subgroups:(Specify)		Other Subgroups:(Specify)		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?		Related State and/or Local Priorities: 1__ 2__ 3__ 4__ 5__ 6__ 7__ 8__ COE only: 9__ 10__ Local : Specify _____	
Original GOAL from prior year LCAP			
Goal/ Applies to	Schools	Applicable Pupil Subgroups	
Expected Annual Measurable Outcomes			Actual Annual Measurable Outcomes
LCAP Year: 2014-15			
Planned Actions/Services		Budgeted Expenditures	Actual/Actions/Services
			Estimated Actual/Annual Expenditures
Scope of service			
ALL			
OR:			
Low Income pupils	English Learners		
Foster Youth	Redesignated fluent English proficient		
Other Subgroups:(Specify)			

Scope of service: ALL	Scope of service: ALL	Scope of service: 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)	
What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?		

Related State and/or Local Priorities: 1 2 3 4 5 6 7 8 COE only: 9 10 Local : Specify	
Original GOAL from prior year LCAP	
Goal Applies to	Schools Applicable Pupil Subgroups
Expected Annual Measurable Outcomes	Actual Annual Measurable Outcomes
LCAP Year: 2014-15	
Planned Actions/Services	Actual Actions/Services
Budgeted Expenditures	Estimated Actual Annual Expenditures
Scope of service	Scope of service

ALL OR: Low Income pupils English Learners Foster Youth Redesignated fluent English proficient Other Subgroups:(Specify)		ALL OR: Low Income pupils English Learners Foster Youth Redesignated fluent English proficient Other Subgroups:(Specify)	
Scope of service ALL OR: Low Income pupils English Learners Foster Youth Redesignated fluent English proficient Other Subgroups:(Specify)		Scope of service ALL OR: Low Income pupils English Learners Foster Youth Redesignated fluent English proficient 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?			
Original GOAL from prior year LCAP		Related State and/or Local Priorities: 1 2 3 4 5 6 7 8 COE only: 9 10 Local : Specify	
Goal Applies to Schools Applicable Pupil Subgroups			
Expected Annual Measurable Outcomes		Actual Annual Measurable Outcomes	
LCAP Year: 2014-15			
Planned Actions/Services		Actual Actions/Services	

Budgeted Expenditures	Estimated Actual Annual Expenditures
<div>Scope of service</div> <div>ALL</div> <div>OR:</div> <div>Low Income pupils English Learners</div> <div>Foster Youth Redesignated fluent English proficient</div> <div>Other Subgroups:(Specify)</div>	
<div>Scope of service</div> <div>ALL</div> <div>OR:</div> <div>Low Income pupils English Learners</div> <div>Foster Youth Redesignated fluent English proficient</div> <div>Other Subgroups:(Specify)</div>	
<div>Scope of service</div> <div>ALL</div> <div>OR:</div> <div>Low Income pupils English Learners</div> <div>Foster Youth Redesignated fluent English proficient</div> <div>Other Subgroups:(Specify)</div>	
<div>What changes in actions, services, and expenditures will be made as a result of reviewing past progress and/or changes to goals?</div>	
<div>Original GOAL from prior year LCAP</div>	<div>Related State and/or Local Priorities:</div> <div>1 2 3 4 5 6 7 8</div> <div>COE only: 9 10</div> <div>Local : Specify</div>
Goal Applies to	Schools

Applicable Pupil Subgroups		Actual Annual Measurable Outcomes
Expected Annual Measurable Outcomes		
LCAP Year: 2014-15		
Planned Actions/Services	Budgeted Expenditures	Actual Actions/Services
		Estimated Actual Annual Expenditures
Scope of service __ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____		Scope of service __ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____
Scope of service __ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __Other Subgroups:(Specify)_____		Scope of service __ALL OR: __Low Income pupils __English Learners __Foster Youth __Redesignated fluent English proficient __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?

Complete a copy of this table for each of the LEA's goals in the prior year LCAP. Duplicate and expand the fields as necessary.

Section 3: Use of Supplemental and Concentration Grant funds and Proportionality

- A. In the box below, identify the amount of funds in the LCAP year calculated on the basis of the number and concentration of low income, foster youth, and English learner pupils as determined pursuant to 5 CCR 15496(a)(5).


Describe how the LEA is expending these funds in the LCAP year. Include a description of, and justification for, the use of any funds in a districtwide, schoolwide, countywide, or charterwide manner as specified in 5 CCR 15496.

For school districts with below 55 percent of enrollment of unduplicated pupils in the district or below 40 percent of enrollment of unduplicated pupils at a schoolsite in the LCAP year, when using supplemental and concentration funds in a districtwide or schoolwide manner, the school district must additionally describe how the services provided are the most effective use of funds to meet the district's goals for unduplicated pupils in the state and any local priority areas. (See 5 CCR 15496(b) for guidance.)

Total amount of Supplemental and Concentration grant funds calculated: \$

- B. In the box below, identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all pupils in the LCAP year as calculated pursuant to 5 CCR 15496(a).

Consistent with the requirements of 5 CCR 15496, demonstrate how the services provided in the LCAP year for low income pupils, foster youth, and English learners provide for increased or improved services for these pupils in proportion to the increase in funding provided


 NATIONAL CENTER FOR EDUCATION STATISTICS
 U.S. DEPARTMENT OF EDUCATION
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 WWW: [WWW: http://nces.ed.gov/ipeds/data/2000](http://nces.ed.gov/ipeds/data/2000)

For the purposes of completing the LCAP in reference to the state priorities under Education Code sections 52060 and 52066, the following shall apply:

(1) The number of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30) who are chronically absent where “chronic absentee” means a pupil who is absent 10 percent or more of the schooldays in the school year when the total number of days a pupil is absent is divided by the total number of days the pupil is enrolled and school was actually taught in the total number of days the pupil is enrolled and school was actually taught in the regular day schools of the district, exclusive of Saturdays and Sundays.

(3) Divide (1) by (2).

(b) "Middle School dropout rate" shall be calculated as set forth in California Code of Regulations, title 5, section 1039.1.

(c) "High school dropout rate" shall be calculated as follows:

(1) The number of cohort members who dropout by the end of year 4 in the cohort where "cohort" is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.

(2) The total number of cohort members.

(3) Divide (1) by (2).

(d) "High school graduation rate" shall be calculated as follows:

(1) The number of cohort members who earned a regular high school diploma [or earned an adult education high school diploma or passed the California High School Proficiency Exam] by the end of year 4 in the cohort where "cohort" is defined as the number of first-time grade 9 pupils in year 1 (starting cohort) plus pupils who transfer in, minus pupils who transfer out, emigrate, or die during school years 1, 2, 3, and 4.

(2) The total number of cohort members.

(3) Divide (1) by (2).

(e) "Suspension rate" shall be calculated as follows:

(1) The unduplicated count of pupils involved in one or more incidents for which the pupil was suspended during the academic year (July 1 – June 30).

(2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).

(3) Divide (1) by (2).

(f) "Expulsion rate" shall be calculated as follows:

(1) The unduplicated count of pupils involved in one or more incidents for which the pupil was expelled during the academic year (July 1 – June 30).

(2) The unduplicated count of pupils with a primary, secondary, or short-term enrollment during the academic year (July 1 – June 30).

(3) Divide (1) by (2).



APPENDIX W



American Indian Public High School (AIPHS)

Measurable Pupil Outcomes (MPO's) 2016 Response

MPO	Results
California STAR Exam: 85% proficiency in ELA 80% Proficiency in Math	77% of our students Met or exceeded in ELA ON Smarter Balance. 77% of our students Met or exceeded on Math Smarter Balance.
Attendance Rate: Meet or exceed 98% each of the next five years	We met the 98% attendance target rate in for the past 5 years.
AP Exams: 50% of students will pass at least 1 AP exam by the end of twelfth grade	59% of our students passed at least 1 (one) Advanced Placement Exam by the end of 12th grade, surpassing the 50% target rate.
UC A-G Requirements: 80% of students will meet or exceed the UC A-G requirements by the end of Twelfth grade	100% of our students met or exceeded the UC "A-G" requirements by the end of 12th grade, surpassing the 80% target rate.
College Acceptance Rate: 100% of twelfth grade students will obtain acceptance into a 4 year college or university	100% of our students have obtained acceptance into a 4-year college.



APPENDIX X



Facilities and Future Plans

FACILITIES/ADA - APPLIES ONLY TO NON-OSD FACILITIES (CURRENT OR PLANNED)

Is the facility meeting the needs of your staff and students? Yes

Will the facility continue to accommodate your growth needs? No

If applicable is your current lease still valid?

AIPHS contributes to the mortgage for the building that was purchased by American Indian Model Schools. N/A

Does your lease extend through the end of your requested charter term? N/A

Describe the condition of your current facility.

General

AIPHS shares a location with AIPCSI and AIPCSII located on 171 12th Street Oakland, CA 94607. AIPHS also is located on the Lakeview campus in a Prop 39 facility. The Prop 39 facility is not large enough to house our full community. 171 12th street is a three story building with underground parking garage with direct elevator access. Our school prides itself in providing a safe, clean, and well maintained environment to its families and staff members. As of now, our facility does not need any repair work. The school grounds, restrooms, and building are in excellent condition. Our facility committee has been working continuously throughout the year to ensure that we have a clean and safe facility. Any repairs or problems are given immediate attention.

Cleaning

During the day, everyone at school contributes to the cleanliness of the school by picking up after themselves, sweeping the floor, wiping down the tables after lunch, etc. Throughout the day as well as after school, custodial staff work to maintain a clean campus on a daily basis.

What procedures are in place for handling facility repairs?

AIMS model dictates that anything that requires maintenance or repair be addressed in an effective and timely fashion. Any issues that arise during the school day are communicated to the appropriate personnel by our admin team to be serviced. Maintenance/repair personnel are immediately contacted by our admin staff during the day an issue.

Describe systems for ongoing maintenance of the facility and if applicable, provide a copy of the contract for provision of maintenance services for the facility.

Regional repairs and maintenance are made as needed. Fresh coats of interior and exterior paint are applied throughout the school every year. About once a month we do a deep cleaning for the floors and the carpet. We regularly wash the windows and the walls. The bathrooms are cleaned during the school day and in the evening. The common areas are cleaned after lunch and in the evening. The ventilation vents are cleaned once a month. We have used the Facility Inspection Tool from the State of California OPSC (Office of Public School Construction) to systematically gather insight about the condition of our facility.

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.

AIPHS has submitted a Prop 39 Request. Please see attached documents.

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.

-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 approvedm 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 budge may or will be impacted in the current school year and in the subsequent school years.

- 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 acheivement may be impacted by the proposed revision(s).

N/A

Board Office Use: Legislative File Info.	
File ID Number	15-1392
Introduction Date	6/24/2015
Enactment Number	
Enactment Date	



**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

OFFICE OF THE GENERAL COUNSEL

Memo

To Board of Education

From David Montes, Deputy Chief
Jacqueline P. Minor, General Counsel

Board Meeting Date June 24, 2015

Subject **Facilities Use Agreement**

Action Requested

**Approval Of Proposition 39 Facilities Use Agreement
With American Indian Public Charter School For Use Of
Classroom At Lakeview Elementary School, 746 Grand
Avenue, Oakland, Ca 94610 For The 2015-16 School
Year Serving Grades 9 - 12**

Background and Discussion

The facility offer for AIMS is for one year only, during the 2015-2016 school year. The offer includes 8 classrooms, and administrative space and shared use of other space on the Lakeview campus, sufficient to house approximately 185 students in Grades 9-12. AIMS has been informed that Lakeview will be a shared site for the 2015-16 school year and will be shared with the District's Community Schools and Student Services Department and Student Assignment Office. AIMS has also been informed that the District has an immediate need for the Lakeview site for the 2016-17 school year to house a District program. The District and AIMS are fully committed to meeting the District's obligation to make alternative space available for the AIMS program starting in the 2016-17 school year. The District and AIMS have agreed to collaborate to develop a long term solution that may include a ground lease and the development of a co-located, shared campus that will include the AIMS program housed at Lakeview for the 2015-16 school year.

Recommendation

**Approval of Proposition 39 Facilities Use Agreement with
American Indian Public Charter School for the 2015-16 School
Year**

Fiscal Impact

Annual Revenue of \$ 33,443 for 15-16 FY

Attachment

Agreement
Site Layout

**FACILITIES USE AGREEMENT BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT AND AMERICAN
INDIAN PUBLIC CHARTER SCHOOL
FOR USE OF CLASSROOM SPACE FOR EDUCATIONAL
PURPOSES AT LAKEVIEW ELEMENTARY SCHOOL, 746 GRAND
AVENUE, OAKLAND, CA 94610 FOR THE 2015-16 SCHOOL YEAR
SERVING GRADES 9 - 12**

THIS FACILITIES USE AGREEMENT ("Agreement") is effective and commences the 7th day of August, 2015 and is by and between the **OAKLAND UNIFIED SCHOOL DISTRICT**, a California public school district ("District"), and **AMERICAN INDIAN PUBLIC CHARTER SCHOOL**, a California non-profit public benefit corporation ("AIMS" or "Charter School"). District and Charter School may be referred to herein individually as a "Party" or collectively as the "Parties." AIMS agrees that it will serve approximately 185 students in Grades 9-12 at the Lakeview premises.

RECITALS

WHEREAS, Charter School is a non-profit public benefit corporation that is operating a charter approved by the Oakland Unified School District under the laws of the Charter Schools Act of 1992 (Education Code § 47600 *et seq.*); and

WHEREAS, the District and Charter School enter into this Agreement wherein the District, under Proposition 39 and consistent with California Code of Regulations, tit. 5, section 11969.1 *et seq.*, and Charter School mutually agree that the Charter School will occupy classrooms and use facilities (the "Premises") sufficient to house approximately 185 students in Grades 9-12, as particularly described in Exhibit A and located at 746 Grand Avenue, Oakland, CA 94610 (the "School Site"), for one year only, during the 2015-2016 school year;

WHEREAS, AIMS has been informed that Lakeview will be a shared site for the 2015-16 school year and will be shared with the District's Community Schools and Student Services Department and Student Assignment Office;

WHEREAS, the District has informed AIMS that this Agreement is for the 2015-16 school year and that the District has an immediate need for the Lakeview site for the 2016-17 school year to house a District program;

WHEREAS, the District and AIMS are fully committed to meeting the District's obligation to make alternative space available for the AIMS program starting in the 2016-17 school year;

WHEREAS, the District and AIMS have agreed to collaborate to develop a long term solution that may include a ground lease and the development of a co-located, shared campus that will include the AIMS program housed at Lakeview for the 2015-16 school year;

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

AGREEMENT

1. **Use of Premises.** District agrees to allow use of the Premises at the School Site(s) by Charter School for the sole purpose of operating Charter School's educational program in accordance with all applicable federal, state and local regulations relating to the Premises and to the operation of Charter School's educational program. Charter School shall not use the Premises for any use other than that specified in this Agreement without the prior written consent of District.

- 1.1. Charter School shall not commit, or suffer to be committed, any waste upon the Premises, or allow any sale by auction upon the Premises, or allow the Premises to be used for any unlawful purpose, or place any loads upon the floor, walls or ceiling which endanger the structure, or place any harmful liquids in the plumbing, sewer or storm water drainage system of the Premises. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the Premises except in trash containers designated for that purpose.
- 1.2. Any uses which involve the serving and/or sale of alcoholic beverages and the conducting of games of chance are prohibited on the Premises. Charter School shall comply with the District-wide policy prohibiting the use of tobacco products on the Premises at all times.
- 1.3. Charter School shall not use or permit the use of the Premises or any part thereof for any purpose that is not consistent with for a public educational facility.
- 1.4. During the Term, Charter School shall comply with all District policies and procedures regarding the use and occupation of District facilities, including but not limited to Campus Security and Disruptions.
- 1.5. Charter School shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the District's existing insurance rate or affect any fire or other insurance upon the Premises, or cause a cancellation of any insurance policy covering the Premises or any part thereof or any of the contents of the Premises, nor shall the Charter School sell or permit to be kept, used or sold in or about the Premises any articles which may be prohibited by a standard form policy of fire insurance.
- 1.6. **Civic Center Act.** Charter School agrees to comply with the provisions of the Civic Center Act (Education Code § 38131 *et seq.*) to make the Premises accessible to members of the community.

2. Shared Space.

The District hereby grants to the Charter School the right to joint use of the following "Shared Space" solely for the purposes to perform Charter School's Activities on the terms and conditions set forth herein:

- 2.1. **PARKING:** Charter School shall have non-exclusive use of the parking lot located on the School Site. Charter School shall abide by District's policies concerning the use of the parking lot, including the District policy relating to the drop-off and pick-up of students. Charter School's use of the parking lot shall be on a first-come, first-serve basis but shall not unreasonably impact other occupants with similar access rights to the parking lot. Charter School shall not abandon any inoperative vehicles or equipment on any portion of the School Site. District shall not be liable for any personal injury suffered by Charter School or Charter School's visitors, invitees and guests or for any damage to or destruction or loss of any of Charter School's personal property located or stored in the parking lot, street parking, or the School Site or the personal property of Charter School's visitors, invitees and guests, except where such damage is caused by the District's negligence or misconduct. Charter School accepts parking "as is" and Charter School acknowledges that District has not made and is not making any warranties whatsoever with respect to the parking.
- 2.2. **ATHLETIC FACILITIES:** The District shall allow the Charter School to schedule supervised student use of the School Site and blacktop area so that the Charter School will provide its own Physical Education programs within the school day using this Shared Space. The Charter School shall coordinate with the District to schedule its use of the athletic facilities for Physical Education.
- 2.3. **BATHROOMS:** Charter School students and staff shall have equal access to bathrooms located in Shared Space.
- 2.4. **COMMON HALLWAYS:** The District shall allow Charter School students to use common hallways, as may be necessary, for ingress and egress to the Dedicated Space and Shared Space.
- 2.5. **DINING AREA/CAFETERIA** after January 1, 2016: The District shall allow the Charter School to schedule supervised student use of the School Site's dining area as outlined in herein.
- 2.6. **COORDINATING SHARED USE:** Charter School use of the Shared Space shall be coordinated through the District. The District shall provide the Charter School with appropriate keys to access Shared Space no fewer than seven (7) days prior to the Commencement Date.
- 2.7. **STUDENT DISCIPLINE:** The District and the Charter School will collaborate to resolve any student disciplinary issues that involve students and/or the personal property of both the Charter School and other District programs. The District shall otherwise have no responsibility as it relates to student discipline of Charter School students.
- 2.8. **BELL SCHEDULE/ALARMS/ANNOUNCEMENTS:** It is recognized that the Charter School may have a separate bell schedule. If deemed feasible, the Dedicated Space will have a separate

intercom and bell system. If not feasible, the principal of the Charter School and the Deputy Chief of the District shall collaborate in the development of a plan.

3. Furnishings and Equipment for In-District Students.

- 3.1. The District may provide furnishings and equipment at the Dedicated Space for Charter School's In-District Enrollment ADA as agreed by the Parties. These furnishings and equipment shall remain the property of the District. The District and the Charter School shall develop a mutually agreeable inventory of furnishings and equipment that will be located at the Dedicated Space.

4. Emergency Procedures.

- 4.1. The principal of the Charter School and the Deputy Chief of the District shall immediately inform one another or their designees of any health and/or safety emergency as they relate to the safety of the parties located on the School Site. This includes reports of any serious incident that takes place on the School Site where the police, fire department, or paramedics are involved, including, but not limited to, incidents of physical or sexual abuse, bomb threats, weapons on the School Site, and the sale of narcotics on the School Site. Charter School staff, faculty, and students shall cooperate with, and participate in, any lockdowns or exigent security procedures required by the District at the School Site.
- 4.2. The Charter School will be notified two (2) school days in advance of scheduled fire drills and emergency drills on the School Site which may disrupt the Charter School and its operations. Charter School will provide notification two (2) school days in advance to the District of scheduled fire drills and emergency drills on the School Site which may disrupt the District School and its operations.
- 4.3. To the extent feasible, fire and other security and emergency alarm testing will be limited to after-school hours or non-teaching/training days. The principal of the Charter School and the District Staff shall coordinate with each other to identify appropriate dates and times for these tests.

5. Safety of School Site and Dedicated Space.

- 5.1. The School Site, including the Designated Space, may be monitored by a safety system or protocol implemented, maintained and operated by District ("District's Safety Measures"). However, Charter School specifically acknowledges, understands, and agrees that District is neither responsible for nor has the obligation to supply, provide, establish, maintain, or operate District's Safety Measures for either Charter School or the Designated Space. Charter School further expressly acknowledges and agrees that District shall not be liable for and is hereby released from any and all responsibility for any damage, loss, or injury to Charter School or its personal property resulting or arising out of any

criminal activity (including, but not limited to, any damage, loss, or injury resulting from intrusions, petty theft, vandalism, or other similar acts) that may occur on or near the Designated Space, regardless of whether District was able to, actually did, or failed to provide notice to Charter School of a safety incident or situation occurring on the Designated Space which led to the damage, loss, or injury. District makes no warranties or representations as to the safety or security of Charter School, the Designated Space, the School Site, or District's Safety Measures. Unless expressly agreed to by District and Charter School, Charter School shall be responsible, at its sole cost, for supplying, providing, establishing, maintaining, and operating its own safety measures, protocols, personnel, or systems to encourage and ensure the security of Charter School, its agents, officers, employees, licensees and invitees, and the Designated Space ("Charter School's Safety Measures"); provided, however, that Charter School must obtain prior written approval from District prior to employing Charter School's Safety Measures and provided that all of Charter School's Safety Measures are compatible with District's safety system or protocol.

6. Condition of Dedicated Space.

- 6.1. District shall not be required to make or construct any alterations including structural changes, additions or improvements to the Dedicated Space except as set forth in this Agreement. District shall, however, remain responsible for compliance with ADA, FEHA and other applicable building code standards but only to the extent that would be required of District without regard to Charter School's use of the Dedicated Space. By entry and taking possession of the Dedicated Space pursuant to this Agreement, Charter School acknowledges and agrees the Dedicated Space is "reasonably equivalent".
- 6.2. Charter School acknowledges that neither District nor District's agents have made any representation or warranty as to the suitability of the Dedicated Space for Charter School or Charter School's Program. Any agreements, warranties or representations not expressly contained in this Agreement shall in no way bind the District or Charter School, and District and Charter School expressly waive all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Agreement.
- 6.3. The Parties agree that if the structural elements of the Dedicated Space become damaged to a lesser condition than currently exists, and if the structural damage is due to no fault or negligence of Charter School, then District will repair the damage in order to bring it back to a condition which is similar to the condition which exists at the time Charter School takes possession of the Dedicated Space. District may, however, terminate this Agreement if the cost to repair the Premises exceeds Five Hundred Thousand dollars (\$500,000) per incident. District will pro-rate the Rent during the "repair" period, if the resulting structural damage prohibits Charter School from carrying out its normal daily Activities. If District elects not to perform a repair estimated to cost in excess of \$500,000 per incident, Charter School may elect to remain in possession of the Dedicated Space and pay the Rent, unless revised through mutual agreement of

the Parties, or Charter School may elect to terminate this Agreement. If necessary and to the extent practicable, the District shall provide the Charter School temporary housing on the School Site, or another school site that is near to the Dedicated Space for any part of the Charter School program that is displaced by the partial damage and/or the repair work of the same.

- 6.4. As used in the Agreement, the term "structural elements of the building" are defined as and shall be limited to the foundation, footings, floor slab but not flooring, structural walls excluding glass and doors, and the roof excluding skylights. Plumbing, electrical and heating systems shall be considered "structural elements of the building" excluding, however, those repairs and maintenance items which can be completed without wall or floor removal.

7. **Title to School Site/Dedicated Space.** The Parties acknowledge that title to the School Site/ Dedicated Space is held by District.

8. **Term.**

- 8.1. The term of this Agreement shall be for one year. The commencement date shall be August 7, 2015, ("Commencement Date"), and, unless sooner terminated under any provision hereof, this Agreement shall end on June 30, 2016 ("Term"). Charter School may take possession of the shared premises on August 7, 2015.

9. **Pro Rata Share Charge.**

- 9.1. For and in consideration of the use of the Premises for the Term of the Agreement Charter School agrees to pay District the following sums ("Pro Rata Share") under California Code of Regulations, Title 5, section 11969.7:

\$3.80 per square foot. Based on Charter School's square footage of 8,801 SF, the Pro Rata Share is \$33,443 annually.

- 9.2. Charter School understands that, in consideration of the District providing ongoing operations and maintenance of the facilities on the Premises, the District may include facilities costs related to operations and maintenance in the calculation of the pro-rata share.
- 9.3. The Pro Rata Share for the first month shall be due upon the first date of use or occupation of the Premises by Charter School. Thereafter, the Pro Rata Share shall be due on the first of each month until the expiration or termination of the Agreement.
- 9.4. Charter School shall promptly pay to District the Pro Rata Share on the first day of each month in advance during the Term of the Agreement, without deduction, setoff, prior notice or demand.

- 9.5. Charter School acknowledges that late payment by Charter School to District of the Pro Rata Share and other sums due hereunder will cause District to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Those costs include, but are not limited to, processing and accounting charges. Accordingly, if District does not receive any installment of the Pro Rata Share or any other sum due from Charter School by 4:00 p.m. within ten (10) days after the Pro Rata Share is due, Charter School shall pay to District, as additional sums due, a late charge equal to five percent (5%) of the overdue amount or the maximum amount allowed by law, whichever is less. The Parties hereby agree that any late charge assessed to Charter School shall represent a fair and reasonable estimate of the costs District will incur by reason of late payment by Charter School. Acceptance of any late sums by District shall in no event constitute a waiver of Charter School's default with respect to any overdue amount, nor prevent District from exercising any of its other rights and remedies granted hereunder.
10. **Over-Allocation.** The District reserves the right to collect over-allocation and other applicable fees and reimbursements from Charter School, pursuant to California Code of Regulations, Title 5, section 11969.8.
11. **Utilities.** District shall furnish or cause to be furnished to the Premises necessary utilities. For purposes of the Agreement, utilities include electrical, natural gas, sewer, waste disposal/recycling and water services. The District's failure to furnish or cause to be furnished utilities when the failure is caused by (i) acts beyond the reasonable control of the District; (ii) strikes, lockouts, labor disturbances or labor disputes of any kind; (iii) any laws, rules, orders, ordinances, regulations, requirements or any other action by federal, state, county or municipal authority; or (iv) any other unavoidable delay, shall not cause the District to be in default of the Agreement and shall not result in any liability of the District. Charter School shall comply with all District energy conservation policies relating to use of the Premises.
- 11.1. The Charter School shall pay the District's costs to provide the Utilities in an amount equal to the percentage of the Charter School's use of the School Site ("Use Percentage") multiplied by the total cost of Utilities provided to the School Site. The Use Percentage shall be calculated based on the square footage of the Dedicated Space plus the Charter School's proportional use of Shared Space, if applicable, as shown in Exhibit "A". Charges for Utilities shall be paid by Charter School on a quarterly basis as billed by the District. Charter School's share is approximately 36.4%.
- 11.2. The Charter School shall obtain its own internet service and telephone provider and shall assume sole responsibility for upkeep and maintenance of all telephone systems, data lines, and related equipment, software and hardware. Charter School may use any pre-existing T-1 Line located in the Dedicated Space, if any. In the event Charter School uses a pre-existing T-1 Line, Charter School shall transfer billing of the line to Charter School upon approval from the District's Technology Services Department.

- 12. Furnishings and Equipment.** The District shall provide, in accordance with the Proposition 39 regulations, furnishings and equipment at the Premises for Charter School's in district enrollment. These furnishings and equipment shall remain the property of the District. The furnishings and equipment provided shall be equivalent to those furnishings and equipment provided in the comparison group of schools in accordance with California Code of Regulations, Title 5, section 11969.3. The District and the Charter School shall develop a mutually agreeable inventory of furnishings and equipment that will be located at the Premises. District shall only be obligated to replace furnishings and equipment supplied by the District in accordance with District established schedules and practices.
- 13. Additional Services.** Charter School and District may negotiate additional services or equipment as requested by Charter School. District shall assess Charter School separately for the cost to provide the additional services, if any.
- 14. Condition of Premises.**
- District shall not be required to make or construct any alterations including structural changes, additions or improvements to the Premises except as set forth herein. District shall, however, remain responsible for compliance with the requirements of the Americans with Disabilities Act, California Fair Employment and Housing Act, and other applicable building code standards, but only to the extent the compliance would be required of District for use of the Premises by a school of the District. By entry and taking possession of the Premises pursuant to this Agreement, Charter School accepts the Premises in "AS IS" condition and acknowledges and agrees the Premises are "reasonably equivalent" as that term is defined in Proposition 39.
- 15. Title to School Site(s) / Classroom Buildings.** The Parties acknowledge that title to the School Site and Premises is held by District.
- 16. District's Entry and Access to Premises.** District and its authorized representatives shall have the right, after two school-days' prior written notice to Charter School, to enter the Premises during normal business hours for the purpose of inspection ("Inspection"); or to perform deferred maintenance in or on the Premises in a manner so as not to disrupt the normal classroom and school activities; provided, however, that in an emergency situation, no prior notice shall be required. In an emergency, District shall give notice to Charter School immediately upon District's receipt of notification of any emergency. If Charter School is not present to open and permit an entry into the Premises in an emergency situation as reasonably determined by District, District may enter by means of a master key without liability to Charter School.
- 16.1.** If Charter School is violating the use restrictions of the Agreement or is not in material compliance with any applicable law, then all reasonable costs and expenses reasonably and actually incurred by District in connection with any Inspection shall become due and payable by Charter School as additional sums due District, within ten (10) days of presentation by District of an invoice for the Inspection.

16.2. If Charter School fails to perform any covenant or condition to be performed by Charter School pursuant to the Agreement or the Charter School's charter, District and its authorized representative shall have the right, after reasonable prior written notice to Charter School, to enter the Premises during normal business hours for the purpose of performing the covenant or condition at District's option after thirty (30) days' written notice to and failure to perform by Charter School (provided, no written notice is required in the case of emergencies). All costs incurred by District shall be reimbursed to District by Charter School within ten (10) days of written demand, together with interest at the Interest Rate computed from the date incurred by District until paid. Any performance by District of Charter School's obligations shall not waive or cure the default. All reasonable out-of-pocket costs and expenses actually incurred by District, including reasonable attorneys' fees (whether or not legal proceedings are instituted), in collecting the fees herein or enforcing the obligations of Charter School under the Agreement shall be paid by Charter School to District within ten (10) days of written demand.

16.3. District may, during the progress of such work, keep and store on the Premises all necessary materials, tools, supplies and equipment. District shall not be liable for inconvenience, annoyance, disturbance, loss of business or other damage to Charter School by reason of making the repairs or the performance of any work.

16.4. Notwithstanding the foregoing and without further notice, District shall have the right to enter the Premises to conduct its own operations, to perform any routine or deferred maintenance, custodial services, or conduct inspections of the Premises. District will use reasonable efforts during the course of any access of the Premises to not disrupt Charter School's classroom and instructional activities consistent with District's practices at its schools. Where practicable, District shall provide relevant scheduling information to Charter School.

16.5. Charter School expressly waives any claim for damages for any inconvenience to or interference with the Charter School's educational program, any loss or use of quiet enjoyment of the Premises related to District's entry into the Premises for the purposes identified in this Section.

17. Surrender of Premises, Furnishings and Equipment.

17.1. On the last day of the Term, or on sooner termination of this Agreement, Charter School shall surrender the Premises, Furnishings and Equipment to District and any existing improvements in good order, condition and repair, free and clear of all liens, claims and encumbrances, though nothing in this provision shall be construed to authorize Charter School to allow or cause to be placed any liens, claims and/or encumbrances of any kind, unless expressly permitted in this Agreement. The condition of the Premises when surrendered shall be similar to that existing as of the Commencement Date of this Agreement excepting normal ordinary wear and tear and any structural improvements made by District subsequent to the Commencement Date. This Agreement shall operate as a

conveyance and assignment to District of any improvements identified by District to remain on the Premises.

- 17.2. Charter School shall remove from the Premises all of Charter School's personal property, trade fixtures, and any improvements made by Charter School which Charter School and District agreed would be removed by Charter School and which may be removed without irreparable or material damage to the Premises. Removal of Charter School's property shall be subject to all applicable laws, including any local permits and/or approval by the California Department of General Services, Division of the State Architect.
- 17.3. All property that is not removed on or before the end of the Term shall be deemed abandoned by Charter School and associated costs to store, remove or dispose of abandoned property shall be the responsibility of the Charter School. If the Premises are not surrendered at the end of the Term or upon earlier termination of this Agreement, Charter School shall indemnify District against loss or liability resulting from delay by Charter School in surrendering the Premises including, without limitation, any claims made by any succeeding Charter School or loss to District due to lost opportunities to timely obtain succeeding tenants.
- 17.4. **Holding Over.** If Charter School remains in possession of the Premises or any part thereof after the end of the Term or upon earlier termination of this Agreement without the express written consent of District, Charter School's occupancy shall be a tenancy on a month-to-month basis for a pro rata share equal to one hundred fifty percent (150%) of all monthly sums charged and owing the previous thirty (30) calendar day period.
- 17.5. No payment of money by Charter School after the termination of the Agreement, or after the giving of notice of termination by the District to the Charter School, shall reinstate, continue or extend the Term.
18. **Taxes and Assessments.** Charter School shall pay any assessment on the Premises, including any improvements which Charter School constructs or causes to be constructed on the Premises, whether real estate, general, special, ordinary or extraordinary, or rental levy or tax, improvement bond, and/or fee imposed upon or levied against the Premises or Charter School's legal or equitable interest created by this Agreement, and the taxes assessed against and levied upon Charter School's alterations and utility installations that may be imposed by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Premises' address and where the proceeds so generated are applied by the city, county or other local taxing authority having jurisdiction. The provisions of this Section shall survive the expiration or earlier termination of this Agreement. Nothing in this Section shall be construed to override the requirement in the Section "Title to and Removal of Charter School's Improvements/Premises; Equipment Requirements" of this Agreement that Charter School obtain the express written consent of the District to perform any improvements on the site, unless expressly permitted by this Agreement.

19. Maintenance.

19.1. Routine Repair, Cleaning and General Maintenance – Co-located School Sites. In cases of co-location between the District and Charter School, District shall be responsible for the routine repair, cleaning and general maintenance of the Premises and any furnishing or equipment provided to Charter School. For purposes of the Agreement, "routine repair, cleaning and general maintenance" shall mean the school facility component work performed on an annual basis each year to keep facilities in proper operating condition. District shall also be responsible for ongoing operations and maintenance of the facilities on the Premises as defined in California Code of Regulations, Title 5, section 11969.4(b). The District shall only be obligated to perform routine repair, cleaning and general maintenance on the Premises on an equivalent basis as that performed at other comparable District school sites. Charter School will be responsible for its fair share of routine repair, cleaning and general maintenance costs. Charter School shall be billed separately.

19.2. Deferred Maintenance. District shall be responsible for the major maintenance of the Premises. For purposes of the Agreement, "major maintenance" includes, for example, the major repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. All other kinds of maintenance shall be considered routine maintenance and shall also be the responsibility of District. The District shall only be obligated to perform deferred maintenance on the Premises on an equivalent basis as that performed at other comparable District school sites.

20. Title to and Removal of Charter School's Improvements/Premises; Equipment Requirements.

20.1. Charter School shall not construct or cause to be constructed on the Premises any improvements ("Charter School's Improvements") without express prior written consent from the District. For District consent and approval, Charter School's Improvements must be considered necessary to the operation of Charter School's educational program.

20.2. Any modifications to the Premises must be approved in writing in advance by District. Charter School's contractor must be approved in advance by District. All contractors and subcontractors of Charter School, if any, shall be duly licensed in the State of California. Charter School shall be solely responsible for maintaining the Premises and Charter School's Improvements installed thereon during the Term of this Agreement, including any extensions, and for compliance with all applicable laws or ordinances, rules and regulations.

20.3. Under all circumstances, Charter School must seek and receive approval from the Division of the State Architect for any of Charter School's Improvements.

20.4. Charter School shall not install any ovens, stoves, hot plates, toasters, or similar items (not including microwave ovens) without the prior written consent of the District.

20.5. Charter School shall at all times indemnify and hold District harmless from all claims for labor or materials in connection with construction, repair, alteration, or installation of structures or improvements within the Premises, and from the cost of defending against such claims, including attorney's fees. Charter School shall provide District with at least ten (10) days written notice prior to commencement of any work which could give rise to a mechanics' lien or stop payment notice. District has the right to enter upon the Premises for the purpose of posting Notices of Non-responsibility. In the event a lien is imposed upon the Premises as a result of such construction, repair, alteration, or installation, Charter School shall either:

20.5.1. Record a valid Release of Lien; or

20.5.2. Deposit sufficient cash with the District to cover the amount of the claim on the lien in question and authorize payment to the extent of the deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to the lien-holder claim; or

20.5.3. Procure and record necessary bonds that frees the Premises from the claim of the lien from any action brought to foreclose the lien.

If Charter School fails to accomplish one of these three optional actions within fifteen (15) days after the filing of any lien or stop payment notice, the Agreement shall be in default and shall be subject to immediate termination.

20.6. On or before the expiration of this Agreement, or within thirty (30) days after any earlier termination of this Agreement, Charter School shall remove Charter School's Improvements, at its sole expense. Charter School shall repair any damage to the School Site and/or the Premises caused by removal of Charter School's Improvements and restore the School Site and the Premises to good condition, less ordinary wear and tear. In the event that Charter School fails to timely remove Charter School's Improvements, District, upon fifteen (15) days written notice, may either (1) accept ownership of Charter School's Improvements with no cost to District, or (2) remove Charter School's Improvements at Charter School's sole expense. If the District chooses to accept ownership of Charter School's Improvements, Charter School shall execute any necessary documents to effectuate the change in ownership of Charter School's Improvements. If the District removes Charter School's Improvements, Charter School shall pay all invoices for the removal of Charter School's Improvements within thirty (30) days of receipt of an invoice.

21. Safety of Premises. The School Site, including the Premises, may be monitored by a safety system or protocol implemented, maintained and operated by District ("District's Safety Measures"). However, Charter School specifically acknowledges, understands,

and agrees that District is neither responsible for nor has the obligation to supply, provide, establish, maintain, or operate District's Safety Measures for either Charter School or the Premises. Charter School further expressly acknowledges and agrees that District shall not be liable for and is hereby released from any and all responsibility for any damage, loss, or injury to Charter School or its personal property resulting or arising out of any criminal activity (including, but not limited to, any damage, loss, or injury resulting from intrusions, petty theft, vandalism, or other similar acts) that may occur on or near the Premises, regardless of whether District was able to, actually did, or failed to provide notice to Charter School of a safety incident or situation occurring on the Premises which led to the damage, loss, or injury. District makes no warranties or representations as to the safety or security of Charter School, the Premises, the School Site, or District's Safety Measures. Unless expressly agreed to by District and Charter School, Charter School shall be responsible, at its sole cost, for supplying, providing, establishing, maintaining, and operating its own safety measures, protocols, personnel, or systems to encourage and ensure the security of Charter School, its agents, officers, employees, licensees and invitees, and the Premises ("Charter School's Safety Measures"); provided, however, that Charter School must obtain prior written approval from District prior to employing Charter School's Safety Measures and provided that all of Charter School's Safety Measures are compatible with District's safety system or protocol.

- 22. Fingerprinting and Criminal Background Verification.** Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in California Education Code section 45125.1, which may be met under the fingerprinting provisions of Title 22 of the California Code of Regulations and applicable provisions of the California Health and Safety Code relevant to community care facility licensing (Health & Saf. Code § 1500 *et seq.*). Charter School shall provide written verification of compliance with the fingerprinting and criminal background investigation requirements to District prior to Charter School taking possession of the Premises and prior to conducting its educational program on the Premises. The District shall ensure that any of its employees, agents, contractors or independent contractors that perform work on the School Site or that it directs to perform work at the School Site and who may have contact with Charter School students shall undergo a criminal background check according to the procedures set forth in Education Code Section 45125.1 and 45125.2 or any applicable law regarding contact with Charter School's minor students.

23. Default.

- 23.1. Charter School's Default.** The occurrence of any one of the following events shall be considered a default of the Agreement by Charter School:

23.1.1. The failure of Charter School to promptly pay the Pro Rata Share or other fees identified herein when due hereunder, which failure continues for fifteen (15) days after written notice thereof by District to Charter School; provided, however, that any notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161, and the three (3) day cure period shall run concurrently with any cure period

required under California law, including Code of Civil Procedure section 1161;

23.1.2. The revocation or non-renewal of the Charter School's charter, upon exhaustion of any administrative, non-judicial appeals as provided under Education Code sections 47605 or 47607;

23.1.3. The failure of Charter School to observe or perform any of its other covenants or obligations hereunder, which failure continues for thirty (30) days after written notice thereof by District to Charter School (unless the nature of the default is such that more than thirty (30) days are required for its cure and Charter School shall have commenced a cure within the thirty (30) day period and thereafter diligently prosecute the same to completion; provided, however, in no event shall the default continue for more than ninety (90) days after written notice thereof by District to Charter School); provided, however, that any notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161, and the thirty (30) day cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161;

23.1.4. Charter School's abandonment of the Premises for a period of fifteen (15) consecutive days (with or without the payment of fees), it being agreed that the fact that any of Charter School's property remains in the Premises shall not be evidence that Charter School has not vacated or abandoned the Premises; provided, however, any normal holidays or vacation days shall not constitute abandonment of the Premises;

23.1.5. The making by Charter School of any general assignment or general arrangement for the benefit of creditors; the filing by or against Charter School or any guarantor of the Agreement of a petition to have Charter School or any guarantor of the Agreement adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Charter School or any guarantor of the Agreement, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of the Charter School's assets located at the Premises, or of Charter School's interest in the Agreement, where possession is not restored to Charter School within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Charter School's assets located at the Premises or of Charter School's interest in the Agreement, where such seizure is not discharged within thirty (30) days;

23.1.6. The making or furnishing by Charter School of any warranty, representation or statement to District in connection with the Agreement, or any other agreement to which Charter School and District are parties, which is false or misleading in any material respect when made or furnished; or

23.1.7. The assignment, subletting or other transfer, or any attempted assignment, subletting or other transfer, of the Agreement.

In the event of any default by Charter School, District shall have the right, in addition to all other rights available to District under the Agreement or now or later permitted by law or equity, to terminate the Agreement by providing Charter School with a notice of termination. Upon termination of the Agreement, District may recover from Charter School the worth at the time of award of the unpaid Pro Rata Share and any other accrued fees which are due at the time of termination. In addition, upon termination, Charter School shall immediately vacate the Premises.

The rights and remedies of District set forth herein are not exclusive, and District may exercise any other right or remedy now or later available to it under the Agreement, at law or in equity.

23.2. District's Default. District shall not be in default of any of its obligations hereunder, unless District fails to perform such obligations within a reasonable time, but in no event less than thirty (30) days, after written notice by Charter School to District specifying that District has failed to perform its obligations; provided, however, that if the nature of District's default requires more than thirty (30) days to cure, District shall not be in default if District commences a cure within thirty (30) days and thereafter diligently prosecutes the same to completion.

23.2.1. Charter School shall have no rights as a result of any default by District until Charter School gives thirty (30) days' notice to District specifying the nature of the default. District shall then have the right to cure the default, and District shall not be deemed in default if it cures the default within thirty (30) days after receipt of the notice of the default, or within a longer period of time as may reasonably be necessary to cure the default. If the District defaults hereunder, then Charter School may exercise any right or remedy at law or equity which Charter School may have by reason of such default.

24. Reciprocal Indemnification.

24.1. District and Charter School hereby agree and acknowledge that the relationship between District and Charter School for purposes of this Agreement is solely a landlord/tenant relationship and not a principal/agent relationship or any other relationship. Charter School is acting on its own behalf in operating from the Premises any school thereon (or any other purpose(s) thereupon) and is not operating as an agent of District.

Except where the losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys' fees) are caused by District's negligence or misconduct, to the fullest extent permitted by law,

Charter School ("Indemnifying Party") shall indemnify, defend, release and protect District, its affiliates, successors and assigns, and its officers, directors, shareholders, board members, other members, partners, agents and employees ("Indemnified Party" or "Indemnified Parties") and hold the Indemnified Parties harmless from any and all losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause (i) in the use or occupancy by Charter School of the Premises (including without limitation, the operation by Charter School of the School from the Premises), or (ii) in connection with the operations by Charter School at the Premises, including without limiting the generality of the foregoing:

(a) Any default by Charter School in the observance or performance of any of the terms, covenants or conditions of the Agreement on Charter School's part to be observed or performed;

(b) The use or occupancy of the Premises by Charter School or any person claiming by, through or under Charter School or Charter School's employees, agents, contractors, licensees, directors, officers, partners, trustees, visitors or invitees, or any such person in, on or about the Premises either prior to, during, or after the expiration of the Term of the Agreement (singularly, "Liability"; collectively, "Liabilities"); and

(c) Any claim by a third party that District is responsible for any actions by Charter School in connection with any use or occupancy of the Premises or in any way related to this Agreement.

Except where the losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys' fees) are caused by Charter School's negligence or misconduct, to the fullest extent permitted by law, District ("Indemnifying Party") shall indemnify, defend, release and protect Charter School, its affiliates, successors and assigns, and its officers, directors, shareholders, board members, other members, partners, agents and employees ("Indemnified Party" or "Indemnified Parties") and hold the Indemnified Parties harmless from any and all losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause (i) in the use or occupancy by District of the Premises (including without limitation, the operation by DISTRICT of operations on the Premises), or (ii) in connection with the operations by DISTRICT at the Premises, including without limiting the generality of the foregoing:

(a) Any default by District in the observance or performance of any of the terms, covenants or conditions of the Agreement on District's part to be observed or performed;

(b) The use or occupancy of the Premises by District or any person claiming by, through or under District or District's employees, agents, contractors, licensees,

directors, officers, partners, trustees, visitors or invitees, or any such person in, on or about the Premises either prior to, during, or after the expiration of the Term of the Agreement (singularly, "Liability"; collectively, "Liabilities"); and

(c) Any claim by a third party that Charter School is responsible for any actions by District in connection with any use or occupancy of the Premises or in any way related to this Agreement.

The provisions of this Section 21 shall survive the expiration or sooner termination of this Use Agreement.

An Indemnifying Party shall, upon request by an Indemnified Parties, undertake the defense of any Liabilities threatened or asserted against such Indemnified Party on the following terms and conditions:

(a) Notice of the assumption of such defense ("Notice") shall be delivered to such Indemnified Party within fifteen (15) days after transmittal by the Indemnified Party of a request that Indemnifying Party defend such Liability;

(b) Such defense shall be conducted by reputable attorneys retained by Indemnifying Party and approved by the other Party, and with the prior written approval of all the Indemnified Parties against whom such Liability has been asserted or threatened, which approval shall not be unreasonably withheld, delayed or conditioned; all at Indemnifying Party's sole cost and expense. In the event the interests of Indemnifying Party and any such Indemnified Parties in the action conflict in such manner and to such an extent as to require, consistent with applicable standards of professional responsibility, the retention of separate counsel for any of the Indemnified Parties involved in the action, Indemnifying Party shall pay all fees and costs charged or incurred by separate counsel chosen by such Indemnified Parties.

(c) Indemnifying Party agrees to promptly notify the other Party of the commencement of any litigation or proceedings pending, threatened or commenced (whether or not served) against Indemnifying Party, or any of the directors, officers, agents or employees of Indemnifying Party, in connection with the matters set forth in this Agreement.

25. Insurance.

25.1. Insurance is to be placed with insurers with a current A.M. Best Insurance rating of no less than A-minus: VII and subject to the approval of District. Insurance through a Joint Powers Authority shall be considered sufficient. Charter School shall furnish District with the original certificates and amendatory endorsements effecting coverage required.

25.2. Charter School acknowledges that the insurance to be maintained by District on the School Site will not insure any of Charter School's property or improvements made by Charter School.

25.3. Charter School shall, at Charter School's expense, obtain and keep in force during the term of this Agreement a policy of commercial general liability insurance and a comprehensive auto liability policy insuring District and Charter School against claims and liabilities arising out of the operation, condition, use, or occupancy of the Premises and all areas appurtenant thereto, including parking areas. Charter School's comprehensive auto liability policy shall insure all vehicle(s), whether hired, owned or non-owned. Charter School's commercial general insurance shall be at least as broad as the Insurance Service Office (ISO) CG 00-01 form and in an amount of not less than One Million dollars (\$1,000,000) for bodily injury or death and property damage as a result of any one occurrence and Two Million dollars (\$2,000,000) general aggregate policy limit. In addition, Charter School shall obtain a products/completed operations aggregate policy in the amount of One Million dollars (\$1,000,000). The insurance carrier, deductibles and/or self-insured retentions shall be approved by District, which approval shall not be unreasonably withheld. Prior to the Commencement Date, Charter School shall deliver to District a certificate of insurance evidencing the existence of the policies required hereunder and copies of endorsements stating that such policies shall:

25.3.1. Not be canceled or altered without thirty (30) days' prior written notice to District;

25.3.2. State the coverage is primary and any coverage by District is in excess thereto;

25.3.3. Contain a cross liability endorsement; and

25.3.4. Include a separate endorsement naming District as an additional insured.

At least thirty (30) days prior to the expiration of each certificate, and every subsequent certificate, Charter School shall deliver to District a new certificate of insurance consistent with all of the terms and conditions required in connection with the original certificate of insurance as described herein.

25.4. During the Term of this Agreement, District shall maintain at its cost a policy of standard fire and casualty insurance limited to the value of the buildings and improvements located on the School Site as of the Commencement Date. In the event of loss or damage to the School Site, the buildings, the Premises or any contents, each Party, and all persons claiming under the Party, shall look first to any insurance in its favor before making any claim against the other Party, and to the extent possible without adding additional costs, each Party shall obtain for each policy of insurance provisions permitting waiver of any claim against the other Party for loss or damage within the scope of the insurance and each Party, to the extent permitted, for itself and its insurers, waives all such insurance claims against the other Party.

25.4.1. No use shall be made or permitted to be made of the Premises, nor acts done, that will increase the existing rate of insurance upon the building or buildings of the Premises or cause the cancellation of any insurance policy, covering same, or any part thereof, nor shall Charter School sell, or permit to be kept, used, or sold in or about the Premises any article that may be prohibited by the standard form of fire insurance policies. Charter School shall, at its sole cost and expense, comply with any and all reasonable requirements pertaining to the Premises, of any insurance organization or company, necessary for the maintenance of reasonable fire and casualty insurance, covering the Premises' buildings, or appurtenances. Fire and casualty insurance premium increases to District due to equipment and/or activities of Charter School shall be charged to Charter School.

25.5. During the Term, Charter School shall comply with all provisions of law applicable to Charter School with respect to obtaining and maintaining workers' compensation insurance. Prior to the commencement and any renewal of this Agreement and Charter School's occupancy of the Premises, Charter School shall provide District, as evidence of this required coverage, a certificate in a form satisfactory to District on or before the commencement or renewal date, providing that insurance coverage shall not be canceled or reduced without thirty (30) days prior written notice to District.

26. Signs. Charter School may, at Charter School's sole cost, have the right and entitlement to place an onsite sign on the Premises to advertise Charter School's educational program, provided Charter School obtains the prior written approval and consent of District. District's approval and consent shall not be unreasonably withheld. Any signs shall be at Charter School's cost and in compliance with the local ordinances pertaining thereto. In connection with the placement of any of Charter School's signs, District agrees to cooperate with Charter School in obtaining any governmental permits which may be necessary. Throughout the Term of the Agreement Charter School shall, at its sole cost and expense, maintain any of its signage and all appurtenances in good condition and repair. At the termination of the Agreement, Charter School shall remove any signs which it has placed on the Premises and School Site, and shall repair any damage caused by the installation or removal of Charter School's signs.

27. Notice. Any notice required or permitted to be given under the Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

District:

Tadashi Nakadegawa, Facilities Director
Department of Facilities Planning and Management
Oakland Unified School District
955 High Street
Oakland, CA 94604

And

OUSD Office of Charter Schools

Silke Bradford

Silke.Bradford@ousd.k12.ca.us

CHARTER SCHOOL:

Maya Woods Cadiz, **Superintendent**

American Indian Model Schools

171 12th Street

Oakland, CA 94607

O:510-893-8701 Ex. 16

M:510-508-6957

maya.woods-cadiz@aimschools.org

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by certified or registered mail shall be effective three (3) days after deposit in the United States mail.

28. **Subcontract, Assignment and Sublease.** Charter School shall not have the right, voluntarily or involuntarily, to assign, license, transfer or encumber the Agreement or sublet all or part of the Premises. Any purported transfer shall be void and shall, at District's election, constitute a default. No consent to transfer shall constitute a waiver of the provisions of this Section.
29. **Joint and Several Liability.** If Charter School is more than one person or entity, each person or entity shall be jointly and severally liable for the obligations of Charter School hereunder.
30. **Independent Contractor Status.** The Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.
31. **Entire Agreement of Parties.** The Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. The Agreement may be amended or modified only by a written instrument executed by both Parties.
32. **California Law.** The Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of the Agreement shall be maintained in Santa Clara County.

33. Compliance with All Laws.

- 33.1. Charter School shall at Charter School's expense comply with all requirements of all governmental authorities, in force either now or in the future, affecting Charter School's use of the Premises, and shall faithfully observe in Charter School's use of the Premises all laws, regulations and ordinances of these authorities, in force either now or in the future including, without limitation, all applicable federal, state and local laws, regulations, and ordinances pertaining to air and water quality, hazardous material, waste disposal, air emission and other environmental matters (including the California Environmental Quality Act ("CEQA") except where the obligation to comply with CEQA is solely the result of the District's decision to allocate facilities to the Charter School on the Premises, and its implementing regulations in Charter School's use of the Premises), and all District policies, rules and regulations ("Environmental Laws").
- 33.2. The judgment of a court of competent jurisdiction, or Charter School's admission in an action or a proceeding against Charter School, whether District be a party to it or not, that Charter School has violated any law or regulation or ordinance in Charter School's use of the Premises shall be considered conclusive evidence of that fact as between District and Charter School. If Charter School fails to comply with any law, regulation or ordinance, District reserves the right to take necessary remedial measures at Charter School's expense, for which Charter School agrees to reimburse District on demand.
- 33.3. Charter School shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the Premises and any improvements by Charter School or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office, classroom and janitorial supplies (which shall be used and stored in strict compliance with Environmental Laws). Charter School shall comply with all Environmental Laws. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Materials" includes, without limitation, petroleum products, asbestos, PCB's, and any material or substance which is (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, section 66261.30 *et seq.* (ii) defined as a "hazardous waste" pursuant to section (14) of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.* (42 U.S.C. 6903), or (iii) defined as a "hazardous substance" pursuant to section 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et seq.* (42 U.S.C. 9601). As used herein, the term "Hazardous Materials Law" shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board and the California Department of Health Services) which regulates the use, storage, release or disposal of any Hazardous Material.

- 33.4. **Notice of Hazardous Substance.** Charter School will promptly notify District in writing if Charter School has or acquires notice or knowledge that any Hazardous Substance has been or is threatened to be, released, discharged, disposed of, transported, or stored on, in, or under or from the Premises or School Site in violation of Environmental Laws. Charter School shall promptly provide copies to District of all written assessments, complaints, claims, citations, demands, fines, inquiries, reports, violations or notices relating to the conditions of the Premises or compliance with Environmental Laws. Charter School shall promptly supply District with copies of all notices, reports, correspondence, and submissions made by Charter School to the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration and any other local, state or federal authority that requires submission of any information concerning environmental matters or Hazardous Substances pursuant to Environmental Laws. Charter School shall promptly notify District of any liens threatened or attached against the Premises pursuant to any Environmental Laws.
- 33.5. **Inspection.** District and District's agents, servants, and employees including, without limitation, legal counsel and environmental consultants and engineers retained by District, may (but without the obligation or duty to do so), at any time and from time to time, on not less than ten (10) business days' notice to Charter School (except in the event of an emergency, in which case, no notice will be required), inspect the Premises to determine whether Charter School is complying with Charter School's obligations set forth in this Section, and to perform environmental inspections and samplings, during regular business hours (except in the event of an emergency) or during such other hours as District and Charter School may agree.
- 33.6. **Indemnification.** Charter School's indemnification and defense obligations in this Agreement shall include any and all Claims arising from any breach of Charter School's covenants under this Section.
34. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
35. **Successors and Assigns.** The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.
36. **Counterparts.** The Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

37. **Captions.** The captions contained in the Agreement are for convenience only and shall not in any way affect the meaning or interpretation thereof nor serve as evidence of the interpretation thereof, or of the intention of the Parties hereto.
38. **Severability.** Should any provision of the Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.
39. **Incorporation of Recitals and Exhibits.** The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.
40. **Authorization to Sign Agreement.** Each individual executing the Agreement on behalf of a Party represents and warrants that he or she is duly authorized to execute and deliver the Agreement on behalf of the Party that the individual is executing the Agreement and that the Agreement is binding upon that Party in accordance with its terms.

ACCEPTED AND AGREED on the date indicated below:

OAKLAND UNIFIED SCHOOL DISTRICT

James Harris, President, Board of Education

Date

Antwan Wilson, Superintendent/Secretary, Board of Education

Date

AMERICAN INDIAN PUBLIC CHARTER SCHOOL

By: Maya Woods Cadiz, Superintendent

Date

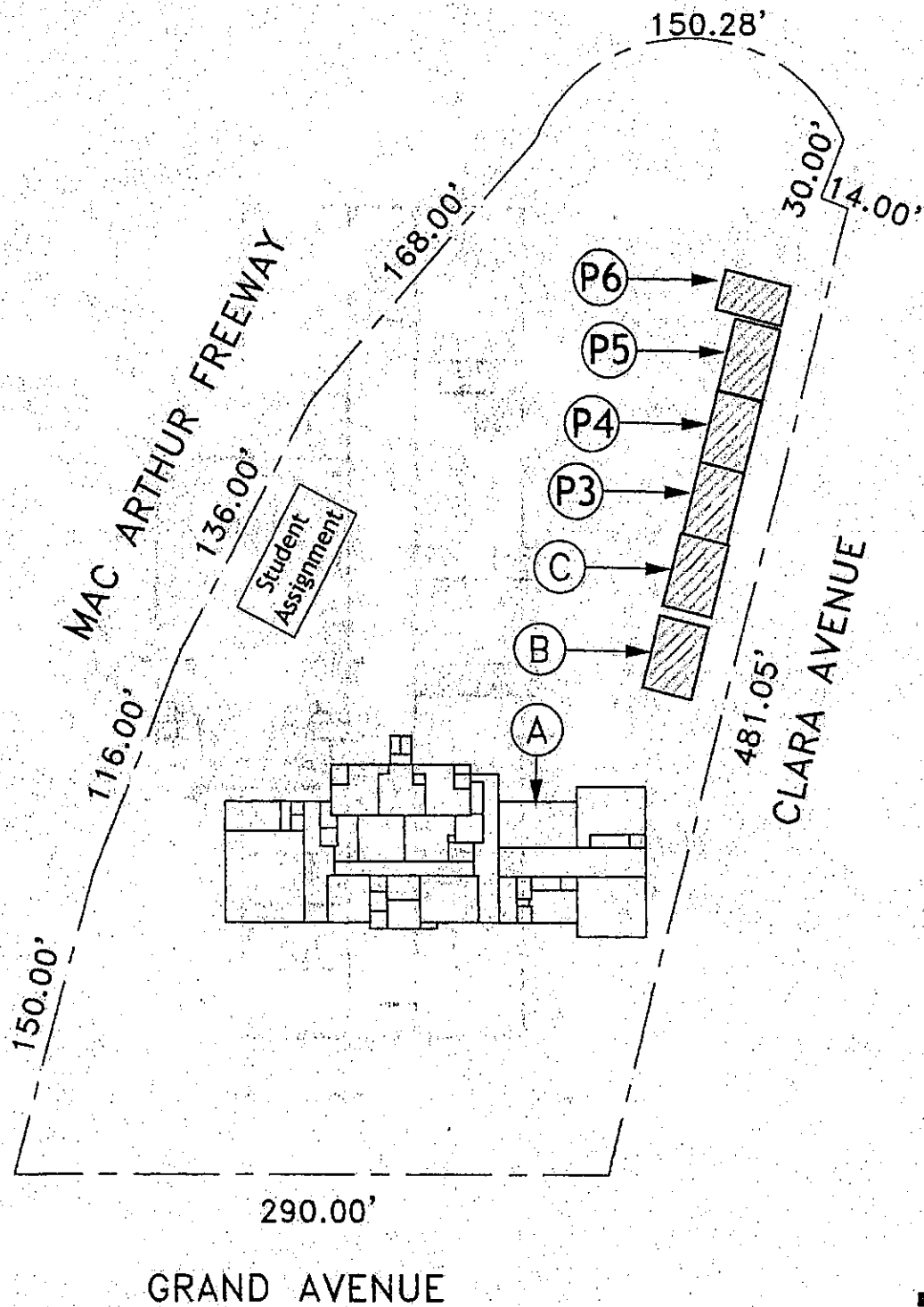
APPROVED AS TO FORM:

Jacqueline P. Minor General Counsel

Date

Exhibit "A"
DESCRIPTION OF PREMISES AND SITE

The Premises that are being allocated to Charter School shall consist of approximately 8,801 square feet of space located in the room(s) and area(s) as depicted on the attached School Site maps.



Not drawn to scale



EXCLUSIVE USE



SHARED USE

MULTI THINK

130 - Lakeview Elementary School - Site Plan

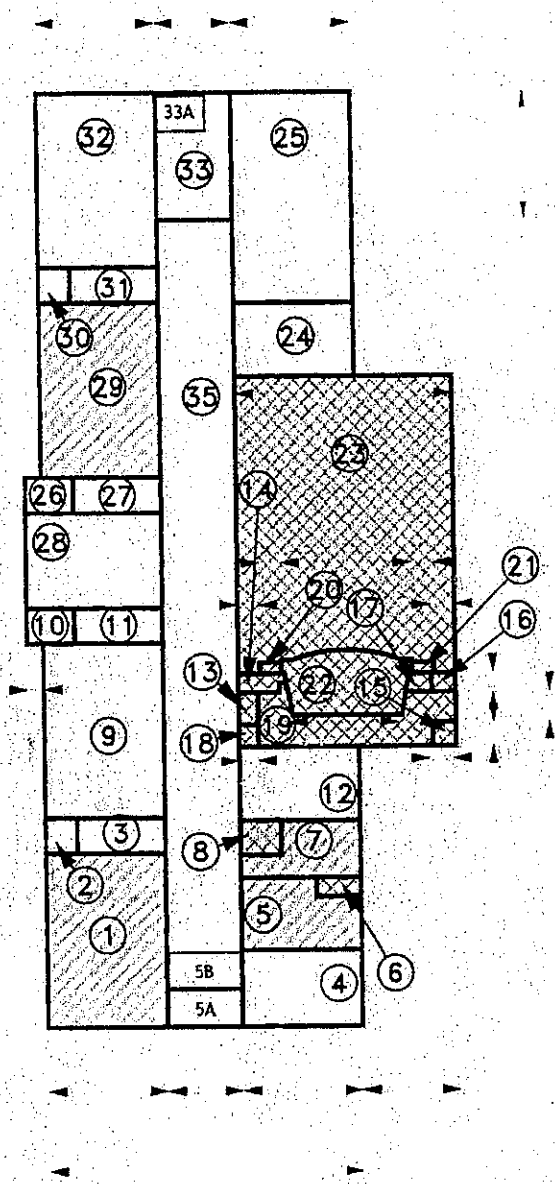
746 Grand Avenue - Oakland, CA 94610-2714

Roundhouse One, 1500 San Francisco, CA 94111
e@think.com 415 407 0585

2011



OAKLAND UNIFIED
SCHOOL DISTRICT



Not drawn to scale



EXCLUSIVE USE 30 - Lakeview Elementary School - Unit A1 (First Floor)



SHARED USE

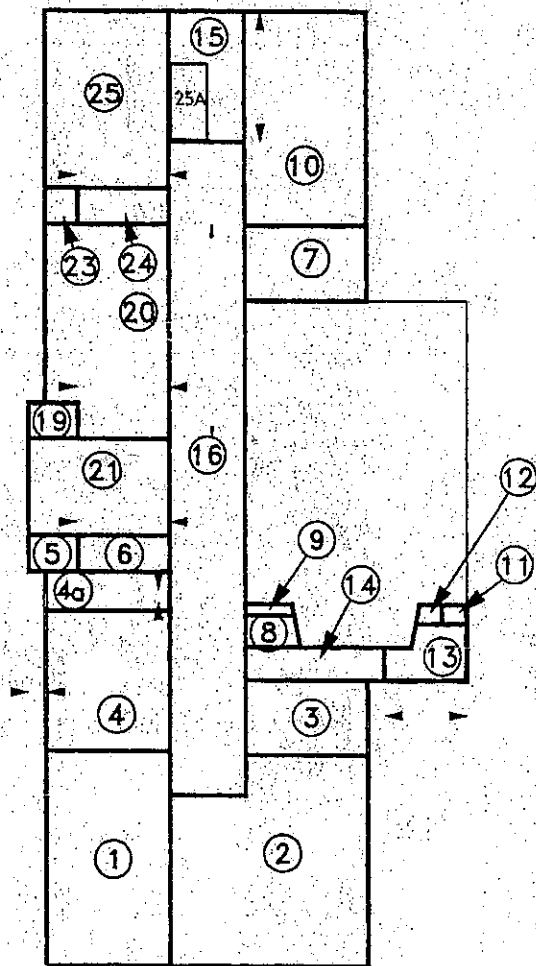
THINK

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mshink.com 415 402 0888

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OAKLAND UNIFIED
SCHOOL DISTRICT



Not drawn to scale

130 - Lakeview Elementary School - Unit A2 (Second Floor)

746 Grand Avenue - Oakland, CA 94610-2714

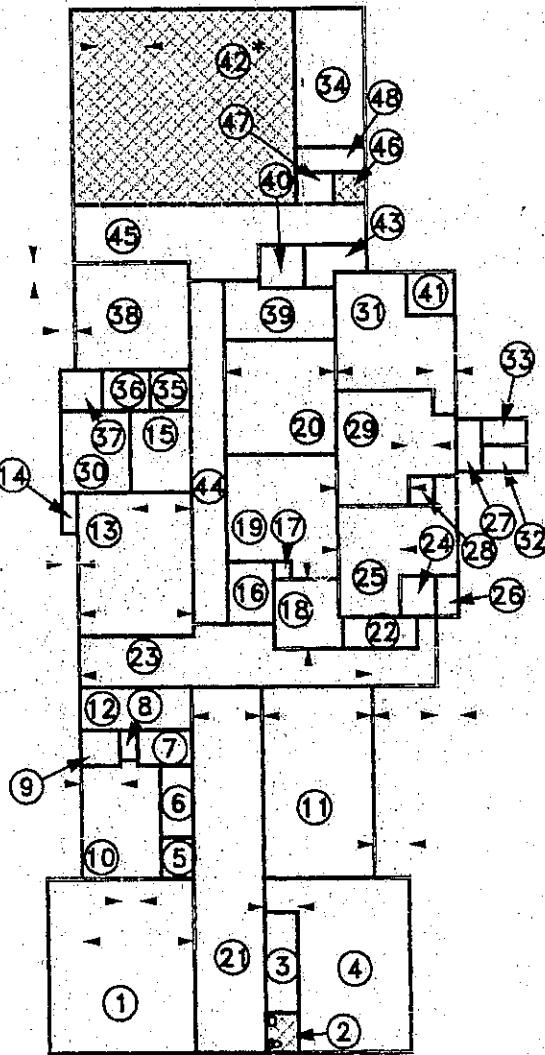
AKTHINK

Roundhouse One, 1500 Sansome Street, San Francisco, CA 94111
akthink.com 415.402.0888

2011



*Shared use of cafeteria
beginning January 1 2016
If not sooner



Not drawn to scale

 EXCLUSIVE USE

 SHARED USE

 THINK

130 - Lakeview Elementary School - Unit A3

746 Grand Avenue - Oakland, CA 94610-2714

Roundhouse, Cr., 1503 Sanson St., San Francisco, CA 94111
mthink.com 415 407 0898

2011



APPENDIX Y

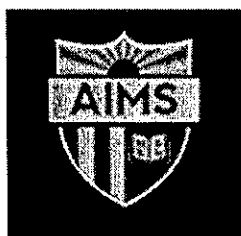


American Indian Model Schools

American Indian Public Charter School (Grades 6-8)
American Indian Public Charter School II (Grades K-8)
American Indian Public High School (Grades 9-12)

Staff Handbook

2015-2016 School Year



171 12th Street
Oakland, CA 94607
Tel. 510.893.8707
Fax 510.893.0345
www.aimschools.org

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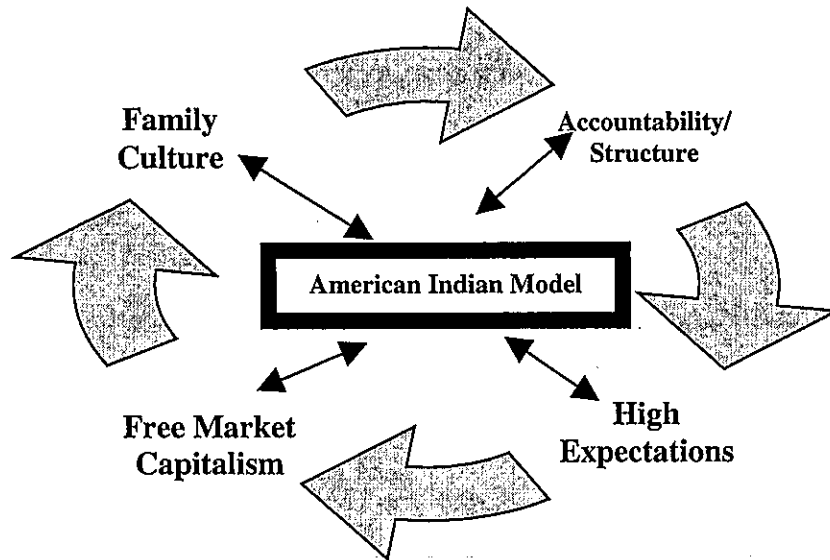
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SECTION 1: A CULTURE OF FAMILY

AN INTRODUCTION TO AIMS

The American Indian Model of Education focuses on the four tenets of 1) Family; 2) Accountability; 3) High Expectations; and 4) Free Market Capitalism. This handbook serves as a road map for preparing your students to compete and be productive members in a global society.



AIM Schools Slogan
"A School at Work"

2015-2016 School Year Theme
"Building on success"

AIM Schools Mission Statement

Our mission at AIMS is to cultivate a community of diverse learners who achieve academic excellence. Our commitment to high expectations in attendance, academic achievement, and character development results in our students being prepared for lifelong success. The results driven culture at AIMS and the adherence to it with fidelity guarantees that all graduates earn admission into four year post- secondary programs and become productive members of society.

AIM Schools Credo

The Family: We are a family at AIM Schools.
The Goal: We are always working for academic and social excellence.
The Faith: We will prosper by focusing and working toward our goals.
The Journey: We will go forward, continue working, and remember we will always be a part of the AIM Schools family.

THE BASICS

1. We are a family at AIM Schools.
2. When families follow and support the American Indian Model, their children are guaranteed to be prepared for college.
3. We create an extended family with administration, teachers, staff, students, family, and selected community. Students and staff are expected to clean and take care of the school property.
4. Teachers spend two years with their students in grades 1 – 2 and three years with their students in grades 3 – 5 and grades 6 – 8, teaching all core academic subjects. This creates an environment of strong academics and family culture.
5. Former AIM School students enrolled in college are paid to work with our current students.
6. The AIMS community supports and guides all our students. No student has been expelled since the American Indian Model was implemented in July 2000.
7. All current and former students are encouraged to sign up on the alumni page on the AIMS website.

AIM SCHOOLS METHOD

All new and returning teachers must schedule a 15-minute meeting with each student's family before September 15th of each year. During the meeting, you should:

1. Introduce yourself to the family.
 - a. Ask for the names of the student's family members.
 - b. Ask the family about their hopes or goals for their child while he or she is in your class.
 - c. Share with them your background (e.g. where you're from, where you went to school, where you've worked, other major life experiences).
 - d. Allow them to ask you questions about yourself.
2. Share your plans and goals for their child.
 - a. Refer to the following: Mission Statement, School Motto, and Credo.
 - b. Inform families about what will occur in your class during the year.

- c. Answer their questions and concerns (if you don't know the answer, ask your mentor teacher, Head of School or designee but definitely provide a response)

It is critical that all of the AIMS' employees strive for excellence in the public service that they provide. Consequently, as an employee of the AIMS, you are expected to conduct yourself fairly, honestly, and with the highest integrity. This means treating students, co-workers, parents, and all of your other customers with respect and in a manner that is exactly the way that you want to be treated. Additionally, this means being respectful of the AIMS' resources and property. Recognizing that each of us plays a critical role in student success, striving for excellence is not only a responsibility that all AIMS' employees share, but also a personal commitment. All AIMS' employees must adhere to the following expectations and guidelines:

- When you meet families and visitors in front of the campus or in the hallway, offer them assistance and provide them with any needed directions or information.
- Ask for help when you cannot speak the same language as a student, family, or visitor.
- Do not surf the Internet or talk/text on your cell phone during class hours or in meetings.
- Always be prompt both in reporting for work and in completing assigned tasks. If an emergency makes it necessary for you to be late to work or leave early from work, notify or ask your supervisor for permission as soon as possible.
- Establish a good attendance record. Only be absent from work when it is absolutely necessary or when you are on a pre-planned and approved vacation.
- Courtesy and cooperation are two basic elements of success in your job and every job at AIMS. Be courteous and cooperative with the public, fellow workers, prospective employees, teachers, students, and parents who are all a part of the organization you serve.
- Maintain open lines of communication. If any instructions given by your supervisor are not clear, ask for further explanation to make certain that you understand exactly what is expected of you.
- Try to be as clear and concise as possible when explaining matters to the public and to your fellow employees. Use language that can be understood by everyone and avoid using slang or jargon.
- Always try to work carefully. Mistakes can be costly and at times, dangerous. If you make a mistake, be sure to find out exactly what happened and how to avoid making the same mistake again. Notify your supervisor of the mistake.

- Remember to keep all of AIMS' business confidential. While many things that happen at AIMS are a matter of public record, releasing information about them is the responsibility of specific offices and individuals. Refer any unusual requests for information to the appropriate authority.
- Dress appropriately for your type of work. Maintain a well- groomed, clean, neat, and business-like appearance at all times. Remember, you are representing AIMS to students and the public.

This method is the basic foundation to the success of our AIMS family.

FACILITIES, EQUIPMENT AND RESOURCES

AIMS campuses are open from 7:30 AM -6:30 PM Monday through Thursday and 7:30 AM-5:00 PM on Fridays.

Classroom Cleanliness

1. We value cleanliness! Make sure your classrooms are kept neat and in order.
2. Assign students jobs to perform and manage them. Students take pride in contributing to the upkeep of the school.
3. Classrooms should be swept or vacuumed by students at the end of each day, and whenever necessary throughout the day.
4. There should never be anything left on the floor or on the desks after school. The floors are mopped/vacuumed at night and anything left on the floor will be thrown away.
5. Textbooks should not be left on the floor.
6. The trash and recycling must be taken out by a student (escorted by a teacher) at the end of each day.
7. The teacher's desk should also be neat and clean at the end of each day. Be a model for the students.
8. Do not keep unsealed food in your desk for pests to eat.
9. Personal items should never be left at the school overnight. The school is not responsible for lost or stolen items.
10. Boards should be cleaned with board cleaner at least once a week.

Doors

1. Be sure to have the following items on both sides of your door: 1) credo; 2) mission statement; 3) slogan; 4) daily schedule; 5) class roster (first name and last initial only and number each student), teacher's name and classroom number.
2. Be sure they are posted at eye-level for students.
3. Doors should always be neat with papers securely posted.

Classroom Displays

1. A countdown of the following items should be displayed somewhere within the classroom: perfect attendance, days until state testing and/or any other standardized testing, and days until the last day of school.
2. The clock should be positioned where it is not in the constant view of students.
3. Display student work both inside and outside the classroom.
4. Student of the Month may be displayed either inside or outside the classroom.
5. The office will display the honor roll students each quarter.
6. Post a banner or some kind of display about the university you graduated from.

Mailboxes/ E-mails

1. Check your physical mailbox before school, during your prep time, during lunch, and after school.
2. Emails should be checked on a daily basis, but not during instructional time. Emails from parents and students should be replied to within 24 hours of receipt. You are required to "reply" as confirmation that you received and have read emails from the Admin office and/or Superintendent's office.

Copy Machines

1. Training for copier use will take place during orientation. Be sure you know how to "build jobs."
2. Make copies before school, after school, or during your class planning period, not during instructional time. Never leave the class unattended to make copies.
3. Students may not make copies for you.
4. Always make double-sided copies when appropriate. Be mindful of wasting paper.

5. If the copy machine needs maintenance, please inform the administrative assistant.

Computers

1. All Teachers will be issued a computer, either a desktop or laptop.
2. If you do not have a working computer or printer, please let the Administrative Assistant know.

Break Rooms

1. Please keep the break room clean. Wipe down counters, clean your own dishes, and wipe down microwave after use.
2. Label the food you put into the refrigerator with your name.
3. The refrigerator will be emptied out the 4th Friday of every month.
4. Turn off the coffee pot if it is almost empty, rinse out the pot, and dump the coffee filter into the trash. Refill the water container in the Keurig and throw away your K cup.

Bathrooms

1. Teachers should check to ensure the bathrooms remain clean throughout the day. Teachers must check the bathroom during their prep period, and report any messes to the janitorial staff. Encourage students to clean up after themselves.
2. Students must sign in and out of the classroom or lunch space when going to the restroom.
3. Inform the administrative assistant if the bathrooms are low or out of toilet paper, soap, paper towels, or toilet seat liners.

ENSURING STUDENT SUCCESS

On-Campus Tutoring

1. Tutoring is an essential component to academic improvement and AIM Schools' success.
2. All students with a grade of C- or below in grades 3-12 and demonstrating low-fluency in grades K-2, must receive on-campus tutoring either before, during, and/or after school.
3. These students may also be required to attend Saturday School (grades 3-12) to receive additional help. Saturday School is an opportunity for all teachers to be available for students who need help.

4. Students who have low standardized test scores or score below proficiency on state assessments must participate in tutoring.
5. If a parent requests tutoring for their child or a student requests tutoring, the request will be evaluated and the student will be placed in tutoring based on need and availability.
6. Resource teachers and classroom teachers must strategize and communicate to determine if student progress is being made in tutoring.
7. Language-Arts and Math resource teachers are on-site Monday – Friday.
8. Students should attend all scheduled tutoring sessions. The administrator, classroom teacher, and resource teacher must be informed in writing if a student is absent or did not attend a scheduled tutoring session on the same day.
9. Tutoring rosters will change as needed. Communicate with students, parents, administrators, classroom teachers, and resource teachers if changes to the schedule are needed or made. Notice must be given to all parties before changes are finalized.
10. Teachers must provide the resource teacher with a copy of their weekly lesson plans.
11. Teachers must provide the students with work to complete during their tutoring session, unless prior arrangements with the tutor were made.
12. Tutoring sessions should not be used for students to complete missed exams or homework.
13. Students must sign in to all tutoring sessions, including meetings with a teacher. Any time a student stays after school (for any reason), he or she must sign in.
14. High school tutors must sign-in with the teacher of the students they are tutoring using the below tutoring log for high school students. Copies are available in the office. The teacher of the students being tutored is responsible for keeping these logs. They may be used for accruing community service hours or invoicing purposes.

High School Student Tutoring Log

Elementary/ Middle School Teacher: _____

High School Tutor's Name: _____ Grade: _____

Elementary/Middle School Student's Name: _____ Grade: _____

Date	Hours	What you worked on	Teacher signature

AIMS Student Success Team (SST)

According to the law, a student should be referred for special educational instruction and services only *after* the resources of the general education program have been considered and, where appropriate, utilized. (30 EC 56303) AIMS emphasizes the necessity to develop and provide interventions in order to ensure that a student has a successful school experience. The SST is a problem solving and coordinating structure that assists students, families and teachers to seek positive solutions for maximizing student potential. The SST focuses in-depth on one student at a time, and invites the parent and student to participate in finding solutions to areas of concern.

Potential Areas of Concern*

Academic

- *special education consideration*
- *disabilities*
- *retention*
- *attendance*

Social/Emotional

- *moving/social adjustment*
- *teacher relationship*
- *peer relationships*
- *familial challenge**
- *self-injury*

Health

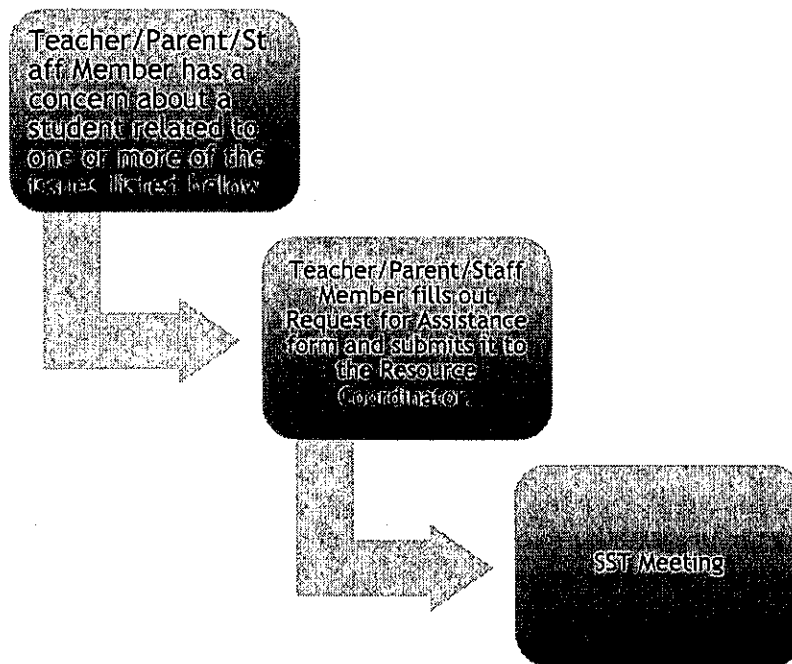
- *medical needs*
- *substance abuse*
- *eating disorders*

Other

- *Any issue that requires a combination of service coordination, collaborative problem-solving, and results monitoring.*

*If the observed indicators of ANY of these areas of concern meet the criteria outlined under California Child Abuse & Neglect Reporting Law, please refer to <http://mandatedreporterca.com/> for the appropriate reporting/intervention guidelines.

How to Initiate an SST meeting:



Sample Initial Student Success Team (SST) Agenda

- ✓ Welcome & Expectations (2-3 minutes)
 - *Uninterrupted listening*
 - *Respect for time*
 - *Adhere to topics*
- ✓ Review of Student Strengths (2-3 minutes)
- ✓ Situation Identification & Clarification of Function of Behavior (4-5 minutes)
- ✓ Brainstorm Interventions (6-8 minutes)
- ✓ Evaluate Interventions (6-8 minutes)
- ✓ Select Intervention(s) & Measurements (3-4 minutes)
- ✓ Write Action Plan (4-5 minutes)
- ✓ Summarize & Close (1-2 minutes)

SST participants will be e-mailed a copy of the action plan, as well as an evaluation of the process at the end of this meeting. If you do not receive either, please e-mail erin.oh@aimschools.org and find the evaluation form here: <http://goo.gl/forms/BUf9vYM5FS>.

When a Student Success Team determines that a student has not made sufficient progress given the interventions and support identified and implemented by the SST, the team must conduct a thorough file review and rule out hearing, vision, and/or attendance as qualifying conditions. Only after doing so should the team consider a referral for an assessment under Section 504 or for Special Education eligibility.

AIMS MENU OF INTERVENTION STRATEGIES

Attendance Strategies

- Alarm clock for parent/caregiver/student
- Earlier bedtime
- Give parent/caregiver simpler bus route
- Help parent/caregiver to find more reliable transportation to school
- Parent/caregiver agrees to bring child to school daily
- Parent/caregiver will make sure child gets on bus in morning
- Parent/caregiver/student will wake up earlier to get child to school on-time
- Wake -up call for parent/caregiver and/or student

Behavioral Strategies

- After-school program
- Allow student to draw to calm down in class
- Allow student to move around while reading
- Avoid creating dependency by helping too much ("learned helplessness")
- Build rapport with student (focus on strengths, interests); schedule regular time to talk
- Call home on a bad day for support
- Call home on a good day for reinforcement
- Change antecedent event (event that occurs prior to target behavior)
- Chart/graph student behavior (assess/determine pattern of behavior)
- Clarify consequences with student and follow step consistently
- Classroom problem-solving sessions
- Collaboration with outside sources (e.g., therapist, tutor, after-school program)
- Concentration game
- Connect family with cultural community center
- Daily check-in with student
- Develop behavioral contract
- Develop/alter classroom rules ("Development of Classroom Rules")
- Display exemplary student work
- Give leadership responsibilities/important jobs
- Help parent/caregiver set up home reward/management system
- Ignore negative behavior, if possible
- Immediately recognize positive behaviors
- Increased parent/caregiver attention at home
- Move student's seat (preferential seating)

- Non-Verbal Signals Between Teacher and Student
- Offer student choices
- Parent/caregiver call with teacher weekly
- Positive reward system developed at school or home
- Provide student frequent breaks for relaxation/small-talk
- Provide student time for physical activities/movement
- Refer for other services (group/mentor/counseling)
- Relaxation techniques
- Survey/interview student to determine interests

Health Strategies

- Health specific class/group
- Collaborate With Primary Medical Provider
- Dental exam/treatment
- Fact Sheets on Communicable Diseases and School Age Illnesses
- Hearing screening/exam
- Improve hygiene
- Make sure child wears glasses
- Medication Administration
- Obtain/replace glasses for student
- Refer to School Health Center
- Vision screening/exam

Instructional Strategies and Modifications

- Academic contract
- Allow previewing of content, concepts and vocabulary
- Allow student to have sample or practice tests
- Ask parent/caregiver to structure study time (give them information about long-term assignments)
- Collect homework daily instead of weekly
- Communicate with after-school program staff (e.g., re: homework help)
- Communicate with last year's teacher re: successful strategies
- Complete documentation for a 504 plan
- Cue/maintain eye contact with student when giving directions
- Individual and/or small group instruction
- Family reading or library time
- Give student immediate feedback (make sure assignments are started correctly)
- Give student options for presentation (written/oral or illustration/model)
- Help parents/caregivers to learn reading strategies
- Homework checklist or folder
- Invite parent/caregiver to observe classroom at school
- Make sure student stays for after school program
- Manipulative and Visual Prompts

- Move child's seat (preferential seating)
- Parent/caregiver will ask another family member to give child homework help
- Resource Coordinator will check-in with student daily regarding class work
- Provide printed copy of board work/notes
- Provide study guides/questions
- Read aloud to parent/caregiver at home
- Send home extra work
- Send home unfinished class work
- Student will teach/tutor/read to a peer or younger child (e.g., "Big Buddies/Little Buddies")
- Study Carrel
- Supply student with samples of work expected

CLASS NOVELS LIST AND PROCEDURES

1. To use the Charter's class sets of novels, fill out a "Novel Request Form." It must be submitted at least one week prior to the first day you need the class set.
2. All class sets of novels will be distributed through the office and you must indicate when you will be finished with the novel.
3. The campuses will exchange novels within the first week of each semester.

AIPCS Novel List 2015-2016		
6th Grade	Maniac Magee	Where the Red Fern Grows
	The Outsiders	Esperanza Rising
	Call of the Wild	The Shakespeare Stealer
	Where the Red Fern Grows	Call of the Wild
	A Wrinkle in Time	Red Scarf Girl
7th Grade	The Giver	Anne Frank: Diary of a Young Girl
	Shabanu: Daughter of the Wind	Animal Farm
	Bad Boy	A Midsummer Night's Dream
	The Crying Rocks	Fahrenheit 451
	Animal Farm	The Giver
	Persepolis*	I, Juan de Pareja
8th Grade	Bean Trees	To Kill a Mockingbird
	Narrative of the Life of Frederick Douglas	Night
	Across Five Aprils	Things Fall Apart
	Autobiography of Miss Jane Pittman	Maus*
	Night	
9th Grade	I Know Why the Caged Bird Sings	Brave New World
	Reflections on a Gift of Watermelon Pickle and Other Modern Verse	The Old Man and the Sea
	To Kill a Mockingbird	The Theban Plays
	The Adventures of Tom Sawyer and	Lord of the Flies

	Huckleberry Finn	
	Black Boy	The Curious Incident of the Dog in the Night-Time
	Of Mice and Men	
10th Grade	Waiting for Godot	Lost Horizon
	Jane Eyre	The Metamorphosis
	Great Expectations	A Separate Peace
	Crime and Punishment	Cyrano De Bergerac
	The Autobiography of Miss Jane Pittman	The Catcher in the Rye The Great Gatsby
	The Stranger	
11th Grade	The Kite Runner	Invisible Man
	Their Eyes Were Watching God	One Flew Over the Cuckoo's Nest
	East of Eden	Slaughterhouse 5
	Stranger in a Strange Land	Snow Falling on Cedars
	Crime and Punishment	The Scarlet Letter
	Maus	Rain of Gold
	God is Red	
12th Grade	The House of the Spirits	A Portrait of the Artist as a Young Man
	The Awakening	1984
	Heart of Darkness	Cry, the Beloved Country
	The Secret Sharer	Sound and Sense
	The Sound and the Fury	Macbeth
	A Room with a View	Hamlet
	The House of Dies Drear	Frankenstein
	Brave New World	A Room of One's Own

* To be used by the Resource teacher.

SECTION 2: A CULTURE OF ACCOUNTABILITY

THE BASICS

1. At AIMS we analyze and test all students to ability group for mathematics. A student's state and national test results are used to gauge the accuracy of achievement displayed in the classroom.
2. State testing is held one week after staff and students return from Spring Break. There are no field trips until after state testing in grades 3-12. Students who have poor academic and/or behavioral standing may not attend field trips, with additional consideration given and exceptions made for special education students.
3. Progress reports are sent home every three weeks for students with a grade of "C-" or lower. Report cards are distributed every nine weeks for all grades. Administrators must sign off on all student progress reports and report cards before they are sent home.
4. Students are informed of their academic progress and the school's academic progress continuously. Students are expected to set academic goals and work toward them.
5. We demand hard work and high academic expectations from all employees and students.

STUDENT CONTRACT

American Indian Model Schools: Grades K – 12

2015-2016 School Year

The following rules and regulations must be followed at American Indian Model Schools:

Respect Yourself:

1. Students must attend school each day on time. This includes extended year for grades K – 8 and summer intensive programs. This may also include CTY, ATDP, or any other program suggested by the school.
2. Students who miss five (5) days of school will be referred to the Student Attendance Review Board (SARB).
3. Students must make up absences during Saturday School.
4. Students who are tardy five (5) times or more during the semester must attend Saturday School.
5. Students who receive two (2) detentions in one week must attend Saturday School.
6. An absence from assigned Saturday School must be made up by attending two (2) Saturday Schools.
7. Students must complete all homework and classwork given by the teacher and submit the work to the teacher on time.
8. Students with excused absences from school (see Attendance Policy) will be allowed to complete all assignments and tests missed during the absence that can be reasonably provided and, upon satisfactory completion within a reasonable period of time, shall be given full credit. The teacher of the class from which a student is absent will determine which tests and assignments shall be reasonably equivalent to, but not necessarily identical to, the tests and assignments that the student missed during the absence. If the work is not completed within a reasonable time, the student will receive no credit.
9. Students may not use illegal drugs, alcohol, or tobacco.
10. Students may not have personal electronic devices (i.e. cell phones, laptops, iPads, music players, etc.) at school without permission. These devices may be confiscated for the remainder of the school day if seen, and if repeat violations occur, will be returned only to the student's parent or guardian.
11. Students must adhere to the school's dress code.

Respect Others:

1. Students will not use foul language, or participate in bullying, name-calling, or fighting.
2. Students will raise their hands to be heard and will not interrupt others.
3. Students will follow adult directions.

Respect the Facility:

1. Students must bring their own lunch to school.
2. Students cannot leave the school grounds or campus during the school day, except for an excused reason and with a parent/guardian signing them out.
3. In the case of an emergency, families must correspond with their student through the office. Students may not take phone calls on a personal device during the school day.
4. Students may not use bikes, skateboards, scooters, or cars on campus.
5. Students may not loiter on school grounds before or after school.
6. Students may not have food or drinks in the classroom without permission, with the exception of water, or in case of medical necessity.
7. All visitors must check in at the front office.
8. If a student misses school for an appointment, proof of the appointment may be requested and must be submitted to the office to excuse the absence.
9. Students must follow all pick-up/drop-off safety procedures set forth by the school. Upon dismissal, students must wait for their ride inside the school's gates.

For High School students (grades 9-12) only:

1. Any grade lower than a "C" (i.e., a "C-") is considered a failing grade.
2. Students who receive a grade of "C" or lower in a Merritt College or Laney College course will be dropped from the class. Those students will receive high school credit, provided they successfully pass the course, but will not receive college credit.
3. Students who receive lower than a "C" in an Advanced Placement (AP) course will be withdrawn from the course and enrolled into the non-AP equivalent. Students must pass the course with at least a "C".

4. Students who receive a grade lower than a "C" in core subjects must repeat any failed courses with a passing grade. Students are responsible for making sure that they enroll in, and retake the appropriate courses and should meet with the site administrator or administrative assistant to get approval for the classes.
5. Students are encouraged to seek acceptance to a four-year college or university prior to graduation.

Students who choose not to follow these rules will be subject to the school's disciplinary policies up to and including suspension and expulsion.

I agree to respect myself, others and the school facility by following these rules.

Student's Name (Print)

Student's Signature

Date

Parent's Signature

STUDENT DRESS CODE POLICY

All students at American Indian Model Schools in grades K – 12 must adhere to this dress code while on the school campus:

Top:

1. Students must wear a **WHITE** shirt with a **COLLAR**. The white collared shirts may be short-sleeved or long-sleeved.
2. The shirts must be completely **PLAIN** with no logos (other than the official AIMS logo), emblems, or designs of any kind.
3. Students may not wear colored shirts underneath their white shirts.
4. All shirts must be tucked in.
5. No halter tops, tank tops, midriff, or see-through shirts are permitted.

Bottom:

1. Students must wear **NAVY BLUE** or **KHAKI** pants that are completely **PLAIN** with no colorful designs or details (including stripes, patches, flashy stitching, etc.)
2. No jeans, denim, shorts, capri pants, leggings, jeggings, yoga pants, skinny jeans, athletic pants (sweatpants, nylon jogging pants, etc.), or tight fitting pants are permitted.
3. Skirts are permitted as long as they are below the knee.
4. Pants can have a maximum of four pockets: two in the front and two in the back. The pockets need to be near the waistline—not down the leg of the pants (i.e., cargo pants).
5. **NO SAGGING PANTS** will be permitted.
6. Students cannot rubber band the bottom of their pants.
7. Students wearing pants must wear a belt. Only black and brown leather belts are permitted.
8. Students may wear flesh-toned, white, or navy footed stockings or tights underneath skirts.

Sweaters/Sweatshirts:

1. All sweaters, sweatshirts and jackets must be plain white.

2. NO HOODS are allowed at any time.
3. A collared white shirt must be VISIBLE underneath the student's sweater or sweatshirt.

Accessories/Make-up:

1. Coloration of hair and artificial nails are not permitted.
2. No make-up may be worn, including lip-gloss and nail polish.
3. Jewelry is not permitted and will be confiscated until the end of the school day if worn. This includes watches.
4. Students may not wear sunglasses, hats, headbands, bandanas, beanies, colorful hair ties, ribbons, or anything with bright color in their hair. Simple barrettes, clips, and elastic hair ties that are black, brown, or white are permitted.
5. Scarves worn for religious purposes must be black, khaki, white, or navy in color.
6. Colorful socks should not be visible.
7. HOODS are never allowed. On rainy days, students may use an umbrella.
8. On cold days students may wear a plain white scarf. Scarves must be removed during class.

Shoes:

1. Students may not wear colorful laces on their shoes.
2. Students may not wear flip-flops, sandals, high heels, fur boots, or shoes that may be distracting to the educational environment.
3. Shoes must be solid black or white.

Exceptions to this policy will be made based on medical needs or religious beliefs.

I agree to respect myself, others and the school facility by following this Dress Code.

Student's Name (Print)

Student's Signature

Date

I agree to require my student to follow this Dress Code.

Parent's Signature

STAFF DRESS CODE POLICY

American Indian Model School employees are here to serve as role models for our students. We are to set the standard for professionalism and proper dress and should always project a professional image when on campus. The Staff Dress Code applies to all AIMS employees on all campuses (except for the P.E. teachers and athletic coaches).

Appropriate dress for staff:

1. Dresses and skirts no shorter than three inches above the knee.
The slit of a dress or skirt must come no higher than three inches above the knee.
2. Jeans are only permitted on Fridays with a professional top (blazer, dress-shirt, blouse).
3. Low cut blouses, see-through clothing, off the shoulder, halter style, or clothing which reveals the midriff are not permitted.
4. Shoes and sandals without a back strap are not permitted. Flip-flops are not allowed.
5. Athletic garments such as shorts, shoes/sneakers are only permitted for physical education teachers or coaches.
6. Tattoos that are considered offensive, racist, vulgar, show scenes of violence, drug-related, contain strong sexual imagery, gang related or contain obscene phrases may not be visible.
7. Collared shirts are preferred.

The following clothing items are not permitted:

1. Jeans
2. Carpenter or cargo pants
3. Shorts
4. T-shirts
5. Tennis shoes
6. Hooded sweatshirts
7. Tank tops/ halter tops
8. Flip-flops

There may be occasions when an employee may need to wear certain clothing for medical or religious reasons. In this case, the employee must request an exception from the Head of School and may be asked to provide medical documentation that clearly describes the deviation from this dress code policy.

If you have any questions, please ask your Head of Schools.

TEACHER PACING GUIDES AND LESSON PLANS

1. Type your lesson plans, and make multiple copies: one to submit to the site administrator, one to the resource teacher(s) and one for personal use. Email your lesson plans to your site administrator and submit a hard copy.
2. Lesson plans must follow the order of the pacing guide and curriculum map.
3. Do not forget to put a copy in each resource teacher's inbox. They are working to help your students improve and need lesson plans to prepare.
4. Your lesson plans must be submitted by the **end of the day on Friday** for approval from your site administrator. This will allow all changes to be made prior to the week the lessons are to be taught.
5. The site administrator will review the plans, write brief comments, and file them in a binder. When not approved, the lesson plans will be returned to your inbox with comments for revisions. You must re-submit your lesson plans on Friday.
6. Please put your lesson plans in this order (from top to bottom): Language Arts, Math, Science, and History.
7. You must include chapter, section, page, and problem numbers and names.
8. For Language Arts, include subheadings for spelling, vocabulary, grammar, reading, and writing for each day of the week. (See the sample lesson plans in our office.)
9. Your lesson plans must be neatly stapled and hole punched.
10. Please make sure that you are including nightly homework assignments. The assignments should be clearly labeled.
11. Class assignments should include the title of the text or resource that you are using and page numbers. Remember: if a substitute were filling in for you, would they be able to follow your lesson plans?
12. If you know you will be absent please submit a substitute teacher lesson plan to the site administrator before the day(s) you are absent (see sample substitute lesson plan). This may be e-mailed if you are ill or out of town.

13. Please initial your lesson plans once they have been approved.
14. Pacing guides are to be submitted one week before the start of the school year.

STUDENT ASSESSMENT

1. Follow the grading scale. Do not inflate grades.
2. Physical education grades and elective grades count toward the Grade Point Average (GPA).
3. Progress reports are distributed every three weeks. If a student is failing any subject, he or she will receive a progress report for the failing grade only. A grade of **C- or lower** is considered to be failing.
4. The office will provide a template for progress reports and report cards one week before they are due.
5. PE teachers, foreign language, and elective teachers must provide homeroom teachers with grades by the Thursday before the reports are due. These teachers must write comments for students.
6. Comments on report cards and progress reports are essential. Do not notify the Site administrator and families of students who are at risk of being retained **for the first time** by documenting the possible retention in the student's report card. See Retention Policy.
7. Comments listed on progress reports and report cards must be numbered. Do not include scores (tests, quizzes, etc.) on progress reports or report cards.
8. Edit your reports and submit them on time (8:00 A.M. on the day they are due). Make sure you check your GPA calculations. If there are multiple mistakes, the school administrator will stop reviewing your progress/report cards, and return them to you for corrections.
9. Teachers are responsible for having their PowerSchool gradebook updated by the end of each week.
10. When grades are due, put a copy of each student's report card or progress report in the site administrator's mailbox. The site administrator will read the reports, write comments, and initial each report. No report card or progress report is to go home before review by the Site Administrator.
11. Send two copies of the report card home with the student. One copy is for the family to keep and the other is to be signed and returned to you. Keep a third copy in the students' classroom files in case the student loses the copies you sent home.

12. Grades are due for all students twice each semester. List specific names for subjects. For example: "Algebra I" (8th grade) or "Geometry" (9th grade). When the second period grades are due, you will have three columns next to the subject name. The first column will list student's first period grades (this is why you need to have copies of their first period grades on file). The second column will list student's second period grades. The third column will list student's semester grades, which are calculated by averaging the first and second period grades.

GRADING SCALES

K- 2nd Grade Reading Scores

Grade	Fluency Scores	Comprehension Level
E	Above Grade Level WPM	Exceeding Common Core expectations per grade level
P	K 60-74 WPM 1 st 75-100 WPM 2 nd 101-120 WPM	Meeting Common Core expectations per grade level
B	Below Grade Level WPM	Not meeting Common Core expectations per grade level

K- 2nd Grade Math Scores

Grade	Fluency Scores
E	Exceeding mastery of CCSS on AIMS pacing guide
P	Meeting mastery of CCSS on AIMS pacing guide
B	Not meeting mastery of CCSS on AIMS pacing guide

3rd- 8th Grade

Grade	Score	Grade Points
A	94-100	4.00
A-	90-93	3.67
B+	88 – 89	3.33
B	84 – 87	3.00
B-	80 – 83	2.67
C+	78 – 79	2.33
C	74 – 77	2.00

C-	70 – 73	1.67
D+	68 – 69	1.33
D	64 – 67	1.00
D-	60 – 63	0.67
F	59 and below	0.00
<i>No "A+" Grade</i>		

High School

Percentage	Grade	Points	Points for Honors/AP/College Courses
94-100	A	4.0	5.0
90-93	A-	3.67	4.67
88-89	B+	3.33	4.33
84-87	B	3.0	4.0
80-83	B-	2.67	3.67
78-79	C+	2.33	3.33
74-77	C	2.0	3.0
70-73	C-	1.67	2.67
68-69	D+	1.33	2.33
64-67	D	1.0	2.0
60-63	D-	0.67	1.67
0-59	F	0.0	0.0

STANDARDIZED ASSESSMENTS

1. The American Indian Model Schools embraces student testing and the *No Child Left Behind* Act, 2002. We do not believe tests discriminate. Students who are prepared with core academics will succeed.
2. AIPCS and AIPCS II students take the following exams: Benchmark Assessments, State Testing (2nd – 8th grade), CELDT (English Language Learners), American Mathematics Competition–AMC (select 6th – 8th graders), SAT (select 7th – 8th graders), and SCAT (select 6th graders).
3. AIPHS students will take the following exams: State Test (9th-11th grade), California High School Exit Exam – CAHSEE (10th grade), PSAT (9th – 11th grade), SAT (11th -12th grade), ACT (11th -12th grade), SAT II (11th – 12th grade), CELDT (English Language Learners), Advanced Placement Exams – AP (9th – 12th grade), and American Mathematics Competition–AMC (9th – 12th grade).

4. Teachers must analyze their students' test scores to determine areas of high achievement and areas of improvement. You should have data and goals for each of your students.
5. Teachers will administer standard diagnostic tests throughout the school year. These tests will be provided by the office, which will later collect the data to compare teachers and schools. (See diagnostic schedule).
6. Teachers must speak with their class about the school's Academic Performance Index (API) and our score each year. Teachers must speak with their class about the school's goal for the next year's API.
7. Teachers must finish instruction in the core subjects textbooks no later than Spring Break. Students will begin working on the curriculum for the next grade level after state testing has been completed.

STATE TESTING STRATEGIES

The following State testing strategies have been collected from AIMS teachers for the staff's collective benefit:

1. After reviewing the practice tests, give students shorter quizzes each week for reinforcement.
2. The first time through the test, have your students filled in the bubbles very lightly to make erasing easier.
3. Then students can check over each question and either change their answers or fill in the bubbles completely.
4. As you walk around the classroom, keep track of when each student finishes their test the first time and made them check their work for at least thirty minutes.
5. When students finish checking their answer sheet, double-checked it to ensure that their name is on it, as well as that all bubbles are correctly filled in.
6. After reviewing the test-taking strategies thoroughly, move on and focus on reviewing the standards and concepts.
7. Before the students took the test, emphasize that this is their opportunity to show off what they have learned all year. Reiterated the importance of trying their best and proving how hard they have worked this year to prepare.
8. Cross out answers that are obviously incorrect to narrow down choices.
9. Throughout the year, use the State practice questions from last year in your lessons.

10. To improve reading comprehension, ask students to read the first and last sentence of each paragraph before reading the entire essay.
11. Teach students common Latin and Greek prefixes and suffixes to improve their ability to understand words they are unfamiliar with.
12. Remember “PEMDAS” for math (parentheses, exponents, multiplication, distribution, addition, and subtraction).
13. Repetition is important for comprehension.
14. Stress reading comprehension by having students read passages and summarize them.
15. Bring out student’s competitive sides by reviewing released State questions and making answers worth points.
16. Start test prep early in the school year, allowing for plenty of time.
17. Read and complete released test questions together.
18. Assess your students on a regular basis to see whether they are mastering standards.

BENCHMARK TESTING

Teachers should include the benchmark exams in their lesson plans. When a class finishes a chapter grouping according to the benchmark exam cycle, teachers should administer the test. For example, when a 6th grade class finishes chapter 3 of ELA, the teacher should administer the 6th grade Ch. 1 – 3 ELA benchmark exam. Benchmark test 2 for 6th grade ELA will be administered when this class finishes chapter 6. When you’re ready for your class to test, please see administration for a single copy of the exam and answer key.

A mock state exam is also given each year for each grade level. This is administered three to four weeks before the actual state test. Results help inform teachers’ instructional decisions during the weeks prior to state testing.

SPECIAL EDUCATION

Child Find Mandate

The Individuals with Disabilities Education Act (“IDEA”) includes the “Child Find” mandate, which requires AIMS to identify, locate, and evaluate all children with disabilities enrolled in its schools. If AIMS has knowledge that a student has a disability, or is suspected of having a disability and may need special education and related services, AIMS must offer to assess the student. Indicators for when a student is suspected of having a disability, and AIMS should thus offer an initial assessment include, but are not limited to the following:

1. Parent(s) expressed concerns in writing to AIMS administration or to one of student’s teachers that student may be need of special education and related services;
2. Parent or school staff has requested an initial evaluation of the student;
3. Student’s teacher, or other AIMS personnel, has expressed specific concerns about a pattern of behavior demonstrated by the student, directly to the director of special education or to other AIMS supervisory personnel.

A student should be referred for special educational instruction and services only after the resources of the general education program have been considered and, where appropriate, utilized. See Tutoring and AIMS Student Success Team (SST) policies.

Special Education Assessments

A student may be referred for special education services at any time by AIMS staff, parents, or other service provider. Before a student can be assessed for eligibility for special education, or reassessed while receiving special education and related services, AIMS must develop an Assessment Plan and provide it to the parents for their approval within **15 calendar days** from the date of receipt of a written request for a special education assessment. Assessments must be administered in all areas related to the suspected disability by trained and knowledgeable personnel using sound instruments. For school-age children, the eligibility assessment must be completed within **60 days** of AIMS’ receipt of written parental consent for specified assessment activities and an Assessment Report provided to parents outlining required information. Under certain conditions, a parent may have the right to obtain an independent educational evaluation (IEE) at public expense. Please note that a student may demonstrate a disability, but may not necessarily be eligible for special education and related services. A student’s IEP team will determine eligibility based on the requirement that the student’s disability negatively or adversely affects his/her educational performance.

Individualized Education Plan (IEP)

An Individualized Education Program (IEP) is a written statement that AIMS must develop for each student who receives special education and related services. The educational program must be designed to meet the child’s individual specific needs. Every child who receives special education services must have an IEP. The purpose of an IEP is to outline a plan for meeting a

student's specific disability related needs that sets reasonable learning goals for the child and states the services that the school will provide for the child. The IEP is developed jointly by the school, the parents, and the student, when appropriate.

Each child's IEP must contain specific information, as listed within IDEA, which includes nine essential elements:

1. **Present Levels of Performance:** A statement of the student's present levels of performance including how the disability affects the student's involvement and progress in the general curriculum.
2. **Measurable Annual Goals:** Measurable annual goals, including academic and functional goals, related to the student's needs, resulting from the student's disability, that will enable the student to be involved in and progress in the general education curriculum and that meet each of the student's other educational needs that result from the student's disability.
3. **Progress:** A description of how the student's progress toward meeting the annual goals described above will be measured and when periodic reports on the progress the student is making toward meeting the annual goals (such as through the use of quarterly or other periodic reports) will be provided.
4. **Special Education and Related Services:** A statement of the special education and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the student, or on behalf of the student, and a statement of the program modifications or supports for school personnel that will be provided to enable the student to advance appropriately.
5. **Participation in General Education:** An explanation of the extent, if any, to which the student will not participate with general education students in the general education classroom and in extracurricular and nonacademic activities
6. **State Testing:** A statement of any individual appropriate accommodations that are necessary to measure the academic achievement and functional performance of the student on State and district assessments. If the IEP team determines that the student shall take an alternate assessment on a particular State or district assessment of student achievement, the IEP must include a statement of why the student cannot participate in the regular assessment and why the particular alternate assessment selected is appropriate for the student.
7. **Timing of Services and Modifications:** The projected date for the beginning of the services and modifications identified in the IEP, along with the anticipated frequency, location, and duration of the services and modifications.
8. **Transition and Post-Secondary Goals:** Beginning no later than the first IEP to be in effect when the student is 16, and updated annually thereafter, appropriate measurable postsecondary goals based upon age appropriate transition assessments related to training, education employment, and where appropriate,

independent living skills and the transition services (including courses of study) needed to assist the student in reaching those goals

9. Age of Majority: Beginning at least one year before the student reaches the age of 18, a statement that the student has been informed of the IDEA rights that will transfer to him or her upon turning 18.

Who develops the IEP?

The IEP is developed by a team of individuals that include the parent(s), an administrator, general education teacher, special education teacher, expert who can interpret evaluation results, and the student if appropriate. The team meets, reviews the assessment information available about the child, and designs an educational program to address the child's educational needs that result from his or her disability.

When is the IEP developed and the IEP meeting held?

Assuming eligibility is found, an IEP must be developed by the IEP team and implemented for each student, within 60 days of obtaining written parental consent of the Assessment Plan. For students already eligible for special education services, the IEP must also be reviewed at least annually thereafter to determine whether the annual goals are being achieved and must be revised as appropriate. An IEP meeting must be held within **30 days** of receipt of any written request from a parent.

504 Plans

Section 504 of the Rehabilitation Act of 1973 protects disabled individuals against discrimination. It does so by mandating that no qualified individual with a disability shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of any entity that is a recipient of Federal financial assistance (34 CFR § 104.4(a)). AIMS must establish and maintain services and accommodations for students with physical or mental impairments that substantially limit one or more major life activity in order to ensure that these students have equal access to education.

Section 504 accommodations and/or related services must be delineated in a Section 504 Plan formulated by the student's teachers, parents, members of the SST team, and a school administrator. Examples of 504 Plan accommodations and/or services that AIMS must provide to students include:

- Assistance with PE equipment for a student with mild cerebral palsy
- Extra time on tests for a student with Attention Deficit Hyperactivity Disorder (ADHD)
- Nursing services for a student with Type I Diabetes
- Use of an amplification system for a student with a hearing loss

A teacher, parent, guardian, or administrator can request a 504 Plan for a student. If a parent requests that their child be accommodated through a 504 Plan, you must follow through with a 504 Team meeting as soon as possible, even if you do not think the student needs a 504 Plan.

In order to have a 504 Plan, a student must meet all three of these requirements:

1. The student must have a physical or mental impairment that gets in the way of learning or participating in school programs or activities. The “physical or mental impairment” can be any physical or mental condition or problem. It can be something that lasts for a long time, for a short time, or it might come and go. Examples of impairments include: cancer, chronic asthma, diabetes, seizures, ADHD.
2. The student’s impairment must affect at least one major life activity. Major life activities include such things as seeing, hearing, eating, sleeping, breathing, speaking, walking, thinking, learning, and working. Major life activities also include the operation of major bodily functions such as normal cell growth, the immune system, bowels, bladder, neurological, and circulatory functions.
3. The impairment must substantially limit a major life activity. The determination of whether an impairment substantially limits a major life activity requires an individualized assessment. An impairment does not have to prevent or significantly limit a major life activity to be considered “substantially limiting.” For instance, if a student has a visual impairment that can be fully corrected by the use of ordinary eyeglasses or contact lenses, it will not be considered.

In general, a 504 plan should include the following elements, all tailored to the child’s individual needs:

- Specific accommodations, supports or services
- Names of the school professional that will provide each service
- The name of the person responsible for ensuring the 504 plan is implemented

Differences between a 504 Plan and an IEP

504 Plan	IEP
The 504 plan offers <u>all</u> children with disabilities equal access to an education. Section 504 defines “disability” in very broad terms. That’s why children who aren’t eligible for an IEP may qualify for a 504 plan.	<ul style="list-style-type: none">• The IEP is only for children who qualify for special education services.• The individualized program must meet each child’s unique needs.• It must provide educational benefit.
The 504 is documented in a written plan.	The IEP documents contain very specific language and parts such as goals and objectives

	that are not included in the 504.
Specific timelines for the 504 do not exist.	Timelines for an IEP are very specific and important.
There are no requirements stating who must attend the 504 plan meeting.	There are a minimum number of IEP participants required, and they are defined by law as the parent, an administrator, general education teacher, special education teacher, expert who can interpret evaluation results, and the student if appropriate.
Reports of noncompliance and the request for a hearing are made to the Office for Civil Rights.	Reports of noncompliance and the request for due process are made to the State's Department of Education, Office of Administrative Hearings.
The 504 does not offer as many specific procedural safeguards as the IEP.	IEP specific procedural safeguards include, but are not limited to: <ul style="list-style-type: none"> • the right to request an independent assessment at public expense • the student may "stay put" until a dispute is resolved

For additional information about IEPs and 504 Plans, please see speak with a school administrator, psychologist, counselor, or reference the Special Education binder in the office.

Teachers must check with the office by the first week of school to determine which of their students have IEP or 504 Plans, and to review those documents. If one of your students is new to AIMS, you must make sure his/her records from the previous school are requested and obtained in a timely manner. If you have not received your student's file within ten days, follow up.

All teachers must read through the Special Education binder and speak with their administrator and special education teacher about students with any special needs in their class.

STUDENT ATTENDANCE POLICY

Consistent school attendance is critical to our school's success. Being present for classroom instructional time is essential for students to reach their goals and achieve their dreams. Chronic absenteeism has been linked to an increased likelihood of poor academic performance, disengagement from school, and behavior problems. It is the intent of the Board to ensure that students attend school every day on time. All members of the AIM Schools family should take pride in the schools' attendance records. Our attendance rates for students and staff far surpass the District and state averages. Because others may question the integrity of our attendance data, it is vital that we ensure the legitimacy of our attendance records. This attendance policy

outlines the AIM Schools' procedures for making certain that accurate and complete attendance records are kept.

Excused and Unexcused Absences

Absences are "excused" when they are due to:

- Illness or medical, dental, optometric, or chiropractic appointment
- Family emergency
- Legal matter
- Religious holiday or ceremony
- Funeral services of an immediate family member (one day if the service is in California and not more than three days if the service is outside California).
- Work assignment for student who holds an entertainment work permit or who participates with a not-for-profit arts organization in a performance for a public school audience.
 - The law limits the number of excused absences for a child holding an entertainment work permit to five absences per school year, each of which may consist of up to five days. Cal. Ed. Code 48225.5.

All other absences are "unexcused" absences, even if the parent calls in to excuse it. Absences unverified after 3 school days will be recorded as unexcused.

Absences due to an illness exceeding 3 consecutive days require a note from a doctor or nurse excusing the absence AND specifying the amount of time excused. If no note is received, the absence is considered an unexcused absence.

Note: A student with an excused absence from school will be allowed to complete all assignments and tests missed during the absence that can be reasonably provided and, upon satisfactory completion within a reasonable period of time, shall be given full credit. The teacher of the class from which a student is absent will determine which tests and assignments shall be reasonably equivalent to, but not necessarily identical to, the tests and assignments that the student missed during the absence. If the work is not completed within a reasonable time, the student will receive no credit.

Tardies

When a student is tardy three (3) times within one month, the teacher will contact the parent/guardian to discuss the problem and try to resolve it. If the problem persists, the parent/guardian will receive a letter from the school outlining the dates the student was tardy, the problems associated with tardiness, and a request to remedy the problem. If the problem continues to persist, the parent/guardian will be asked to attend a meeting with an administrator to determine what steps might be necessary to resolve the problem. If tardiness continues after meeting with an administrator, the parent/guardian may be referred to a Student Success Team meeting for resolution.

Truancy

Students shall be classified as truant if absent from school three (3) full days in one school year, without a valid excuse. Such students shall be reported to the Head of School or designee.

Each of the first two (2) unexcused absences will result in a call home to the parent/guardian by the Office.

Upon reaching three (3) unexcused absences parent/guardian will receive the first "Truancy Notification" letter from the School. This letter must be signed by the parent/guardian and returned to the school.

Upon reaching four (4) unexcused absences, the parent/guardian will receive a second Truancy Notification letter and will be required to attend a meeting with the Head of School and classroom teacher to consider a plan for correcting the problem.

Upon reaching five (5) or more unexcused absences, the parent/guardian will receive a third Truancy Notification letter and will be required to meet with the Student Attendance Review Board (SARB). The SARB may include an administrator, Board member, classroom teacher, and support staff such as psychologist and or counselor. It is the School's intent to identify and remove all barriers to the student's success and will explore every possible option to address student attendance issues with the family. The SARB will discuss the absence problem with the parent/guardian to work on solutions, develop strategies, discuss appropriate support services for the student and his/her family, and establish a plan to resolve the attendance issue.

Attendance Reports

If a student attends school on a given school day with the intention of participating in regularly scheduled instruction, he or she is considered present and should be marked "in attendance," regardless of the length of time the student attends school on that day. If a student is absent from school for the entire day, he or she must be marked as absent on attendance reports. Students must appear in their classroom(s) to be counted present.

If a student is absent from school for the entire day and comes for the sole purpose of collecting homework and/or dropping off completed homework, but with no intention of participating in regularly scheduled instruction, he or she should be marked absent. If you are unsure of how to appropriately complete the attendance sheet, please see your site administrator for assistance.

Attendance and Saturday School

Any student who misses a full day or a substantial amount of instructional minutes in any given day (and for any reason) must attend Saturday school. The definition of "substantial amount" will be interpreted by the site administrator on a case-by-case basis but will include any student who misses more than two hours of school.

Attendance Procedure

1. Attendance is the most important aspect of success at AIMS.

2. You should record attendance (including the number of consecutive days of perfect attendance) in four places every day:
 - a. Bulletin board display
 - b. Classroom board
 - c. Grade book
 - d. Monthly attendance grid
3. Notify the office about all student absences within 15 minutes of the start of the school day. Make sure to update the office if a student initially reported absent shows up tardy.
4. Prepare homework for students who are absent so they can pick it up from the office to limit interruptions in your classroom.
5. Emphasize the importance of attendance to your students; tell them to come to school to get their homework even when they feel ill.
6. If the students cannot get to school due to transportation issues, they should let the school know so we can try to provide a solution.
7. Assign Saturday school to all students who are absent.
8. Report class list/attendance grid discrepancies immediately.

SAMPLE Statistical Attendance December 3 – December 14, 2015 Mr. Berniker

	Date		12/3	12/4	12/5	12/6	12/7	12/10	12/11	12/12	12/13	12/14	TOTAL
	Last Name	First Name	M	T	W	TH	F	M	T	W	TH	F	
1	Brizuela												
2	Cedano												
3	Cervante												
4	Chan												
5	Chen												
6	Cornejo												
7	Cortes												
8	De Anda												
9	Escobar												
10	Flores												

ABSENT STUDENT WORKSHEET

Name of student:	
Date absent:	
Filled out by:	
<p>This worksheet discusses all the things we learned and did while you were out. Please review all this material. You are responsible for knowing and doing everything we did today. Your Homework slip is attached. Please call _____ at (____)_____-_____ if you have any questions.</p>	
Vocabulary	
Grammar	
Spelling	
Reading	
Math	
Writing	
Science	
History	
<p>Notes from the Teacher:</p>	

TRUANCY LETTER TO PARENTS

Date:

Dear Parent/Guardian:

Our records indicate that your child, [insert child's name], was absent for more than 30 minutes on [insert dates of unexcused absences] without valid excuse. Therefore, **your child is considered truant** according to the California Education Code.

Education Code Section 48260—Any pupil subject to compulsory full-time education who is absent from school without valid excuse three full days in one school year or tardy or absent for more than any 30-minute period during the school day without a valid excuse on three occasions in one school year, or any combination thereof, is a truant and shall be reported to the attendance supervisor or to the superintendent of the school district.

Upon a pupil's initial classification as a truant, AIMS Schools are required to notify you, the pupil's parent/guardian, of the following: (*EC* §48260.5)

1. That the pupil is truant.
2. That the parent/guardian is obligated to compel the attendance of the pupil at school.
3. That parents/guardians who fail to meet this obligation may be guilty of an infraction and subject to prosecution pursuant to *California Education Code*.
4. Alternative educational programs are available in the district of residence.
5. You have the right to meet with appropriate school personnel to discuss solutions to the pupil's truancy.
6. The pupil may be subject to prosecution under *Education Code* Section 48264.
7. The pupil may be subject to suspension, restriction, or delay of his/her driving privilege pursuant to *Vehicle Code* Section 13202.7.
8. It is recommended that the parent or guardian accompany the pupil to school and attend classes with the pupil for one day.

You have 10 days to respond to this notice in writing, by phone, or in-person. Please contact the school at [insert school phone number] to schedule a meeting with the site administrator, and [insert student's name]'s teacher to discuss the solutions to [insert student's name]'s truancy. Failure to respond within 10 days will result in immediate referral to the Student Attendance Review Board (SARB).

Sincerely,

Administrator's Signature

Date

Administrator's Name (Printed)

STUDENT SAFETY AND LIABILITY

1. Safety is one of our first concerns. Students must NEVER be left unsupervised. This includes times when teachers have students in their classroom and need to make copies, use the restroom, check their mailbox, use cell phones/telephones, check their e-mails, etc. or lunchtime.
2. Staff members must monitor students during pick-up and drop-off.
3. Injuries during the school day must be reported, and an **Accident Report Form must be obtained from the office and completed**. A copy of the report must be placed in the student's permanent file, administrator's mailbox, administrative assistant's mailbox, and teacher's mailbox.
4. Students should not be asked to move furniture or any other heavy object.
5. Teachers must not use their cell phones inside their classrooms when students are present, walking through the hallways, escorting students, or during lunch. In case of an emergency, families and friends should call the office and the administrative assistant will forward the message to you without disrupting instructional time.
6. Teachers must ESCORT THEIR OWN CLASS to lunch and physical education.
7. Teachers should not go through students' personal items without prior administrative approval and a witness observing.
8. Teachers should not dispose of any student's lunch without office approval.
9. Teachers must not put their hands on any students in an inappropriate manner.
10. Teachers should not be in a classroom with a student alone when the doors are shut at any time.
11. Teacher should not share inappropriate personal stories with students.
12. Teachers should remain calm and remember not to lose control under any circumstances that may arise.
13. Teachers should not "friend" or interact with any students on Facebook, Instagram, SnapChat, or any other social network site.
14. Teachers should use caution and professional judgment when interacting with students outside of school.
15. Be alert and cautious at all times when escorting students off campus (including field trips, outings to the park, and when running the students around the block during PE).

16. Memos and letters to parents or family members must be approved by the Head of Schools or designee before being distributed. Let the office know ahead of time about any disciplinary or concerning phone calls you plan to make to parents.
17. If you schedule a meeting with parents or students after school hours or off campus, please let your administrative assistant know.
18. Keep the building secure. Keep all exterior doors closed. Lock windows and doors, and turn off the lights when leaving.

STUDENTS LEAVING CAMPUS

1. Students who are legitimately sick may call home to be picked up. Any student with a fever (temperature of 100 degrees or higher) should go home. Student complaining only of mild discomfort should be encouraged to stay for language arts and math. Oftentimes, students will feel better after they use the restroom or eat lunch.
2. Students who need to leave school for a medical, dental, optometric, or chiropractic appointment must have a parent letter and must give it to the teacher in the morning. Students must have a note from the doctor upon return from the appointment.
3. Any other reason for leaving the campus must be presented to the office by the parent, either in person or in writing.
4. Students may only leave campus accompanied by a parent/guardian.

ACCIDENT REPORT FORM
Report of Accident to Pupil at AIM Schools

Campus: _____ Date of Report: _____

Student's Name: _____ Grade: _____

Sex: M ___ F ___ DOB: ___/___/___

Parent/Guardian: _____ Emergency No: _____

Home Address: _____

Teacher(s) on Duty: _____ Date of Accident: _____

Location of Accident:

School Building: _____ School Grounds: _____ To or From School: _____

Elsewhere (specify): _____

Description of Accident or Injury:

Witnesses: _____

CHILD ABUSE REPORTING POLICY

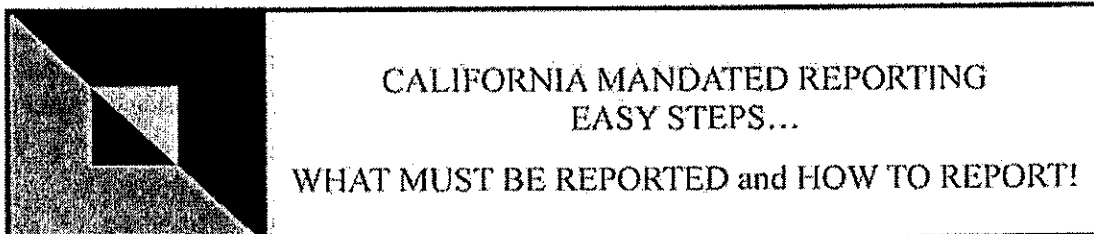
Child abuse includes: physical abuse, sexual abuse (including both sexual assault and sexual exploitation), willful cruelty or unjustified punishment, unlawful corporal punishment or injury that is willfully inflicted, resulting in a traumatic condition, and neglect (including both acts and omissions). Child neglect is defined as negligent treatment which threatens a child's health or welfare.

In accordance with Sections 11164 – 11174.3 of the California Penal Code, all certificated employees, employees of child care centers, instructional aides, teacher's aides, teacher's assistants, and classified employees who have been trained in the duties imposed by this law are considered to be mandated reporters. Any one of these specified employees who knows or reasonably suspects that a child has been a victim of a child abuse incident must do the following:

1. Report the incident to a child protective agency (i.e., Department of Children and Family Services), the Police (not School Police), or Sheriff's Department, County Probation Department, or a County Welfare Department immediately by telephone.
2. Send a written report of the incident to the same agency within 36 hours. Although the Penal Code obligation to report applies to the aforementioned employees only, it is the policy of AIMS that *all* employees shall comply with the law's reporting procedure whenever they have knowledge of or observe a child in the course of their employment whom they know or reasonably suspect to have been the victim of child abuse.

Additionally, teachers and counselors are legally bound to inform a parent and/or authority in the following instances: (1) when a student indicates he or she is going to physically harm himself or herself or jeopardize his or her life; (2) when a student indicates he or she is going to physically harm another person or jeopardize another person's life or has knowledge that another person's well-being is threatened; (3) when a student indicates he or she is being physically and/or emotionally abused; (4) when a student indicates he or she has committed a felony.

Child Abuse Mandated Reporting



What Must be Reported:

Any of the below acts involving anyone under the age of 18:

- Physical Abuse
- Sexual Abuse
- Emotional Abuse
- Neglect

The mandated reporter must only have *reasonable suspicion* that a child has been mistreated. The case will be further investigated by law enforcement and/or child welfare services.

How to Report:

By Phone: Immediately, make a telephone report to child welfare services or to a Police or Sheriff's department. For a list of phone numbers for child welfare services see attached pages.

1. Child Welfare Services phone # 510-259-1800
2. Police Department phone # 510-777-3333
3. Sheriff Department phone # 510-272-6878

In Writing: With 36 hours, fax a written report must be faxed or by electronic submission. The written report should be completed on a state form called the 8572, which can be downloaded at http://ag.ca.gov/childabuse/pdf/ss_8572.pdf

Other information:

- Safeguards for Mandated Reporters:
 1. The child abuse and Neglect Report Act (CANRA) states that the name of the mandated reporter is strictly confidential, although it is provided to investigative parties working on the case.
 2. As long as a report is filed on good faith, a mandated reporter cannot be sued in civil or criminal court.
- Failure to report:
 - Failure to report concerns of child abuse or neglect is considered a misdemeanor and is punishable in California by six months in jail and/or up to a \$1,000 fine.
- For the complete law and a list of mandated reporters refer to California Penal Codes 11164-11174.3.

This document and Mandated Reporting information can be found at
www.mandatedreporterca.com

STAFF ATTENDANCE POLICY

The contribution of each AIMS employee is critical and the efforts of each and every one are needed to help AIMS to reach its goals. Unnecessary absenteeism results in reduced productivity, loss of service, and in significant cost to AIMS. It is AIMS' responsibility to ensure that employees clearly understand the expectation for performing their job duties and how their attendance impacts their performance, and that they are given a fair opportunity to succeed. Specifically:

- Employees are expected to work the number of hours they are assigned.
- Employees are expected to be at work on time.
- Employees are expected to comply with state law and AIMS' rules regarding reporting of absences and providing appropriate documentation.
- Supervisors are expected to provide feedback, monitor attendance, and maintain attendance records.

Illness leave benefits are provided to ease the financial burden on employees who are required to be absent from duty due to legitimate illness, injury, or personal necessity. Employees who use illness and personal necessity leave for unauthorized reasons are in violation of policy. Failure to comply with this policy can result in appropriate disciplinary action, up to and including termination. This policy ensures that our fellow employees do not unfairly bear the burden of the workload of those who inappropriately use illness or personal necessity leave.

NOTIFICATION OF STAFF ABSENCES

An absent employee must report his/her absence to their Head of School as far in advance as possible before the start of the employee's workday or as soon as practical given the nature of the absence. It is not sufficient for an employee to notify a co-worker, secretary, or receptionist, unless the supervisor as the appropriate contact has designated such person for this purpose. You should also call your supervisor by noon of the day before you expect to return to work so that your substitute, if any, can be released. If both you and your substitute report for work on the same day, the substitute will have to be retained and you may not be permitted to work that day. When an employee is absent for medical reasons for more than three (3) working days, the employee must, upon return, provide the Head of School or designee with a physician's statement certifying the medical basis for the absence and stating that the employee is able to return to work.

It is extremely important that you notify your supervisor as soon as possible of any anticipated long-term absences so that, if necessary, alternate arrangements can be made. You can obtain a Certification/Request of Absence from your time reporter.

In Case You Are Absent

In the rare case that you are absent, please ensure the following:

1. If you know you will be absent well ahead of time, tell your site administrator. The site administrator will make the necessary arrangements. (See the Employee Policy for acceptable absences.)
2. If you become ill or some other emergency comes up, please notify an administrator as soon as possible (even if it is late at night) via e-mail AND cell phone. Please contact each administrator at your campus until you finally reach one and get a confirmation that you will be covered.
3. If you are running late, please contact the administration as soon as possible. This means *speaking with* an administrator, not just leaving a message on the school's voicemail.
4. Please provide the office with a substitute teacher lesson plan.
5. Ultimately, you are responsible for your students, so please be very thorough with your lesson plans and be sure to contact administration.

Administration Contact Information

AIPCS	Mr. David Chiu	Email: david.chiu@aimschools.org Cell phone: 510-610-6044
	Ms. Erin Oh	Email: erin.oh@aimschools.org Cell phone:
AIPCS II	Mr. David Chiu	Email: david.chiu@aimschools.org Cell phone: 510-610-6044
	Mr. Christopher Ahmad	Email: christoper.ahmad@aimschools.org Cell phone:
AIPHS	Mr. Joel Julien	Email: joel.julien@aimschools.org Cell phone: 510-220-5044

SECTION 3: A CULTURE OF HIGH EXPECTATIONS

THE BASICS

1. At AIMS we maximize learning in the classroom. This is accomplished through a no-nonsense approach to education that allows teachers to focus their energy on their job—teaching.
2. Teachers at American Indian Model Schools provide students in grades 5-12 with a minimum of 90 instructional minutes in language arts and 90 instructional minutes in mathematics each day.
3. To capitalize on our institutional knowledge, we implement professional development in which administrators and teachers train their colleagues and students train incoming students on the culture and expectations of the American Indian Model Schools.
4. At AIMS we set forth a rigorous academic program aligned with standards-based textbooks and a uniform grading scale that all administrators and teachers must follow.
5. After-school detention and Saturday School serve as consequences for students who violate AIMS' rules.
6. We follow an extended school year with 195 instructional school days. Summer programs include: AIMS summer school, Johns Hopkins Center for Talented Youth (CTY), and University of California at Berkeley's Academic Talent Development Program (ATDP).
7. Teachers finish instruction in core academic curriculum textbooks before spring break each year. After state testing and AP testing, teachers work with their students on the next grade level's core curriculum of mathematics and language arts.
8. Employees must attend professional development scheduled by Administrators.
9. Employees must attend all staff meetings during the year. Absences must be arranged ahead of time with the Site Administrator. In the event of an absence from a staff meeting, it is the employee's responsibility to obtain the information from the meeting.
10. Teachers are required to participate in all AIM Schools activities, which may be held within or outside school hours including: school sponsored functions, open house, field trips, and other such events as directed by the Head of School or designee.

11. Employees are required to adhere to the requirements for employment described in the Charter, this Staff Handbook, and applicable employment contract, and any applicable state and federal laws.

CLASSROOM JOBS

Save time and strategically promote classroom efficiency through use of classroom jobs for students and/or volunteers. Below are sample classroom jobs with brief descriptions. Have the duties displayed in your classroom or prepare a handout for adult volunteers.

1. *Homework organizer for absent students:* A volunteer or present student collects handouts for the absent student, notes everything that is covered during the day and makes an extra copy of that night's homework assignment list. S/he submits the assignment to the teacher at the end of the day for the teacher to modify (if needed) and submit to administration.
2. *Classroom Cleaners:* Students/volunteers clean white boards, sweep, dust, organize, etc.
3. *Stapler/Packet Organizers:* Students/volunteers staple handouts. Be cautious of having your own students stapling a future test. Some teachers avoid this by using students from a different grade level in detention.
4. *Student tutors:* Academically unprepared students are paired with academically prepared students for tutoring.
5. *Graders:* Students/volunteers grade non-subjective student work, such as multiple choice assessments.
6. *Lunch Duty:* Students/volunteers are assigned to clean tables after lunch.
7. *Filers:* Volunteers only may collect and file memos, doctor's notes, and/or detentions.
8. *Boards:* Students/volunteers clean boards and displays every day.
9. *Countdowns:* Students keep track of the classroom countdowns.
10. *Handouts:* Students/volunteers pass out homework and other documents to the class.
11. *Office Runner:* Students/volunteers run notes to and from the office, including attendance in the morning.

INSTRUCTIONAL PRACTICES

1. Notify your administrator as soon as possible when you anticipate needing a substitute. Call him/her in person. Do not rely on email.

2. The first bell rings at 8:00 a.m. and students are expected to be in their seats at that time. The dismissal bell rings at 4:30 p.m.
3. Teachers are expected to be at school thirty (30) minutes before school starts. All full-time teachers have approximately a nine-hour work day Monday-Thursday (including a 30-min unpaid lunch), and a six hour work day on Friday, unless additional professional development is scheduled or you have made arrangements with your site Administrator to leave early.
4. Start class on time. Students should learn to be ready to start class when the first bell rings. Encourage students to anticipate daily directions; when class starts, homework should be out on their desks, and students should be silent without teacher directive. A self-sufficient student with minimal teacher direction is the ultimate goal.
5. Encourage students to use the restroom before class, after class and during lunch.
6. Over-planning instruction is always better than not planning enough.
7. Teach students good note-taking skills and study habits. Take time to answer relevant student questions.
8. Stay on task. Avoid letting unrelated class questions eat up valuable instructional minutes.
9. When visitors enter your classroom, continue teaching, and your students should continue working. Students should not turn around every time the door opens.
10. When a student is misbehaving and you want to remove him or her from your classroom for a brief period of time, please initially send the child to a different classroom—not to the office. Please consult your Head of School regarding site specific disciplinary procedures and office referrals.
11. Do not assume students understand content. Monitor understanding by using a variety of instructional methods, such as calling on students for answers, having students hold up whiteboards with responses, using exit tickets, etc.
12. A variety of instructional methods are encouraged; however, plan for a limited amount of group work in class. Individual work is emphasized in American Indian Model Schools.

STUDENT FILES

1. Teachers must maintain their own student files in the classrooms that include:
 - a. Detention slips and any other discipline related document
 - b. Progress reports and report cards

- c. Any other document related to the student for the school year
2. Cumulative files are kept in the office and should consist of residence and family information, immunization and health data, all courses taken, standardized test scores, Progress Reports, Report Cards, suspension records, court orders, parent prohibition of children from certain programs, referrals to counselor, commendations, and attendance records.
3. Special education records are kept in a separate file and include the student's IEPs, meeting invitations, prior written notice letters, medical records, and assessment reports.
4. Doctor's and parent's notes go to the office.

HOMEWORK POLICY

1. Teachers should assign homework on a daily basis. The following is the average amount of time that students should spend for daily homework completion at each grade level:
 - a. 30 minutes for K – 2nd
 - b. 45 minutes for 3rd
 - c. 1 hour for 4th and 5th
 - d. 1 hour and 15 minutes for 6th
 - e. 1 hour and 30 minutes for 7th
 - f. 1 hour and 45 minutes for 8th
 - g. 2 hours for 9th
 - h. 2 hours and 30 minutes for 10th, 11th, and 12th grades.
2. Students need to be held accountable for completing daily assignments, and assessment is necessary to measure student progress.
3. Instructional time should **not** be used to have students call out numbers for teachers to record in grade books.
4. Students in grades K-6 should not take home more than two large textbooks a night. Plan your homework accordingly.
5. Survey your students periodically to determine how much time they are spending on their homework. Make adjustments as needed.

6. Always fall back on the American Indian Model and common sense when making classroom decisions about homework.

STUDENT BEHAVIOR MANAGEMENT

Acceptable Forms of Behavior Management

1. Warning
2. Behavior Contract
3. Parent Conference
4. Counseling
5. Loss of privileges (dances, extracurricular activities, etc.)
6. Sending a student to another classroom for a limited period of time.
7. Additional required hours at school: detention or Saturday School.
8. Additional school work: extra homework, writing lines or copying materials, additional study/review.
9. Community Service: Clean, organize; take out trash, sweep, etc. AIMS will provide gloves and necessary cleaning supplies as appropriate.
10. Communication tools: Students write letters of apology or to their families to discuss poor behavior/performance.
11. Confiscation of prohibited items
12. Police Notification
13. Suspension or Expulsion
14. Any other form of discipline must be approved by the Head of Schools or designee.

Use COMMON SENSE:

- Do not put anything on a student (sign, dunce cap, etc.) or attach a student to any object (desk or chair).
- Do not do anything that puts the health and safety of a student, or the reputation of the school, in jeopardy, such as placing tape over a student's mouth.
- Do not have your students sit on the floor or face the corner.

- Do not have your students stand on one leg or hold anything on their heads or hands.

CONFISCATED ITEMS

1. Obtain a *Confiscated Items Form* from the office and fill it out (signed by you and the student). Give the form and item to an administrator.
2. The administrator will also sign the form and file it in a binder.
3. The item will be placed in a bag with the student's name inside the bag. The bag will be placed in a locked box.
4. Items will be returned to students at the end of the day, or in the case of repeated violations or dangerous items, the student's parent will be required to come to school to pick up the item. Illegal items may be turned over to law enforcement.

Confiscated Items Form

Student's name: _____ Grade: _____

Student's teacher: _____

Name of faculty or staff who confiscated the item: _____

Date confiscated: _____

Item confiscated: _____

Faculty or staff signature: _____ Date: _____

Student signature: _____ Date: _____

Administrator signature: _____ Date: _____

*Place a copy of this form in the Ziplock bag with the confiscated item.

DETENTION

1. Detention is held for one hour after school Monday through Friday.
2. Obtain a *Detention Slip* from the detention binder in the office. Fill in the student's first and last name, check the reason for the detention (**if necessary, include notes and details**), and schedule the detention for the next available day. The student must have the slip signed and return it to you. A student should receive an additional detention if he or she does not return the signed detention slip the next day.
3. Students must report on time to the area where detention is being held. Any student who reports late will attend for the remainder of the detention that day and also serve an additional detention.
4. Students must sit quietly and remain quiet for the duration of the detention period. They are not permitted to talk and must complete work. If students talk or misbehave, they should be assigned another detention.
5. Obtain a sign-in sheet from the office. Make sure students complete the form neatly and accurately (first and last name, grade level, etc.). Make one copy of the sign-in sheet for your records, and place the original in the detention binder located in the office. Do not remove the binder from the office. Do not misplace the sign-in sheets or the binder.
6. Teachers alternate detention duty. Please see the *Progress Report, Report Card, and Detention Duty schedule*.
7. During detention duty, teachers must be in the room and monitoring the students. You may do your own work at that time. Teachers are not to make copies, surf the internet, use their cell phones, or perform other tasks in the office when they have detention duty.
8. Keep track of your students' detention dates. For example, if a student receives two detentions on Monday, they would serve detention on both Tuesday and Wednesday. If they receive another detention on Tuesday, they would serve it on Thursday. Tracking detentions can get confusing, so make sure you have an effective record-keeping system. Set aside a section of your calendar or grade book or use a student grid to track detentions.
9. Do not give a student more than two detentions a day.
10. Students must attend detention on the assigned date. Do not accept excuses or schedule detentions at a student's convenience. That defeats the purpose of detention.
11. Teachers can have students serve morning detention, but must be present with the student(s).

DETENTION SLIP

Date: _____

Teacher: _____

Today, I had the following behavior/academic problem(s) with _____.

Please speak with your child about his or her infraction and the importance of following school rules.

_____ Not returning homework (_____)	_____ Food / drinks / gum / candy
_____ Defiant behavior toward adults	_____ Out of seat without permission
_____ Negative attitude / foul language	_____ Talking in class / detention
_____ Dress code violation (_____)	_____ Not following directions
_____ Speaking out of turn in class	_____ Respect for property
_____ Tardy (Time arrived: _____)	_____ Missing classroom materials
_____ Drop-off / Pick-up violation	_____ Not organized / messy desk
_____ Not completing classroom job	_____ Throwing/ kicking/ hitting/ teasing
_____ Not returning signed: memo detention slip progress report report card	
_____ Other: _____	

As a result, your child must serve **60** minutes of after-school detention on _____. Please note the date on your calendar and make the necessary arrangements. I appreciate your help and support.

Please sign and return this form to your student. It is due back the next school day.

Student's signature

Parent's signature

- Punishment will be doubled if your child does not return with this signed detention slip or fails to attend detention on the specified date.
- Detention dates will not be rescheduled.

**Detention LOG
(sample)**

			M	Tu	W	Th	F	M	Tu	W	Th	F
			6/25	6/26	6/27	6/28	6/29	7/2	7/3	7/4	7/5	7/6
	Last Name	First Name	/ means the student received a detention. X means the student turned in the slip.									
	Sample	Student										
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												

SATURDAY SCHOOL

1. Saturday School is issued in the following circumstances:
 - a. Two detentions in one week = Saturday School
 - b. Absence = Saturday School
 - c. Absence from Saturday School=Two Saturday Schools
2. Saturday School is held once a month from 8:30 A.M. to 12:30 P.M.
3. Saturday School is run by administrators, but teachers are encouraged to attend to help their own students.
4. Teachers may hold their own Saturday School with office approval.
5. Teachers must submit to the office a list of students attending Saturday school along with packet of 4 hours of work for attending students by the Friday before Saturday School.
6. Packets should be student-specific, organized, have clear directions, and keep students occupied from 8:30 a.m. to 12:30 p.m.
7. Students may only work on homework *after* they have completed their assigned Saturday School work.

8. Teachers will receive a memo to distribute to students on the Wednesday before Saturday School.

SUSPENSION & EXPULSION POLICY

All schools within the American Indian Model (AIM) school family (AIPCS, AIPCS II, and AIPHS) adhere to the following procedures with regard to student suspension and expulsion. Though the schools' administration is permitted a certain level of discretion in determining the appropriate disciplinary actions on a case-by-case basis, all schools operate within certain parameters. Those parameters are outlined in this policy and are aligned with Section 48900 and 48915 of the California Education Code.

A pupil may be suspended or expelled for acts that are enumerated herein and related to a school activity or school attendance that occur at any time, including, but not limited to, any of the following:

1. While on school grounds.
2. While going to or coming from school.
3. During the lunch period whether on or off the campus.
4. During, or while going to or coming from, a school-sponsored activity.

Suspension/Discretionary Expulsion Conduct

- I. The Head of School may suspend from school or recommend for expulsion a pupil if he or she determines that the pupil has committed one of the following acts:
 - (A) Physical Injury or Violence: Caused, attempted to cause, or threatened to cause physical injury to another person; or willfully used force or violence upon another person, except in self-defense. A pupil who aids or abets in infliction of physical injury to another may be suspended but not expelled.
 - (B) Dangerous Object: Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of an object of this type, the pupil had obtained written permission to possess the item from the principal or the designee of the principal.
 - (C) Drugs or Alcohol: Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of a controlled substance, an alcoholic beverage, or an intoxicant of any kind.
 - (D) Look-Alike Substance: Unlawfully offered, arranged, or negotiated to sell a controlled substance, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to a person a replica substance.
 - (E) Robbery/Extortion: Committed or attempted to commit robbery or extortion.

- (F) Property Damage/Vandalism: Caused or attempted to cause damage to school property or private property, including electronic files and databases.
- (G) Theft: Stolen or attempted to steal school property or private property.
- (H) Tobacco: Possessed or used tobacco, or products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets.
- (I) Obscenity/Profanity/Vulgarity: Committed an obscene act or engaged in habitual profanity or vulgarity.
- (J) Drug Paraphernalia: Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia.
- (K) Disruption/Defiance: Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.
- (L) Receipt of Stolen Property: Knowingly received stolen school property or private property.
- (M) Imitation Firearm: Possessed an imitation firearm. As used in this section, “imitation firearm “ means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- (N) Sexual Assault/Battery: Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.
- (O) Witness Harassment or Intimidation: Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.
- (P) Prescription Drug Soma: Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- (Q) Hazing: Engaged in, or attempted to engage in, hazing. For purposes of this subdivision, “hazing” means a method of initiation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this subdivision, “hazing” does not include athletic events or school-sanctioned events.

(R) Bullying/Electronic: Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, as defined herein, directed specifically toward a pupil or school personnel.

- 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils directed toward one or more pupils or school personnel that has or can be reasonably predicted to have the effect of one or more of the following:
 - a. Placing a reasonable pupil or school personnel in fear of harm to that pupil's or school personnel's person or property.
 - b. Causing a reasonable pupil or school personnel to experience a substantially detrimental effect on his or her physical or mental health.
 - c. Causing a reasonable pupil to experience substantial interference with his or her academic performance, or school personnel with his or her job performance.
 - d. Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.
- 2) "Electronic act" means the creation and transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - a. A message, text, sound, or image.
 - b. A post on a social network Internet Web site, including, but not limited to:
 - i. Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of bullying.
 - ii. Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - iii. Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

- 3) "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.
- S. Sexual Harassment. The pupil has committed sexual harassment. The harassing conduct must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment.
- T. Hate Violence. The pupil has caused, attempted to cause, threatened to cause, or participated in a "hate crime." "Hate crime" means a criminal act committed, in whole or in part, because of one or more of the following actual or perceived characteristics of the victim: disability, gender, nationality, race or ethnicity, religion, sexual orientation, or association with a person or group with one or more of these actual or perceived characteristics.
- U. Harassment, Threats, or Intimidation. The pupil has intentionally engaged in harassment, threats, or intimidation, directed against a pupil or group of pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder, and invading the rights of that pupil or group of pupils by creating an intimidating or hostile educational environment.
- V. Terroristic Threats: The pupil has made terroristic threats against school officials or school property, or both. For the purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school district property, or the personal property of the person threatened or his or her immediate family.
- II. Parent/Guardian will be notified in all cases of violations.
- III. Administration will determine punishment based upon the following criteria:
- A. Seriousness of offense
 - B. Circumstances of situation
 - C. Student's prior discipline records
 - D. Any other extenuating circumstances

Suspension Procedures

1. The Heads of Schools are afforded a great deal of discretion by the AIM Schools Governance Board in determining appropriate punishments, unless a mandatory expulsion offense is identified. Even if suspension is deemed appropriate, the Director or Site Administrator may opt for supervised in-school suspension.
2. If the Head of Schools or designee determines that suspension is appropriate, a school employee shall make a reasonable effort to contact the pupil's parent or guardian in person or by telephone. Whenever a pupil is suspended from school, the parent or guardian shall be notified in writing of the suspension.
3. The Head of Schools or designee shall report the suspension of the pupil, including the cause therefore, to the Superintendent and AIMS governing board.
4. A parent conference will be scheduled to discuss the matter with the Head of Schools or designee. Whenever practical, the teacher or staff member who witnessed the offense will also be present. At this conference, the administration and the parent or guardian will discuss the causes, duration, school policy involved, and any other matters pertinent to the suspension.

Any pupil who is suspended for five days or fewer must complete all assignments and tests missed during the suspension within three school days of their return. Any pupil who is suspended for more than five days will have five school days after their return to complete all assignments and tests missed during suspension. Administration has the authority to lengthen the amount of time a pupil has to make-up his or her work, as appropriate in a given situation. Assignments submitted late will receive no credit.

Recommended Expulsion

The Head of Schools will recommend the expulsion of any pupil who commits any of the following acts at school or at a school activity off school grounds, unless he or she determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct:

1. Causing serious physical injury to another person, except in self-defense.
2. Possession of any knife or other dangerous object of no reasonable use to the pupil.
3. Unlawful possession of any controlled substance, except for either of the following:
 - a. The first offense for the possession of not more than one ounce of marijuana.
 - b. The possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil by a physician.

4. Robbery or extortion.
5. Assault or battery, as defined in Sections 240 and 242 of the Penal Code, upon any school employee.

Mandatory Expulsion

The Heads of School must immediately suspend and recommend expulsion of a pupil that he or she determines has committed any of the following acts at school or at a school activity off school grounds:

1. Possessing, selling, or otherwise furnishing a firearm. This subdivision applies to an act of possessing a firearm only if the possession is verified by an employee of the school. The act of possessing an imitation firearm is not an offense for which suspension or expulsion is mandatory but it is an offense for which suspension, or expulsion may be imposed.
2. Brandishing a knife at another person.
3. Unlawfully selling a controlled substance.
4. Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.
5. Possession of an explosive.

The governing board shall order a pupil expelled upon finding that the pupil committed an act requiring mandatory expulsion.

Recommended vs. Mandatory Expulsion

<i>Recommendation for expulsion</i>	<i>Mandatory Expulsion</i>
Causing serious physical injury to another person, except in self-defense.	Possessing, selling, or otherwise furnishing a firearm.
Possession of any knife or other dangerous object of no reasonable use to the pupil.	Brandishing a knife at another person.
Unlawful possession of a controlled substance.	Unlawfully selling a controlled substance.
Robbery or extortion.	Committing or attempting to commit a sexual Assault.
Assault or battery upon any school employee.	Possession of an explosive.

Administrative Procedures and Investigation of Pupil Offenses

1. Students who commit offenses that result in a recommendation for expulsion or mandatory expulsion, or whose conduct falls under "Suspension/Discretionary Expulsion" (excluding disruption or defiance) will be referred to the Head of Schools or designee. If a teacher observes disruptive or defiant conduct, the

teacher will make a determination as to whether or not administrative intervention is required. Otherwise, they may follow the school's discipline policies to ensure proper student conduct.

2. To determine whether or not an offense meets the guidelines for suspension or expulsion, the Director or Site Administrator will meet with the pupil and school employee who referred the pupil for discipline. At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to respond. If an "emergency situation" exists, the pupil may be excluded from this meeting. "Emergency situation" means a situation determined by the Director or designee to constitute a clear and present danger to the life, safety, or health of pupils or school personnel. If a pupil is suspended without a conference before suspension, both the parent and the pupil shall be notified of the pupil's right to a conference.
3. Unless an offense results in a recommendation for expulsion or mandatory expulsion, as a matter of policy, American Indian Public Charter schools consider suspension and discretionary expulsion a punishment of last resort. Suspension and discretionary expulsion shall be imposed only when other means of correction fail to bring about proper conduct. Therefore, our schools will first consider the appropriateness of other disciplinary avenues before suspending or expelling a student.
4. If a pupil has committed a suspension-eligible offense, then the Head of Schools has the authority to recommend expulsion. Expulsion will be used as a tool of last resort for students whose conduct is so egregious that it is unlikely to be changed by any other means and whose behavior poses a threat to the safety of a member of the school community or significantly limits the ability of other students to effectively learn.
5. In addition to any school action, suspected criminal activity will be reported to the police and appropriate legal consequences may result.
6. For purposes of notification to parents, and for the reporting of expulsion or suspension offenses to the CDE, American Indian Public Schools will identify, by offense committed, in all appropriate records of a pupil each suspension or expulsion of that pupil.
7. American Indian Schools will notify the District of Residence within 30 days of all transfers, disciplinary or not. For all students who are expelled, the school will contact the District of Residence to notify them of the terms of the expulsion.

Expulsion Hearings and Process

1. The Head of Schools decides whether or not to recommend expulsion to the Board.

2. Within 30 school days of a recommendation for expulsion, the Board will hold a hearing to determine if it is appropriate to expel the pupil. The pupil may request, in writing, a postponement of no more than 30 calendar days. Any additional postponement may only be granted at the discretion of the Board.
3. Within 10 school days after the conclusion of the hearing, the Board shall decide whether to expel the pupil.
4. If compliance by the Board with the time requirements for the conducting of an expulsion hearing under this subdivision is impracticable, the Superintendent may, for good cause, extend the time period for the holding of the expulsion hearing for an additional 5 school days.
5. Written notice of the hearing shall be forwarded to the pupil at least 10 calendar days prior to the date of the hearing and shall include:
 - a. The date and place of the hearing.
 - b. A statement of the specific facts and charges upon which the proposed expulsion is based.
 - c. A copy of the disciplinary rules of the school district that relate to the alleged violation.
 - d. A notice of the parent, guardian, or pupil's obligation upon enrollment in another school district to inform the receiving school district of his or her status with the previous school.
 - e. Notice of the opportunity for the pupil or the pupil's parent or guardian to appear in person or to be represented by legal counsel or by a non-attorney adviser, to inspect and obtain copies of all documents to be used at the hearing, to confront and question all witnesses who testify at the hearing, to question all other evidence presented, and to present oral and documentary evidence on the pupil's behalf, including witnesses.
6. The Board shall conduct a hearing to consider the expulsion of a pupil in a session closed to the public, unless the pupil requests, in writing, at least five days before the date of the hearing, that the hearing be conducted at a public meeting. Regardless of whether the expulsion hearing is conducted in a closed or public session, the Board may meet in closed session for the purpose of deliberating and determining whether the pupil should be expelled.
7. A record of the hearing shall be made. The record may be maintained by any means, including electronic recording, so long as a reasonably accurate and complete written transcription of the proceedings can be made.
8. Technical rules of evidence shall not apply to the hearing, but relevant evidence may be admitted and given probative effect if it is the kind of evidence upon

which reasonable persons are accustomed to rely in the conduct of serious affairs. A decision of the Board to expel must be supported by substantial evidence showing that the pupil committed the act(s) of which he or she is accused.

9. The final action to expel a pupil shall be taken only by the Board in a public session. Written notice of any decision to expel or to suspend the enforcement of an expulsion order during a period of probation must be sent by the superintendent or his or her designee to the pupil or the pupil's parent or guardian.
10. The Board shall maintain a record of each expulsion, including the cause therefore. Records of expulsions shall be a non-privileged, disclosable public record. The expulsion order and the causes therefore shall be recorded in the pupil's mandatory interim record and shall be forwarded to any school in which the pupil subsequently enrolls upon receipt of a request from the admitting school for the pupil's school records.

Suspending an Expulsion Order

- The Board, upon voting to expel a pupil, may suspend the enforcement of the expulsion order for a period of not more than one calendar year and may, as a condition of the suspension of enforcement, assign the pupil to a school, class, or program that is deemed appropriate for the rehabilitation of the pupil. The rehabilitation program to which the pupil is assigned may provide for the involvement of the pupil's parent or guardian in his or her child's education in ways that are specified in the rehabilitation program. A parent or guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the pupil has satisfactorily completed the rehabilitation program.
- During the period of the suspension of the expulsion order, the pupil is deemed to be on probationary status. The Board may revoke the suspension of an expulsion order under this section if the pupil commits any of the acts designated as Suspension/Discretionary Expulsion Conduct or violates any of the school's rules and regulations governing pupil conduct. When the Board revokes the suspension of an expulsion order, a pupil may be expelled under the terms of the original expulsion order.
- Upon satisfactory completion of the rehabilitation assignment of a pupil, the Board shall reinstate the pupil and may also order the expungement of any or all records of the expulsion proceedings.

Readmission to the Charter

- An expulsion order shall remain in effect until the Board orders the readmission of a pupil. At the time an expulsion of a pupil is ordered for an act other than Mandatory Expulsion Conduct, the Board shall set a date, not later than the last day of the semester following the semester in which the expulsion occurred, when the pupil shall be reviewed for readmission. For a pupil who has been expelled for an act of Mandatory Expulsion Conduct, the Board shall set a date of one year from the date the expulsion occurred,

when the pupil shall be reviewed for readmission, except that the Board may set an earlier date for readmission on a case-by-case basis.

- The Board shall recommend a plan of rehabilitation for the pupil at the time of the expulsion order, which may include, but not be limited to, periodic review as well as assessment at the time of review for readmission. The plan may also include recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs.
- Any pupil who has been expelled and who seeks readmission, must submit a request to the Superintendent in writing no more than 21 (but no less than 7) calendar days before the end of the term of the expulsion. In addition, the pupil must provide documentation that all conditions for rehabilitation set by the Board have been met.
- Upon completion of the readmission process, the Board shall readmit the pupil, unless the Board makes a finding that the pupil has not met the conditions of the rehabilitation plan or continues to pose a danger to campus safety or to other pupils or employees of the school. A description of the procedure shall be made available to the pupil and the pupil's parent or guardian at the time the expulsion order is entered.
- If the Board denies the pupil's request for readmission, the Board shall provide written notice to the expelled pupil and the pupil's parent or guardian describing the reasons for denying the pupil readmittance into the school.

SECTION 4: A CULTURE OF FREE-MARKET CAPITALISM

FREEDOM OF CHOICE IN A COMPETITIVE MARKET

1. Families choose to enroll their children in an American Indian Model Schools. State and federal funding follow the student to the family's school of choice. This is the same funding model of vocational schools, community colleges, and public universities in the United States.
2. There are clear, consistent, and high expectations in the student contract that are enforced by all employees. Student consequences (detention, Saturday School, community service, etc.) are given for not following school rules.
3. We focus on excellent student attendance (99.5%). Students and staff are given rewards for hard work, academic performance, and reinforcing the school's mission statement and credo.
4. Job descriptions are posted that reflect our mission and encourage applicants to self-select out or in when applying for a job with American Indian Model Schools.
5. Financial incentives are provided to employees and students for increased student achievement on standardized tests combined with high levels of student enrollment from the beginning of the year until the end.
6. All classes and American Indian Model School sites are encouraged to compete with each other to improve performance and instill in students the values of a free-market capitalistic society.
7. The administrative leadership focuses on fiscal responsibility and a superior business model. The school pays for student trips, the SAT, the ACT, the PSAT, and other costs related to students.

AIMS COVERED HIGH SCHOOL COSTS

AIPHS wants students to succeed. We will pay all costs for exams, reviews, books, college application workshops, college tours, and summer programs for our hardworking students.

Exams

PSAT: \$13.00 (Taken 3 times) = \$39.00

SAT: \$47.00 (Taken 2 times) = \$94.00

SAT II: \$21.00 (Taken 6 times) = \$126.00

AP Exam: \$87.00 (Taken 9 times) = \$783.00

ACT Exam (Taken 1 time): \$33.00

Reviews

SAT Review: \$2,700.00
PSAT Review: \$2,700.00
AP Exam Review: \$250.00
SAT Subject Test Review: \$350.00

Books / Materials

PSAT Study Guide: \$12.92
SAT Study Guide: \$12.86
SAT Subject Test Study Guide: \$12.89
AP Exam Study Guide (for each test): \$110.16
TI-83 Plus Graphing Calculator: \$129.00

College Applications and Tours

College Planning Workshop: \$1,500.00
College Tours: \$400.00
College Applications: \$35 (5 per student) = \$175.00

Total: \$9427.83

STUDENT RECOGNITION

Student of the Month

- Student of the Month is awarded to one student each month.
- Teachers will submit their nominations to the administrative assistant by the last day of each month.
- Teachers are responsible for displaying these winners inside or outside the classroom.

Honor Roll

- Students who receive a GPA of 3.33 or higher will be placed on Honor Roll. Honor Roll students may not have a grade of C- or below.
- This includes all subjects (including PE, Mandarin, writing, etc.).
- Teachers will submit a list of Honor Roll students to the office with each quarter report card.

Honorable Mention

- Students who receive a GPA of 3.00 or higher will be placed on Honorable Mention. Honorable mention students may not have a grade of C- or below.

- Teachers will submit this list with the list of Honor Roll students.

Physical Education

- The PE teachers will recognize excellent physical performance (i.e. top mile times) with a display at the front of the school.
- This needs to be updated at least each quarter.

Perfect Attendance Competition Counts

- AIM Schools will use the District standard for tracking perfect attendance, with the exception of the District's standard that students who are absent for the entire day but who come to school to drop off their completed homework and pick up their homework assignments will be considered present.
- Only students who show up to school on a given day will be considered present.
- Students who are absent, and whose family members or friends pick up homework assignments, will be considered absent and the class's perfect attendance count will return to zero.
- The site administrators may make exceptions to this policy on a case-by-case basis as circumstances dictate.

American Mathematics Contest (AMC) 8, 10, and 12 Awards

- Students who excel in the AMC are recognized by the makers of the contest with certificates.
- Students will be recognized on a display.

STAR 600's

- Students who received a perfect 600 on any of the STAR exams will be recognized by a display at the front of the school.
- The office will compile this list of students.

Smarter Balance Assessment

- Students who received the highest scores on the state exams will be recognized by a display at the front of the school.
- The office will compile this list of students.

John's Hopkins Center of Talented Youth (CTY) Awards:

- Students who excel in the SCAT or SAT exams given during the Talent Search are awarded certificates by CTY.
- Students will be recognized on a display.

Spelling Bee

- An annual spelling bee is hosted by the Oakland Unified School District for middle school.
- Each campus will send two students, winners of the school-wide spelling bee.

AAMA

- The African American Honor roll is hosted by the Oakland Unified School District for students of African descent that score a cumulative GPA of 3.0 or higher each year.
- Each campus will send all students who qualify.

INCENTIVIZING SUCCESS

1. Motivate your students to compete with each other, other classes, and other schools.
2. Set personal, classroom, and individual student goals.
3. When competing, focus on pace, scores, cleanliness, behavior, attendance, etc.
4. Determine how your students are doing in attendance, core academic subjects, etc.
5. Focus on beating our previous performance levels, and encourage the students to work toward the school's goal for improvement.
6. Be aware of the progress of other AIM Schools.
7. Students will have high self-esteem when they are academically successful. It feels good to excel in academics, physical fitness and life.
8. We believe in an "all-is-earned" culture and provide incentives for students and staff who produce results.
 - a. **AP incentive (students):** Students who score a 3 or higher on AP exams will be paid for their performance upon graduation. (Students who do not finish their high school education at AIPHS will not be compensated.) Each AP exam score carries the following financial reward: a score of 3 earns \$50; a score of 4 earns \$100; a score of 5 earns \$150.

- b. **AP incentive (teachers):** When 50% or more of the students in an AP teacher's class pass the AP exam with a score of 3 or higher, the teacher will be awarded \$500.
- c. **Increased Test Score incentive (staff):** When a teacher reaches a state test score improvement goal *and* maintains at least 90% of his/her original students from the beginning of the year until the end, the teacher will receive a bonus. Since each class is different, a test score improvement goal will be set for each teacher before the school year begins. In order to qualify for this bonus, the teacher can have no more than a 10% drop in enrollment of his/her students throughout the course of the year. For example, if a teacher started the school year with 30 students, he/she would have to maintain at least 27 of those original students to qualify for the reward. Administrators will also be given bonuses based on academic performance and student enrollment/retention. Those goals will be set before the beginning of the school year.
- d. **AIPHS enrollment incentive (teachers):** When 85% or more of an 8th grade AIMS teacher's students enroll in AIPHS, the teacher will receive a financial reward.
- e. Other performance bonuses *may* be rewarded as determined by site administrators.

FIELD TRIPS

- 1. Study Trips must be based on our mission statement and be tied to a specific learning goal.
- 2. Teachers should plan to submit a proposal to the Head of School or designee after testing with the following information:
 - a. Where will your class be going?
 - b. How many students will attend?
 - c. When do you plan to go (date and time)?
 - d. What public transportation do you plan to take?
 - e. The total cost of field trip plus transportation?
 - f. Do you need to purchase BART/bus and admission tickets in advance?
 - g. What do you need the school to pay for before the field trip?

3. You should complete all paperwork at least four (4) weeks in advance. Do not ask the site administrator or administrative assistant for cash on the day of the field trip. We do not have cash on hand.
4. Once the field trip is approved, send home a notice and permission memo to parents.
5. If a student will not be permitted to attend, notify the parent(s) in advance.
6. DO NOT restrict a special education student from attending a field trip without first meeting with the special education teacher and an administrator to determine if this is permissible.
7. Do not allow students to attend a field trip without merit.
8. Students who stay behind must have enough assignments to complete for the school day. Do not leave a student behind without any work; this will create problems for the office and other teachers. You should have a packet ready and make arrangements with another teacher.
9. You are responsible for arranging chaperones. Please check with the office prior to making final arrangements. Chaperones should be people who know and understand our expectations.
10. You must not leave your students unsupervised or unattended at any time while on the field trip. If you break into groups, an adult chaperone must be present with each group.
11. If students need to use the restroom, they should go in groups and not by themselves.
12. In case of an emergency, please call the office immediately and we will contact the parents. If it is a life-threatening situation and cannot wait for parent approval, please call 911.
13. Your students represent our school; make sure they are on their best behavior.
14. Please see the sample field trip memo and field trip proposal.

Sample Field Trip Memo

Memo

To: Parents (Ms. Gravy's Class)

From: Ms. Gravy, 7th grade teacher

Date: June 29, 2012

Re: Field Trip

What: Field trip to the De Young Museum

Who: Ms. Gravy's 7th grade students

When: Thursday, June 31st

Time: 8:15 A.M. – 3:30 P.M.

All students are expected to act as excellent representatives of the school by being in uniform and following the AIPCS II contract and dress code. Students should pack a lunch, wear comfortable shoes, and bring a jacket (no hoods).

Students are not allowed to bring electronics (iPods, cameras, etc.), nor may they bring money for the gift shop.

BART passes and fare will be provided by the school.

_____ Yes, my child will be attending the field trip.

_____ No, my child will not be attending the field trip; however, I understand my child must be present at school.

Students not attending the field trip will spend the day with another teacher.

Parent/Guardian signature

Date

Student's Name (Print Clearly)

Golden Gate Park, Japanese Tea Garden, San Francisco Giants Game, and De Young Museum

- Explore Japanese Tea Garden (\$5.00 per person)
- Docent-led tour of the De Young Museum (free)
- Explore Golden Gate Park (free)

Total Chaperones: 3 chaperones: Ms. Gravy, Mr. Jelly, and Mrs. Season

- BART
- SF Muni

Discount BART Tickets	\$1.17 x 2 = \$2.34 roundtrip x 30 students	= \$70.20
(To be purchased by Ms. Beckford)	\$3.10 x 2 = \$6.20 roundtrip x 3 chaperones	= \$18.60

SF MUNI Tickets	$\$0.75 \times 2 = \1.50 roundtrip $\times 30$ students	= \$45.00
<i>(I will need cash in advance)</i>	$\$2.00 \times 2 = \4.00 roundtrip $\times 3$ chaperones	= \$12.00

Japanese Tea Garden Fee \$5.00 x 33= =\$165.00
(I will need cash in advance)

Rationale: This field trip will cover several 7th grade California State Standards. The De Young Museum has a docent-led tour that adheres to 7th grade history standards. They have already sent us a packet of worksheets to help prepare the students for the visit. The tour of the Japanese Tea Garden enhances the Japanese history curriculum. It provides the students with an opportunity to see a part of their community; they may not have considered exploring on their own.

SUMMER PROGRAMS

AIM School students participate in various academic programs during the summer.

I. Summer School. Students attend summer school for three weeks from June to July. This extended school year provides each student with a better chance for academic success.

II. Johns Hopkins Center for Talented Youth (CTY). We believe strongly that the focus of the summer program at Johns Hopkins University's Center for Talented Youth (CTY) meshes perfectly with AIM Schools' own emphasis: rigorous academics. In order to gain admission to the program, students must take the SAT beginning in the 7th grade and score high enough to meet CTY's challenging standards.

IV. UC Berkeley's Academic Talent Development Program (ATDP). Students in this rigorous program are able to experience the challenges of college academia while gaining access to a diverse group of professors, mentors, and other students. In order to earn admission to the program, students must demonstrate high academic achievement and meet ATDP's high standards.

SOCIAL MEDIA POLICY

In light of the explosive growth and popularity of social media technology in today's society, the Charter has developed the following policy to establish rules and guidelines regarding the appropriate use of social media by employees. This policy applies to situations when you: (1) make a post to a social media platform that is related to the Charter; (2) engage in social media activities during working hours; (3) use AIMS equipment or resources while engaging in social media activities; (4) use your AIMS e-mail address to make a post to a social media platform; (5) post in a manner that reveals your affiliation with AIMS.

For the purposes of this policy, the phrase "social media" refers to the use of a website or other electronic application to connect with other people, including, but not limited to, Facebook, Twitter, Instagram, SnapChat, Pinterest, LinkedIn, YouTube, and MySpace, as well as related web-based media, such as blogs, wikis, and any other form of user-generated media or web-based discussion forums. Social media may be accessed through a variety of electronic devices, including computers, cell phones, smart phones, PDAs, tablets, and other similar devices.

This policy is intended to supplement, not replace, the Charter's other policies, rules, and standards of conduct. For example, AIMS policies on confidentiality, use of AIMS equipment, professionalism, employee references and background checks, workplace violence, unlawful harassment, and other rules of conduct are not affected by this policy.

You are required to comply with all AIMS policies whenever your social media activities may involve or implicate AIMS in any way, including, but not limited to, the policies contained in this Handbook.

STANDARDS OF CONDUCT

You are required to comply with the following rules and guidelines when participating in social media activities that are governed by this policy:

- Comply with the law at all times. Do not post any information or engage in any social media activity that may violate applicable local, state, or federal laws or regulations.
- Do not engage in any discriminatory, harassing, or retaliatory behavior in violation of AIMS policy.
- Respect copyright, fair use, and financial disclosure rules and regulations. Identify all copyrighted or borrowed material with proper citations and/or links.
- Maintain the confidentiality of AIMS' trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications. This prohibition applies both during and after your employment with AIMS.
- You may not engage in social media activities during working hours. Do not use your AIMS e-mail address to register on social media websites, blogs, or other online tools utilized for personal use.
- Always be fair and courteous to fellow employees, students, parents, or other people who work on behalf of AIMS. Avoid posting statements, photographs, video, or audio that could be reasonably viewed as malicious, obscene, threatening, or intimidating, that disparage employees, students, parents, or other people who work on behalf of AIMS, or that might constitute harassment or bullying.
- Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Never post any information or rumors that you know to be false about AIMS, fellow employees, students, parents, people working on behalf of AIMS, or other schools.
- Express only your personal opinions. Never represent yourself as a spokesperson for the Charter unless authorized to do so. If you publish social media content that may be related to your work or subjects associated with AIMS, make it clear that you are not speaking on behalf of the Charter and that your views do not represent those of AIMS, fellow employees, students, parents, or other people working on behalf of AIMS. It is best to use a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of AIMS."
- Never be false or misleading with respect to your professional credentials.

In the event you have any questions about whether a particular social media activity may involve or implicate AIMS, or may violate this policy, please contact Human Resources.

Social media is in a state of constant evolution, and AIMS recognizes that there will likely be events or issues that are not addressed in these guidelines. Thus, each AIMS employee is responsible for using good judgment and seeking guidance, clarification, or authorization before engaging in social media activities that may implicate this policy.

SUPPLIES

Teachers

- Be economical with your supplies. Do not waste EXPO markers, paper, tape, etc.
- Before making an order, check with other teachers to see if some supplies (i.e. a class set of scissors or markers) can be shared.
- Be sure to set classroom printers on ECO saving mode to reduce toner waste.
- Do not use the printer for personal use. It should only be used to print school-related documents.
- Always check the supply closet or with the administrative assistant for general office supplies.
- Recycle all reusable office supplies and equipment.
- If you have something in your class that you no longer use, please return it to the office or give it to another teacher who will use it (i.e. overhead projector, stapler, bins, etc.).
- Do not load your desk and closet with supplies you do not use.
- Do not throw away any hanging folders or manila folders. Reuse them.

Students

- On the first day of school, give students a list of supplies they will need for the school year (see sample memo). The list should include a box of tissues to be collected by you and used throughout the school year.
- If students cannot afford supplies, they must write a note to the office stating so, and the office will provide them with what they need.
- Give detentions to students who do not come to school ready with all their school supplies, but first inquire of the reason.
- All textbooks must be covered.
- No permanent markers are allowed!

Staples Order Form

Teacher: _____

Grade: _____

Date: _____

Page Number	Item Number	Item Description	Quantity	Price

SECTION 5: EMPLOYMENT POLICIES AND PRACTICES

EQUAL EMPLOYMENT OPPORTUNITY

American Indian Model School District is an equal employment opportunity employer and makes employment decisions, including, but not limited to, hiring, firing, promotion, demotion, training, and/or compensation, on the basis of merit. Employment decisions are based on an individual's qualifications as they relate to the job under consideration. The AIMS' policy prohibits unlawful discrimination based on race, religious creed (which includes religious dress and grooming practices), color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status, or any other consideration made unlawful by federal, state or local laws, ordinances, or regulations. All such discrimination is unlawful.

AIMS is committed to complying with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operations of AIMS and prohibits unlawful discrimination by any employee of AIMS, including supervisors and co-workers.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, AIMS will make a good faith effort to provide reasonable accommodations for the known physical or mental limitations of an otherwise qualified applicant or employee with a disability, unless undue hardship would result to AIMS. An applicant or employee who believes he or she requires an accommodation in order to perform the essential functions of the job should contact Human Resources and request such an accommodation, specifying what accommodation he or she needs to perform the job. AIMS will analyze the situation, engage in an interactive process with the individual, and respond to the individual's request.

AT-WILL EMPLOYMENT

Unless an Employee enters into a Fixed Term Employment Agreement that provides for "Termination for Cause" (as defined therein), all employment at AIMS is "at will." This means that both the Employee and AIMS have the right to terminate the Employee's employment at any time, with or without advanced notice, and with or without cause. The Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, and with or without advance notice, at the discretion of AIMS.

Subject to this Employment At-Will provision, Employee shall be employed during the school year beginning no earlier than July 1, 2015 and concluding no later than June 30, 2016 ("School Year"). Pursuant to the Employee At-Will provision of this Handbook, either party has the right to terminate the Employee's employment at any time, with or without advance notice, and with or without cause whether effective before or after the expiration of the stated School Year. By signing the Handbook Acknowledgement, the Employee acknowledges and understands that he

or she has entered into this employment relationship with AIMS voluntarily and acknowledges and understands that there is no specific length or agreed upon period of employment.

UNLAWFUL HARASSMENT AND DISCRIMINATION

AIMS is committed to providing a work environment free of unlawful harassment and discrimination. AIMS's policy prohibits harassment and discrimination based on race, religious creed (which includes religious dress and grooming practices), color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status, or any other consideration made unlawful by federal, state or local laws, ordinances, or regulations. All such harassment is unlawful.

AIMS' unlawful harassment and discrimination policy applies to all persons involved in the operation of AIMS and prohibits unlawful harassment and discrimination by any employee of AIMS, including supervisors and co-workers. AIMS will take all reasonable steps to prevent or eliminate harassment and discrimination by non-employees, including customers, clients, and suppliers, who have workplace contact with our employees.

Prohibited unlawful discrimination includes, but is not limited to, the following behaviors:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted comments.
- Visual conduct such as derogatory posters, photography, cartoons, drawings, or gestures.
- Physical conduct such as assault, unwanted touching, blocking normal movement, or interfering with work because of sex, race, or any other protected basis.
- Retaliation for having reported or threatened to report harassment or discrimination.

California Education Code Section 212.5 defines sexual harassment as any unwelcome sexual advances, requests for sexual favors, or other verbal, visual, or physical conduct of a sexual nature made by someone from or in the work or educational setting, under the following conditions:

- Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, academic status, or progress.
- Submission to, or rejection of, the conduct by the individual is used as the basis of employment or academic decisions affecting the individual.
- The conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment.

- Submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

Sexual harassment may include, but is not limited to:

- Unwelcome verbal conduct such as suggestive or derogatory comments, sexual innuendos, slurs; unwanted sexual advances, invitations, or comments; pestering for dates; making threats; or spreading rumors about or rating others as to sexual activity or performance.
- Unwelcome visual conduct such as displays of sexually suggestive objects, pictures, posters, written material, cartoons, or drawings; graffiti of a sexual nature; or use of obscene gestures.
- Unwelcome physical conduct such as unwanted touching, pinching, kissing, patting, hugging, blocking of normal movement, or assault; or interference with work or study directed at an individual because of the individual's sex, sexual orientation, or gender.
- Threats, demands, or pressure to submit to sexual requests in order to keep a job or academic standing or to avoid other loss, and offers of benefits in return for sexual favors.

This policy applies to all phases of employment, including, but not limited to, recruiting, testing, hiring, upgrading, promotion, demotion, transfer, layoff, termination, rates of pay, benefits, and selection for training.

If you believe you have been subjected to unlawful harassment or discrimination, please follow the complaint procedure outlined below. Employees must report conduct prohibited by this policy whether or not they are personally involved.

UNLAWFUL RETALIATION

AIMS prohibits retaliation against any employee because of the employee's opposition to a practice or conduct the employee reasonably believes to be unlawful or because of the employee's lawfully protected participation in an investigation or proceeding. Any retaliatory adverse action because of such opposition or participation may be unlawful and will not be tolerated. All such retaliation is unlawful.

If you believe you have been subjected to unlawful retaliation, please follow the complaint procedure outlined below.

COMPLAINT PROCEDURE—DISCRIMINATION, HARASSMENT, RETALIATION

Employees must report all incidents believed to be unlawful discrimination, harassment, or retaliation. If you believe you have been subjected to any form of such unlawful conduct, submit a complaint, preferably in writing, to your supervisor or Human Resources. If these individuals are not available, or in the event that you believe that one of these individuals has engaged in

inappropriate behavior in violation of these policies, submit a complaint to any other supervisor as soon as possible. Supervisors must report any and all conduct of which they are made aware, which violates, or may violate, policies regarding unlawful discrimination, harassment, or retaliation to the Superintendent of AIMS or other upper-level managers, as appropriate. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses.

AIMS encourages all employees to immediately report any incidents of unlawful discrimination, harassment, and/or retaliation so that complaints can be quickly and fairly resolved. If you receive such a complaint from a fellow employee, report it immediately to your supervisor or the Superintendent of AIMS. If these individuals are not available, report it to any other supervisor. All complaints will be handled as confidentially as possible and information will be disclosed only as it is necessary to complete the investigation and resolve the matter.

Upon notice of such a complaint, AIMS will promptly undertake an effective, thorough, and objective investigation and attempt to resolve the situation. If AIMS determines that unlawful conduct or a violation of applicable policies has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by AIMS to be responsible for unlawful discrimination, harassment, and/or retaliation will be subject to appropriate disciplinary action, up to and including termination. Appropriate action will also be taken to deter future conduct.

There will be no retaliation against any employee who brings a complaint in good faith or who honestly assists in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven.

ANTI-VIOLENCE POLICY

AIMS is committed to providing a workplace that is free from acts of violence or threats of violence. In keeping with this commitment, AIMS has established a strict policy that prohibits any employee from threatening or committing any act of violence in the workplace, while on duty, while on school-related business, or while operating any vehicle or equipment owned or leased by AIMS. This policy applies to all employees.

In order to achieve our goal of providing a workplace that is secure and free from violence, AIMS must enlist the support of all employees. Compliance with this policy and our commitment to a zero-tolerance policy with respect to workplace violence is every employee's responsibility.

Compliance with this anti-violence policy is a condition of employment. Due to the importance of this policy, employees who violate any of its terms, who engage in or contribute to violent

behavior, or who threaten others with violence may be subject to disciplinary action, up to and including immediate termination.

Employees are required to report any incident involving a threat of violence or act of violence immediately to their supervisor, Head of Schools, or Superintendent. If these individuals are not available, report the incident to any other supervisor and report the incident to the Superintendent as soon as he or she is available. All reports will be investigated by AIMS and appropriate corrective action will be taken.

If an employee becomes aware of an imminent act of violence, a threat of imminent violence, or actual violence, emergency assistance must be sought immediately. In such situations, the employee should contact the law enforcement authorities by dialing 911. Immediately after contacting the law enforcement authorities, the employee must report the incident to the Superintendent.

Employees should immediately inform their supervisor or the Head of School about any workplace security hazards. If these individuals are not available, the employee should immediately inform any other supervisor so that appropriate action can be taken.

There will be no retaliation against any employee who brings a complaint in good faith under the Workplace Anti-Violence Policy or who honestly assists in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven. However, disciplinary action may be taken against employees who, in bad faith, make false or frivolous accusations.

DRUG AND ALCOHOL ABUSE POLICY

Our employees are our most valuable resource, and their own health and safety are therefore serious concerns. We will not tolerate any drug or alcohol related conduct that imperils the health and well-being of our employees. Further, the use of illegal drugs and abuse of controlled substances is inconsistent with law abiding behavior expected of all citizens. Employees who use illegal drugs or abuse other controlled substances or alcohol tend to be less productive, less reliable, and prone to greater absenteeism resulting in the potential for increased cost and risk.

We believe our employees have the right to work in an alcohol and drug-free environment and to work with persons free from the effects of alcohol and drugs. Employees who abuse alcohol or drugs are a danger to themselves, students, and to other employees. We are therefore committed to maintaining a safe and healthy workplace free from the influence of alcohol and drugs. We hope all employees will join with us in achieving our goal of a safe and productive drug-free workplace.

For purposes of this policy, “illegal drugs” includes, but is not limited to, substances that are prohibited by law (such as cocaine, heroin, etc.), controlled substances, marijuana (including medicinal marijuana), and prescription drugs (if they are not prescribed for the person using them and/or not being used as prescribed). “Drug paraphernalia” means any accessory for the use, possession, manufacture, distribution, dispensation, purchase, or sale of illegal drugs. “Under the influence” means that the employee is affected by alcohol and/or illegal drugs in any detectable manner.

Prohibited Use

AIMS prohibits the following:

- Use, possession, manufacture, distribution, dispensation, purchase, or sale of alcohol (if unauthorized), illegal drugs, or drug paraphernalia on AIMS premises or AIMS business or during working hours.
- Storing alcohol (if unauthorized), illegal drugs, or drug paraphernalia in a locker, desk, automobile, or other repository on AIMS premises.
- Being under the influence of alcohol (if unauthorized) or illegal drugs on AIMS premises or AIMS business or during working hours.
- Refusing to submit to an inspection when requested by management.
- Failure to keep all prescribed medicine in its original container, which identifies the drug, date of prescription, and the prescribing doctor.
- Smoking and the use of any tobacco products on AIMS property including AIMS-owned, leased, or contracted buildings, and in AIMS vehicles at all times, by all persons, including employees, students, and visitors at any school or AIMS site or attending any school-sponsored events.

Employees are required to notify administration of any criminal drug and alcohol statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Within thirty (30) days of receiving the notice, AIMS shall take appropriate administrative or disciplinary action.

In addition, if you are required to take any kind of prescription or nonprescription medication that will affect your job performance, you are required to report this to your supervisor. Your supervisor will determine if it is necessary to temporarily place you on another assignment or take other action as appropriate to protect the safety of you, other employees, and students.

Searches

The Charter School may at times conduct unannounced searches of AIMS property for alcohol, illegal drugs, drug paraphernalia, and/or unauthorized controlled substances or to ensure compliance with this or any other policy. This includes desks, storage areas, and rooms normally used to store employees’ personal property. As a result, **employees do not have an expectation of privacy in this regard.**

Additionally, whenever the Charter School suspects that an employee has sold, purchased, used, or possessed alcohol, illegal drugs, drug paraphernalia, and/or unauthorized controlled

substances on AIMS premises, AIMS may inspect the employee's personal effects (including parcels, purses, bags, and briefcases) or automobile on AIMS property. As a result, employees do not have an expectation of privacy in this regard.

Violations

Compliance with this policy is a condition of employment at AIMS. Failure or refusal of an employee to cooperate fully, sign any required document, or submit to any inspection will result in discipline, up to and including termination. Furthermore, any violations of this policy may result in disciplinary action, up to and including termination, at AIMS' sole discretion.

Employees should be aware that participation in a rehabilitation program will not necessarily prevent the imposition of disciplinary action, including termination, for violation of this policy. Employees who undergo voluntary counseling or treatment and who continue to work, if any, must meet all established standards of conduct and job performance.

Because the use, sale, purchase, possession, or furnishing of an illegally obtained substance is a violation of the law, AIMS may report such illegal drug activities to an appropriate law enforcement agency.

IMMIGRATION COMPLIANCE

AIMS is committed to full compliance with federal and state immigration laws. These laws require that all individuals pass an employment verification procedure before they are permitted to work. This procedure has been established by law and requires that every individual provide satisfactory evidence of his or her identity and legal authority to work in the United States no later than three business days after he begins work. Accordingly, all new hires must go through this procedure.

EMPLOYEE CLASSIFICATIONS

Upon hiring, all employees are classified as exempt or non-exempt, full-time or part-time, and regular or temporary. All employees are either exempt or non-exempt according to provisions of applicable wage and hour laws. These classifications do not guarantee employment for any specific length of time. Employment is at the mutual consent of the employee and AIMS.

Exempt Employees

Pursuant to the federal Fair Labor Standards Act and applicable state laws, exempt employees are those who exercise the requisite degree of discretion and independent judgment and perform certain administrative, professional, and/or executive duties, or those who are considered outside/inside sales personnel under the law. Exempt employees are not entitled to overtime pay.

Non-Exempt Employees

Pursuant to the Fair Labor Standards Act and applicable state laws, non-exempt employees are entitled to overtime pay. Non-exempt employees may have to work hours beyond their normal schedules as work demands require. If this results in working more than 8 hours in one day or 40

hours in one week, non-exempt employees will receive overtime compensation in accordance with state and federal law. Non-exempt employees are required to take meal and rest periods in the manner described in this Handbook.

Regular Employees

Regular employees are those who are hired to work on a regular schedule. Regular employees may be classified as full-time or part-time.

Full-Time Employees

An employee who is regularly scheduled to work and regularly works at least 40 hours per week is considered a regular full-time employee.

Part-Time Employees

An employee who is regularly scheduled to work and regularly works fewer than 40 hours but more than 30 hours per week is considered a regular part-time employee with benefits. An employee who is regularly scheduled to work and regularly works fewer than 30 hours per week is considered a regular part-time employee WITHOUT benefits. A regular part-time employee WITHOUT benefits is not eligible to earn, accrue, or participate in any AIMS benefits program, except as otherwise required by law, such as Paid Sick Leave.

Temporary Employees

An employee who is hired for a particular project or job of limited or definite duration (short-term) is considered a temporary employee. A temporary employee is not eligible to earn, accrue, or participate in any AIMS benefits program, except as otherwise required by law.

An employee will not change from one status to any other status or classification simply because of the number of hours that the employee is scheduled to work or the length of time spent as an employee. The status of a temporary employee may change only if the employee is notified of the change in status, in writing, by the Head of School or Superintendent.

JOB DUTIES

You will receive a job description and 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 AIMS. Your cooperation and assistance in performing such additional work is expected.

AIMS reserves the right, at any time, with or without notice, to transfer, demote, suspend, administer discipline, change job responsibilities, and change the terms and conditions of employment at its sole discretion.

PAYMENT OF WAGES

Employees are paid semi-monthly (twice per month). If a payday falls on a weekend or holiday, employees will be paid on the preceding workday. Employees are required to report any

overpayment of wages to the Office. Any discrepancies or shortages in the calculation of wages should be reported as soon as possible after payday.

EXPENSE REIMBURSEMENTS

Employees shall be reimbursed for approved out-of-pocket expenditures for materials and supplies. All expenses claimed must be recorded on a reimbursement form and submitted with the original receipts for pre-approval of the Head of Schools or designee. If permission for the expenditure is not requested and approved before the purchase, reimbursement is not guaranteed.

OVERTIME

All non-exempt employees are required to obtain approval from their supervisor prior to working overtime. Failure to obtain such approval may subject an employee to discipline, up to and including termination. Overtime compensation will be paid in accordance with all state and federal laws.

WORKDAY AND WORKWEEK

The work schedule for employees shall be in accordance with the 2015-2016 school year calendar, and each employee's employment agreement, should one exist.

For purposes of calculating overtime, AIMS' standard workweek begins on Sunday at 12:01 a.m. and ends on Saturday at 12:00 a.m. (midnight). The standard workday is 12:01 a.m. to 12:00 a.m. (midnight) each day.

MEAL AND REST PERIODS

Meal Periods: All non-exempt employees must take an uninterrupted meal period of at least 30 minutes each day they work more than 5 hours. You must commence the meal period before you complete your fifth hour of work. Thus, if you begin working at 8:30 a.m., for example, you must take your meal period prior to 1:30 p.m. In addition, you must record the actual times that you stop and start work to take a meal period. All non-exempt employees must take an uninterrupted meal period of at least 30 minutes each day they work more than 10 hours. You must commence the meal period before you complete your tenth hour of work. Meal periods are unpaid.

Rest Periods: All non-exempt employees are authorized, permitted, and strongly encouraged to take a 10-minute rest period every 4 hours worked or major fraction thereof. Ordinarily, this amounts to two 10-minute rest periods per 8-hour workday. The first rest period should be taken roughly in the middle of the 4-hour work period prior to lunch, and the second rest period should be taken roughly in the middle of the 4-hour work period following lunch. You do not need to record the times of these rest periods. You will be paid for the time spent on your rest periods.

During your meal periods and rest periods, you may not work at all. You are excused from all duties. In addition, please understand that you may not join together required meal or rest periods in order to take a longer break. Also, you may not miss a required meal or rest period in order to start work later or leave work earlier.

In the rare event that you believe you cannot take a meal or rest period, or you are unable to take a full meal or rest period pursuant to AIMS policy, you must notify your supervisor in advance whenever possible (and, in any event, as soon as possible) so that the proper measures may be taken.

Failure to comply with the AIMS's policy regarding meal and/or rest periods can lead to discipline, up to and including termination.

TIMEKEEPING

To ensure compliance with all applicable laws, non-exempt employees must accurately record all hours worked. This means they must clock in and out whenever they begin, cease, or resume working during the course of a workday. While you need not clock out and in during your rest periods, you must clock out and in during your meal periods. Under no circumstances may one employee clock in or out for another employee.

Exempt employees may also be expected to record their time worked and report absences from work due to personal needs or illness.

Recording inaccurate time on your timesheet or recording time on another employee's timecard is a violation of AIMS policy and may result in discipline, including immediate termination. Employees are strictly prohibited from working "off the clock" or failing to record all time worked. Falsification of any timecard may result in disciplinary action, up to and including termination.

PERSONNEL FILES AND RECORD KEEPING PROTOCOLS

The Head of School or his or her designee shall maintain a confidential personnel file for each employee. All information in personnel files is strictly confidential, as is all payroll information. Any employee who violates this confidentiality is subject to discipline including discharge.

To keep our personnel records accurate and to comply with state and federal laws, you must notify your supervisor immediately of any change(s) in the following personnel information:

- Your name (whether by marriage or otherwise).
- Your home address and telephone number.
- Who to inform in case of an emergency, including names and home and work telephone numbers and addresses.
- Withholding tax information (your marital status and correct number of dependents).
- Completion of education.
- Change of beneficiary on group life insurance.

PERFORMANCE APPRAISALS

At regular intervals, your immediate supervisor will provide you with a written evaluation of your work performance. The purpose of these reviews is to identify strengths, recognize areas for improvement and skill development, encourage growth, and develop strategies within a supportive team. This evaluation typically includes ratings in the following areas: quantity and quality of work, work habits and attitudes, interpersonal skills, dependability, and attendance. For new employees, there will be an interim performance review after the first ninety (90) days of employment, which will include an employee self-evaluation. For returning employees, performance evaluations will be completed annually. Your supervisor will discuss the evaluation with you and a copy of the completed form will be given to you. If you do not receive your evaluation, ask your supervisor about it. The performance appraisal form also offers you an opportunity to indicate if you believe you are working out of class, i.e. whether you are performing duties different from the ones listed in your class description. It is important for you to provide this information so that your position is classified and compensated appropriately.

All employees shall have the right to make their own written comments in response to the observations or review findings. This response will be attached to the observation and/or evaluation and kept in the employee's confidential personnel file.

EMPLOYEE DISCIPLINARY ACTION: CAUSES FOR SUSPENSION, DEMOTION, AND DISMISSAL

The following conduct is prohibited and will not be tolerated by AIMS. This list of prohibited conduct is illustrative only; other types of conduct injurious to security, personal safety, employee welfare, and AIMS' operations also may be prohibited. Violation of the following standards may result in disciplinary action, up to and including immediate termination.

- Falsification of employment records, employment information, or other AIMS records. This includes making false statements or omitting material information in the application procedure for employment.
- Falsifying any time record.
- Theft, damage, or destruction of any AIMS property or the property of any employee or client.
- Removing or borrowing AIMS property without prior authorization.
- Unauthorized use of AIMS equipment, time, materials, or facilities.
- Provoking a fight or fighting during working hours or on AIMS property.
- Participating in horseplay on work time or on AIMS premises.
- Carrying firearms or any other dangerous weapons on AIMS premises at any time.

- Causing, creating, or participating in a disruption of any kind during working hours.
- Insubordination, including, but not limited to, failure or refusal to obey the legitimate orders or instructions of a supervisor or member of administration, or the use of abusive or threatening language toward a supervisor or member of administration.
- Using abusive, profane, threatening, indecent, or foul language and/or having inappropriate physical contact with students or other employees at any time on AIMS premises.
- Unreported absences.
- Failure to observe working schedules, including meal and rest periods.
- Sleeping or malingering on the job.
- Working overtime without authorization or refusing to work assigned overtime.
- Working “off the clock” or failing to record or report all hours worked.
- Failing to keep confidential information pertaining to students.
- Violation of any safety, health, security, or other AIMS policies, rules, or procedures.
- Committing a fraudulent act or a breach of trust under any circumstances.
- Engaging in unlawful harassment, discrimination, or retaliation.
- Making false or malicious statements about any employee or the AIMS.
- Gambling of any type on AIMS premises.
- Intentionally supplying false information in order to obtain a leave of absence or other benefits from AIMS.
- Poor attendance, including, but not limited to, habitual tardiness and/or absenteeism, leaving early without permission, absence from work without permission, and abuse of time during work hours, to the extent permitted by law.
- Unsatisfactory work performance.
- Performing unauthorized work on AIMS work time.
- Failure to report incidents of child abuse.
- Willful and persistent violation of provisions of the Education Code or the Board of Education or school charter.

For employees with a written contract of employment that provides for termination "For Cause," "Cause" shall include, but is not limited to: breach of the employment agreement or the employee's failure to perform his/her duties as set forth in the employment agreement, as defined by law, or as specified in the employee's job specification; the employee's failure or refusal to comply with the lawful and reasonable direction of his/her supervisor, or the policies, standards and/or rules of the Charter School; if it is determined that employee has conducted him/herself in an unprofessional, unethical, illegal or fraudulent manner, or has acted in a manner detrimental to the reputation, character or standing of the Charter School.

USE OF AIMS TELEPHONES, INTERNET, AND E-MAIL SYSTEM

Telephones in AIMS schools and offices are to be used only for official business with the exception of a personal emergency in which conversations must be kept as brief as possible. Outgoing personal calls should be made on your personal cell phone only during lunch and break periods so that they will not interfere with work. Personal business, including the handling of personal mail, e-mail, text messages, and telephone calls should be completed outside of your working hours. Remember that your AIMS' email account is reserved for AIMS' business purposes only.

Employees are reminded that AIMS various electronic communications systems, including, but not limited to, its electronic devices, computers, telephones, e-mail accounts, video conferencing, voice mail, facsimiles, internal and external networks, computers, PDAs, tablets, and AIMS-issued cell phones, are the property of AIMS. All communications and information transmitted by, received from, or stored in these systems are AIMS records.

As a result, AIMS may, and does, monitor its employees' use of these electronic communication systems, including for social media activities, from time to time. The Charter school may monitor such activities randomly, periodically, and/or in situations when there is reason to believe that someone associated with the school has engaged in a violation of this, or any other, AIMS policy. As a result, employees do not have a reasonable expectation of privacy in their use of or access to AIMS' various electronic communications systems.

Your use of the AIMS' e-mail, internet, and computer systems has **no guarantee of privacy.**

CHANGE OF CONTACT INFORMATION

Promptly report any change of home address or telephone number by completing a name and address card with the current information and submitting it to your time reporter.

PERSONAL PROPERTY

It is your responsibility to ensure that your handbag, wallet, and other personal property are kept locked in a safe place while at work. The school is not responsible for damage to, or theft of, private property, unless the school has been negligent. We recommend that employees not bring expensive items to school which may be stolen, such as iPads, mobile phones, and jewelry. The school does not accept responsibility for these items and is therefore not obliged to pay compensation for lost or stolen items.

SOLICITATION & DISTRIBUTION

AIMS feels very strongly that work time is for work. Therefore, in the interests of our students, there will be no solicitation of any kind by any employee during the working time of the employee soliciting or the employee being solicited. Solicitation is permitted only during non-working time, such as break times, meal periods, and before checking in for work or after checking out of work. In addition, distribution of literature is prohibited during working time and in working areas. Exceptions to this rule for charitable organizations or charitable purposes require the advance approval of the Head of School.

Non-employees are prohibited from solicitation and distribution for any purpose on AIMS premises at any time.

Employees are not to utilize AIMS facilities or return to the work site outside of regular working hours unless prior approval from the Head of School has been granted. Employees may be on AIMS premises only when they are on duty, scheduled to work, or have received advance approval from the Head of School.

HEALTH AND SAFETY POLICY

The safety of students and staff is among the highest of priorities for AIMS. Injuries and illnesses create personal loss to employees, students, and their families, and reduce the AIMS' ability to provide quality education. It is AIMS' position that all accidents are preventable. Each employee is expected to obey safety rules and to exercise caution in work activities. Site administrators have primary responsibility for providing a safe working and learning environment and are accountable for ensuring strict compliance with applicable health and safety requirements. All supervisory employees, from executives to first line supervisors, share responsibility for ensuring the safety of students and staff. Employees should immediately inform their supervisor about any workplace accidents or security hazards. If this individual is not available, the employee should immediately inform any other supervisor so that appropriate action can be taken.

Employees should not transport students unless it relates to a school function and has been approved by AIM Schools.

When an accident or injury occurs on school property, it should be reported immediately to the Site Administrator. An Incident Report form should be completed as soon as possible. This form is available at the front office.

FINGERPRINT POLICY

All employees of the AIMS are fingerprinted and the prints are transmitted to the California Department of Justice and the Federal Bureau of Investigation for a criminal conviction records check. No employee will be permitted to perform any of the duties of his/her position until this processing has been completed and it is determined that there is no criminal conviction that would prohibit the employee from working with students and staff.

INFORMATION PROTECTION POLICY

It is the policy of AIMS to protect sensitive and confidential information. Every employee of the school district must ensure the proper protection of information, either in paper or electronic form. Employees are not to take sensitive records home nor leave them lying unprotected in the open, such as on a desk, where they can be accessed. Employees are not to convert sensitive information into an electronic format and send it unprotected through email or over the internet. Whenever requests for access to information are made, employees should check with the data owner (specified individuals who collect or use the information on behalf of AIMS). It is best to err on the side of protecting information.

All information relating to students including names, addresses, contact numbers, and progress information is confidential information and may not be shared with unauthorized parties. All records concerning pupils shall be kept strictly confidential and be maintained in separate files.

Please note: The release of unauthorized confidential information may result in immediate dismissal and the filing of criminal charges. When in doubt, check with the Site Administrator.

NEW HIRES

Classroom and resource teachers must submit all required paperwork listed below to the Administrative Assistant and possess a multiple-subject credential by August 19, 2015, if they wish to remain an employee at AIPCS, AIPCS II or AIPHS.

Please review the checklist below and check with the office if you need any forms:

	Requirements
1.	A cover letter, resume, and official transcripts (from all colleges and universities you attended).
2.	TB Test Result (must be administered within the last 4 years).
4.	A receipt for your Livescan background check for FBI and DOJ. (Note: if we do not get a result within 2 weeks, it is your responsibility to follow-up).
5.	W-4 forms and health insurance enrollment forms. It is the employee's responsibility to report any changes in filing status to HR and to fill out a new W-4 form.
6.	Proof of registration for any tests you need: CBEST, CSET, Teaching Foundations, etc.
7.	Credential Clearance or proof of enrollment in a credentialing program.
8.	Pick up keys and complete supply order list.

AIM schools will work with universities to complete the credential program.

Keep the administrator informed of your progress toward completing your credential program.

AIMS teachers are required to hold a current California Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold.

EMPLOYEE DISPUTE RESOLUTION PROCESS

AIMS offers dispute resolution procedures to provide employees who have a complaint concerning conditions of employment with an internal avenue for resolution. The concern or complaint will be heard by the Site Administrator. He or she, or any designee, will be accessible and ready to hear suggestions and complaints. The school cannot act on any problem unless it is aware of it, so complaints must be put in writing as soon as possible. The Site Administrator will provide a written response within five (5) business days. If the response is not satisfactory to the complainant, then the complaint may be submitted in writing to the Board and will be placed on the agenda for the next regular Board meeting. The Complainant may address the Board and make a suggestion for resolution. The Board will issue a written response within five (5) business days. The Board's decision shall be final.

SECTION 6: LEAVES AND VACATION

VACATION/PERSONAL LEAVE

Vacation time is granted to employees as defined in the current year school calendar (holidays and school breaks) and in each employee's employment agreement, if one exists.

In addition to the paid school holidays listed on the school calendar, classified employees (not Teachers) will accrue paid personal/vacation time per month beginning immediately upon hire, as defined in their employment agreement. There is a cap on personal/vacation day accrual. Once the classified employee's personal/vacation time reaches the maximum stated in his or her employment agreement, further accrual is suspended until the employee has reduced the balance below this limit. In such a case, no personal/vacation time will be earned for the period in which the classified employee's personal/vacation time was at the maximum. Accrued but unused personal/vacation will carry over from year to year, subject to this maximum accrual. Accrued but unused personal/vacation time will be paid out upon termination. Classified employees may use personal/vacation time beginning on the 30th day of employment. Personal/vacation time may be taken in minimum increments of two hours. Employee must provide his/her supervisor with reasonable advance notification, in writing, of the need to use personal/vacation days, if foreseeable. Requests for personal/vacation time may be denied based on the needs of the Charter School, or if adequate notice is not provided by the Employee.

PAID SICK LEAVE (PSL)

In satisfaction of the California Healthy Workplaces, Healthy Families Act, employees will be allotted PSL beginning immediately upon the effective date of employment as specifically provided in each employee's employment agreement. For employees with no employment agreement, PSL will be granted according to law. Employees with no employment contract should contact Human Resources for a statement of your PSL allotment.

PSL days are not accrued on an as-worked basis but rather are allotted to eligible employees on the first day of work each contract year for use in the current year. Employees may use PSL beginning on the 30th day after the effective date of employment. Employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventative care for) the employee or the employee's family member. Employee may also use PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

PSL days issued under this Agreement are “use it or lose it” and, as such, do not carry over from year to year. Accrued but unused PSL issued under this Agreement will not be paid out upon termination.

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

FAMILY AND MEDICAL LEAVE

Eligible employees may request a family and medical leave of absence under the circumstances described below. Eligible employees are those who have been employed by the AIMS for at least 12 months (not necessarily consecutive), have worked at least 1250 hours during the 12 months immediately prior to the family and medical leave of absence, and are employed at a worksite where there are 50 or more employees of the AIMS within 75 miles.

Ordinarily, you must request a planned family and medical leave at least 30 days before the leave begins. If the need for the leave is not foreseeable, you must request the leave as soon as practicable. You should use the AIMS’s request form, which is available upon request from Human Resources. Failure to comply with this requirement may result in a delay of the start of the leave.

A family and medical leave may be taken for the following reasons:

1. The birth of an employee’s child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child;
2. The care of the employee’s spouse, child, parent, or registered domestic partner with a “serious health condition”;
3. The “serious health condition” of the employee;
4. The care of the employee’s spouse, child, parent, or next of kin who is a member of the Armed Forces, including a member of the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
5. Any qualifying exigency as defined by the applicable regulations arising out of the fact that the employee’s spouse, child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

A “serious health condition” is one that requires inpatient care in a hospital or other medical care facility or continuing treatment or supervision by a health care provider. You may take a leave under paragraph (2) above only if due to a serious health condition, your spouse, child, parent, or registered domestic partner requires your care or assistance as certified in writing by the family

member's health care provider. If you are seeking a leave under paragraph (3) above, you must provide the AIMS with a medical certification from your health care provider establishing eligibility for the leave, and you must provide the AIMS with a release to return to work from the health care provider before returning to work. You must provide the required medical certification to the AIMS in a timely manner to avoid a delay or denial of leave. You may obtain the appropriate forms from Human Resources.

Family and medical leave may be taken for up to 12 workweeks during the designated 12-month period (with the exception of qualifying leaves to care for a member of the Armed Services who has a serious illness or injury, which may be taken for up to a total of 26 workweeks of leave during a single 12-month period). The 12-month period will be defined as a "rolling twelve months" looking backward over the preceding 12 months to calculate how much family and medical leave time has been taken and therefore determine the amount of leave that is available. All time off that qualifies as family and medical leave will be counted against your state and federal family and medical leave entitlements to the fullest extent permitted by law.

You will be required to use any vacation/personal leave during unpaid family and medical leave. You will also be required to use any accrued paid sick leave during unpaid family and medical leave that is due to your own or a family member's serious health condition. However, if an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program) or workers' compensation insurance plan, the employee and AIMS may mutually agree to supplement such benefit payments with available vacation and/or paid sick leave.

During a family and medical leave, group health benefits will be maintained as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

If you do not return to work on the first workday following the expiration of an approved family and medical leave, you will be deemed to have resigned from your employment. Upon returning from such a leave, you will normally be reinstated to your original or an equivalent position and will receive pay and benefits equivalent to those you received prior to the leave, as required by law. In certain circumstances, "key" employees may not be eligible for reinstatement following a family and medical leave. AIMS will provide written notice to any "key" employee who is not eligible for reinstatement.

If you have any questions concerning, or would like to submit a request for a family and medical leave of absence, please contact Human Resources.

PREGNANCY DISABILITY LEAVE

AIMS provides pregnancy disability leaves of absence without pay to eligible employees who are temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical conditions. Employees should make requests for pregnancy disability leave to their supervisor at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events. A health care provider's statement must be submitted, verifying the need for such leave and its beginning and expected ending dates. Any changes in this information

should be promptly reported to the AIMS. Employees returning from pregnancy disability leave must submit a health care provider's verification of their fitness to return to work.

AIMS will make a good faith effort to provide reasonable accommodations and/or transfer requests when such a request is medically advisable based on the certification of a health care provider. When an employee's health care provider finds it is medically advisable for an employee to take intermittent leave or leave on a reduced work schedule and such leave is foreseeable based on planned medical treatment because of pregnancy, AIMS may require the employee to transfer temporarily to an available alternative position. This alternative position will have equivalent rate of pay and benefits and must better accommodate recurring periods of leave than the employee's regular job.

Eligible employees are normally granted unpaid leave for the period of disability, up to a maximum of four months (or 17 1/3 weeks or 693 hours) per pregnancy. Employees will be required to use any accrued paid sick time during any unpaid portion of pregnancy disability leave. Employees may also elect to use any accrued vacation time during any unpaid portion of pregnancy disability leave. If an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program), the employee and AIMS may mutually agree to supplement such benefit payments with available vacation and/or paid sick leave.

Benefit accrual, such as vacation, paid sick leave, and holiday benefits, will be suspended during the approved pregnancy disability leave period and will resume upon return to active employment. Group health benefits will be maintained during the approved pregnancy disability leave as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

So that an employee's return to work can be properly scheduled, an employee on pregnancy disability leave is requested to provide the AIMS with at least one week's advance notice of the date she intends to return to work.

When an approved pregnancy disability leave ends, the employee will be reinstated to the same position, unless the job ceased to exist because of legitimate business reasons. An employee has no greater right to reinstatement to the same position or to other benefits and conditions of employment than if she had been continuously employed in this position during the pregnancy disability leave or transfer. If the same position is not available, the employee will be offered a comparable position in terms of such issues as pay, location, job content, and promotional opportunities, if one exists. An employee has no greater right to reinstatement to a comparable position or to other benefits or conditions of employment than an employee who has been continuously employed in another position that is being eliminated.

If you have any questions regarding pregnancy disability leave, please contact the Human Resources Department.

UNPAID LEAVE OF ABSENCE (MEDICAL)

In an effort to comply with its duty to accommodate employees with qualifying disabilities, AIMS will provide leaves of absence without pay when an employee is temporarily unable to

work due to a mental or physical disability, certified in writing by his or her health care provider, unless such leave would cause an undue hardship to AIMS. Approved absences of less than two weeks are not treated as medical leaves of absences but rather as excused absences without pay. Employees granted unpaid medical leave have no right to guaranteed reinstatement.

Benefit accrual, such as vacation, paid sick leave, and holiday benefits, will be suspended during an unpaid medical leave period and will resume upon return to active employment. Unless otherwise required by law, AIMS does not continue to pay premiums for health insurance coverage for employees on unpaid medical leave. However, if eligible, you may self-pay the premiums under the provisions of COBRA.

DISCRETIONARY UNPAID LEAVE OF ABSENCE (NON-MEDICAL)

AIMS may grant a discretionary leave of absence to employees in certain unusual circumstances. It is important to request any leave in writing as far in advance as possible, to keep in touch with your supervisor during your leave, and to give prompt notice if there is any change in your return date. If your leave expires and you have not contacted your supervisor or AIMS, AIMS will assume that you do not plan to return and that you have voluntarily terminated your employment. Employees do not continue to accrue vacation, paid sick leave, or holiday benefits while they are on unpaid discretionary leaves of absence.

Unless otherwise required by law, AIMS does not continue to pay premiums for health insurance coverage for employees on discretionary unpaid leaves of absence. However, if eligible, you may self-pay the premiums under the provisions of COBRA.

MILITARY LEAVE

All employees who leave AIMS for active military service or military reserve duty will be placed on an unpaid military leave of absence. Employees are entitled to reinstatement upon completion of such military service or duty, provided an application for reinstatement is made within 90 days of discharge, or as otherwise provided by law.

You may use accrued vacation time during military leave. Time spent on military leave counts for purposes of determining "length of service." However, you will not accrue vacation or paid sick leave or receive holiday pay during military leave.

JURY DUTY/WITNESS DUTY

All employees who receive a notice of jury/witness duty must notify their supervisor as soon as possible so that arrangements may be made to cover the absence. In addition, employees must provide a copy of the official jury/witness duty notice to their manager. Employees must report for work whenever the court schedule permits. Either AIMS or the employee may request an excuse from jury/witness duty if, in AIMS's judgment, the employee's absence would create serious operational difficulties.

Non-exempt employees who are called for jury/witness duty will be provided time off without pay. Exempt employees will receive their regular salary unless they do not work any hours

during the course of a workweek. Employees may elect to use any accrued vacation during jury/witness duty leave.

In the event that the employee must serve as a witness within the course and scope of his or her employment with AIMS, AIMS will provide time off with pay.

TIME OFF FOR VOTING

AIMS encourages its employees to fulfill their civic responsibilities by participating in elections. Because polls are open from 7:00 a.m. until 8:00 p.m., employees generally are able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their non-working hours and have not requested an absentee ballot, then AIMS will grant up to two hours of paid time off to vote.

Employees must request time off to vote from their supervisor at least two working days prior to the election day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

Employees must submit a voter's receipt on the first working day following the election to qualify for paid time off.

EMERGENCY DUTY/TRAINING LEAVE

In California, no employee shall receive discipline for taking time off to perform emergency duty/training as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. If you are participating in this kind of emergency duty/training, please alert your supervisor so that he or she may be aware of the fact that you may have to take unpaid time off for emergency duty/training. In the event that you need to take time off for emergency duty/training, please alert your supervisor before doing so whenever possible. Time off for emergency training may not exceed 14 days per calendar year.

Emergency Duty/Training Leave is unpaid. You may choose to use your accrued vacation if you wish to receive compensation for this time off, but you are not required to do so.

If you feel you have been treated unfairly as a result of taking or requesting Emergency Duty/Training Leave, you should contact your supervisor or any other manager, as appropriate.

SUSPENDED PUPIL/CHILD LEAVE

California law requires employers to provide time off for parents required to visit a child's school when the child has served a period of suspension from school. To be eligible for time off to attend a child's school, the employee must be the parent of a child in kindergarten or in grades 1-12 and must present the school's letter, which requests the employee's appearance at the school, to his or her supervisor at least two days before the requested time off. Employees may use accrued vacation while attending a child's school under these circumstances. If not, suspended pupil/child leave will be unpaid.

LEAVE FOR CRIME VICTIMS AND THEIR FAMILY MEMBERS

If you are the victim—or an immediate family member (i.e., spouse, registered domestic partner, child, step-child, sibling, step-sibling, parent, step-parent, or the child of a registered domestic partner) of the victim—of a violent felony, serious felony (as defined by the California Penal Code), or felonies related to theft or embezzlement, you are permitted to be absent from work to attend judicial proceedings related to the crime.

You must provide your supervisor with written notification for each scheduled proceeding, unless advance notice is not possible. This time off is unpaid. You may choose to use your accrued vacation, but this is not required.

MILITARY SPOUSE LEAVE

Qualified employees are eligible for up to 10 days of unpaid leave when their spouse or registered domestic partner is on leave from military deployment. A qualified employee is one who regularly works more than 20 hours per week and whose spouse or registered domestic partner is a member of the Armed Forces, National Guard, or Reserves and is on leave from deployment during a period of military conflict.

If you are eligible for such leave, please submit a written request for leave to the Human Resources Department within two business days of receiving official notice that your spouse or registered domestic partner will be on leave from deployment. You will also be required to provide written documentation certifying that your spouse or registered domestic partner will be on leave from deployment.

Non-exempt employees must use accrued vacation time in order to receive compensation for this time off. If no vacation time is available, the employee may take this time off without pay. An exempt employee is required to charge any absence of four or more hours under this policy to his or her vacation bank, if any. Otherwise, exempt employees will be compensated to the extent required by applicable law.

SCHOOL AND DAYCARE LEAVE

If you are the parent or guardian of a child who is in school up to grade 12, or who attends a licensed day care facility, you may take up to 40 hours of unpaid leave per year to participate in the activities of the school or day care facility. You may take no more than eight hours off for this purpose in any one calendar month. You should schedule this time off with your supervisor in advance. You may be asked to provide documentation from the school or day care facility that you participated in the activity on the specific date and at the specific time that you took the leave. This time off is unpaid. You may choose to use your accrued vacation, but this is not required.

LEAVE FOR DOMESTIC VIOLENCE, SEXUAL ASSAULT, AND STALKING VICTIMS

If you are a victim of domestic violence, sexual assault, or stalking, you may take unpaid time off to help ensure the health, safety, or welfare of you and/or that of your child. Specifically, you may take such leave for the following reasons:

1. To obtain a temporary or permanent restraining order or other court assistance;
2. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
3. To obtain services from a shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;
4. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or
5. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

If you need to take time off for any of the above reasons, you should notify your supervisor in advance, if possible. If your absence is unscheduled, you may be asked to provide documentation, such as a police report, court order, or other evidence that you appeared in court, or documentation from a counselor or domestic violence advocate. Although this leave is unpaid, you may use your accrued vacation or paid sick leave, as appropriate, if you wish to receive compensation for this time off.

You may also take unpaid time off to recover from domestic violence, sexual assault, or stalking pursuant to AIMS' family and medical leave policy.

AIMS does not tolerate any acts of discrimination, harassment, or retaliation against employees who are victims of domestic violence, sexual assault, or stalking. If you believe you have been the victim of any such act, please contact your supervisor, Human Resources, or any another manager, as appropriate. AIMS will maintain the confidentiality of requests for time off due to domestic violence, sexual assault, or stalking to the extent possible and as allowed by law.

ADULT LITERACY LEAVE

Pursuant to California law, AIMS will reasonably accommodate any eligible employee who seeks to enroll in an adult literacy education program, provided that the accommodation does not impose an undue hardship on AIMS. AIMS does not provide paid time off for participation in an adult literacy education. However, you may utilize accrued vacation if you want compensation for this time off. If you do not have accrued vacation available, you will be permitted to take the time off without pay.

ALCOHOL AND DRUG REHABILITATION LEAVE

Pursuant to California law, AIMS will reasonably accommodate any eligible employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program, provided that the accommodation does not impose an undue hardship on AIMS. AIMS does not provide paid time off for participation in an alcohol or drug rehabilitation program. However, you may utilize accrued vacation if you want compensation for this time off. If you do not have accrued vacation available, you will be permitted to take the time off without pay.

This policy in no way restricts AIMS' right to discipline an employee, up to and including termination of employment, for violation of AIMS' Drug and Alcohol Abuse Policy.

CIVIL AIR PATROL LEAVE

Pursuant to California law, AIMS will provide unpaid leave to employees who are volunteer members of the California Wing of the Civil Air Patrol and who have been duly directed and authorized to respond to an emergency operational mission of the California Wing of the Civil Air Patrol. Employees must be employed for at least 90 days immediately preceding the commencement of leave in order to be eligible.

Employees are required to give AIMS as much notice as possible of the intended dates upon which the leave would begin and end. AIMS will restore the employee to the position he or she held when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment, unless the employee is not restored because of conditions unrelated to the exercise of the leave rights by the employee. The time off is unpaid. However, an employee may utilize accrued vacation.

LEAVE FOR BONE MARROW AND ORGAN DONORS

Pursuant to California law, AIMS will provide up to five business days of paid leave within a one-year period to an employee who donates bone marrow to another person; the AIMS will also provide up to 30 business days of paid leave within a one-year period to an employee who donates an organ to another person. The AIMS requires that bone marrow donors use up to five days of available accrued sick or vacation time during the course of the leave. Organ donors must use up to ten days of available accrued paid sick leave or vacation time during the course of the leave.

To qualify for this leave, an employee must have been employed for at least 90 days prior to the commencement of the leave and must provide the AIMS with written verification of his or her status as an organ or bone marrow donor and the medical necessity for the donation. During such leave, the AIMS will continue coverage under its group medical insurance plan, if applicable. However, employees must continue to pay their portion of the applicable premiums. Employees should give the AIMS as much notice as possible of the intended dates upon which the leave would begin and end.

SECTION 7: BENEFITS

STATE DISABILITY INSURANCE

AIMS contributes to the State of California to provide you with State Disability Insurance ("SDI") pursuant to the California Unemployment Insurance Code. Contributions are made through a payroll deduction. SDI is payable when you cannot work because of illness or injury not caused by employment with AIMS 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.

PAID FAMILY LEAVE

Under California law, eligible employees may participate in the Paid Family Leave ("PFL") program, which is part of the state's unemployment compensation disability insurance program. The PFL program provides up to six weeks of partial wage replacement benefits to employees who take time off to care for a seriously ill child, spouse, parent, registered domestic partner, siblings, grandparents, grandchildren, or parents-in-law or to bond with a new child. The PFL program does not provide job protection or reinstatement rights.

AIMS will require you to take up to two weeks of accrued but unused vacation prior to your receipt of benefits under the PFL program.

The program will be administered in a manner consistent with California law. For more information regarding this program, you may contact the California Employment Development Department.

UNEMPLOYMENT COMPENSATION

AIMS contributes a significant amount of money each year to the California Unemployment Insurance Fund on behalf of its employees. Under certain circumstances, you may be eligible for unemployment insurance benefits.

SOCIAL SECURITY AND CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM

Social Security is an important part of every credentialed employee's retirement benefit. AIMS pays a matching contribution to each employee's Social Security taxes. (Employees who have participated in STRS elsewhere do not lose credits previously earned, but will not earn added service credit while at AIMS.) In addition, non-credentialed employees are enrolled in CalPERS in lieu of social security. AIMS makes matching contributions to each eligible employee's account with PERS.

WORKERS' COMPENSATION INSURANCE AND LEAVE

At no cost to you, you are protected by the AIMS workers' compensation insurance policy while employed by AIMS. This policy covers you in case of occupational injury or illness.

The workers' compensation benefits provided to injured employees may include: (1) medical care, (2) cash benefits tax free to replace lost wages, (3) vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure that the employee receives all workers' compensation benefits to which he or she may be entitled, you will need to: (1) immediately report any work-related injury to the Site Administrator, (2) seek medical treatment and follow-up care if required, (3) complete a written Employee's Claim form and return it to the Site Administrator, and (4) provide the school with medical certification from your health care provider regarding the need for workers' compensation disability leave and your ability to return to work from the leave.

Under most circumstances, upon submission of a medical certification that an employee is able to return to work from workers' compensation leave; the employee 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. If the employee's same position is not available upon the employee's return to work, an employee's returning to work will depend on job openings existing at the time of his or her scheduled return.

Any person who makes or causes to be made any knowingly false or fraudulent material statement or material misrepresentation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony. The law requires that AIM Schools notify its workers' compensation carrier of any concerns of false or fraudulent claims.

HEALTH BENEFITS

AIM Schools will provide access to health, dental and vision benefits for full-time employees. The employee benefits cost will be deducted from their payroll.

The health insurance anniversary date is set by the insurance carrier; please contact the office for the enrollment and anniversary dates. Current employees will only be able to receive benefits on this anniversary date if they do not have them already. For employees who decide not to receive health benefits, the next time the employee will be able to apply for health benefits will be on the anniversary date.

Spouses or dependents of the employee may be eligible to enroll in the health insurance plan pursuant to the specific terms and conditions of the plan, which ultimately govern all aspects of the employee's eligibility for and participation in the plan.

Statement Acknowledging Requirement to Report Suspected Child Abuse

The California Penal Code prohibits sexual abuse, sexual assault, sexual exploitation, child neglect, the infliction of cruel or inhuman corporal punishment, and unjustifiable physical pain or mental suffering on a child. In addition, the Penal Code prohibits allowing or causing a child to be placed in a situation that endangers a child's health or person.

Section 11166 of the Penal Code requires any child care custodian, health practitioner, or employee of a child protective agency who has knowledge of or observes a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse report the known or suspected instance of child abuse to a child protective agency. The report must be sent to the child protective agency within 36 hours of receiving the information concerning the incident.

"Child Care Custodian" includes all persons who interact directly on a regular basis with pupils, including teachers, administrators, pupil service employees, paraprofessionals and volunteers. "Health practitioner" includes nurses, physicians, psychologists, and family and child counselors.

As an employee of AIM Schools, your employment position falls within the definition of Section 11166 of the California Penal Code. Therefore, you are mandated to comply with the child abuse reporting requirement as stated above.

I, _____ have read and understood the requirements of the Section 11166 of the California Penal Code as outlined above and will comply with those provisions.

Signature _____ Date _____

A signed copy of this form must be placed in the employee's file

STAFF HANDBOOK ACKNOWLEDGMENT

ALL EMPLOYEES MUST READ THIS EMPLOYEE HANDBOOK AND FILL OUT AND RETURN THIS PORTION TO HUMAN RESOURCES WITHIN ONE WEEK OF RECEIPT.

I have received a copy of the AIMS Staff Handbook. I will carefully read and understand its contents and I agree to follow the policies stated therein. I understand that my continued employment is contingent upon adherence to the policies and procedures outlined herein. I understand that transfers, demotions, suspensions, employee discipline, and changes in the terms and conditions of employment may be administered at the sole and absolute discretion of the Charter School. I understand that the conditions governing my employment status (at-will or fixed term) may not be modified orally and may only be modified in a writing signed by the Head of School and me.

I understand that the Charter School reserves the right to depart from and modify the policies stated in the Handbook at its sole discretion, with the exception of my employment status (at-will or fixed term).

Date: _____

Signed: _____
Employee

